

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Preface  
Original Sheet 1

Regulations, Rates and Charges  
applying to the provision of  
Local Exchange Access Service  
within the Local Exchange operating  
territory of the

Pine Drive Telephone Company

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in the State of  
Colorado

as provided herein.

Effective Date: June 1, 2018

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### Explanation of Symbols

- (C) To signify changed text due to a changed regulation, term, or condition, this does not affect rates
- (D) To signify discontinued service or deleted material
- (I) To signify rate increase
- (M) To signify material moved from or to another part of the provider's terms of service; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes
- (N) To signify new product, rate, or material, terms or conditions
- (R) To signify rate reduction
- (T) To signify a change in text but no change in rate, charge, term, or condition of the Terms of Service

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Reference to other Terms of Service

Whenever reference is made in these terms of service to other terms of services of the Telephone Company, the reference is made to the terms of services in force as of the effective date of these terms of service and to amendments thereto and successive issues thereof.

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### Local Exchange Terms of Service

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Colorado Legislature authorized the Public Utilities Commission to create a system of support mechanisms to assist in the provision of such service in high-cost areas. The Commission has adopted Rules Prescribing the High Cost Support Mechanism, 4 *Code of Colorado Regulations* 723-41. To insure that the mechanism is funded on a non-discriminatory, competitively neutral basis, the Rule directs that a surcharge, called the "Colorado Universal Service Charge" will be levied on all telecommunications services purchased by end-users.

Pine Drive Telephone Company concurs in the surcharge rate as specified in Preface Sheet, Sheet 1, of the US WEST Communications, Inc.'s Exchange and Network Services Terms of Service, COLO. P.U.C. No. 15, together with amendments and successive issues thereof.

### Paragraph Numbering Sequence

There are five levels of paragraph coding. Each level of coding is subservient to its next higher level.

- 1.
- 1.1
- 1.1.1
- 1.1.1(A)
- 1.1.1(A)(1)
- 1.1.1(A)(1)(a)
- 1.1.1(A)(1)(a)(i)

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### 1. Application of Terms of Service

1.1 These Terms of Service contain regulations, rates and charges applicable to the provision of Local Exchange Service as indicated on a Section by Section basis provided by Pine Drive Telephone Company to end users residing within the exchange boundaries of Pine Drive Telephone Company as indicated on the Exchange Area Maps in the exhibit at 21.1 following.

1.2 The provision of Local Exchange Access Service by the Telephone Company as set forth in these Terms of Service do not constitute a joint undertaking with the end user or customer for the furnishing of any service.

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### 2. General Regulations

#### 2.1 Undertaking of the Telephone Company

##### 2.1.1 Scope

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

##### 2.1.2 Limitations

- (A) The end user may not assign or transfer the use of services provided under these Terms of Service; 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
  - (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.

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

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

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

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 these terms of service 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 a first-come first-served basis.

(C) Resale Services will be offered according to Commission rules only after a competitive local exchange carrier is granted operating authority in the Company's service area.

##### 2.1.3 Liability

(A) The Telephone Company's liability is not solely limited by these Terms of Service. With respect to any claim or suit, by an end user or by any others, for damages associated with the installation, provision, 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 these Terms of Service as a Credit Allowance for a Service Interruption.

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

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

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

- (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 these Terms of Service, involving:
  - (1) Claims for libel, slander, invasion of privacy, or infringement of copy right 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;
  - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to these Terms of Service.
- (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 these Terms of Service.

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

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

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

(G) The Telephone Company's failure to provide or maintain services under these Terms of Service 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

(A) The Telephone Company will provide to the end user upon reasonable notice services offered in other applicable sections of these Terms of Service at rates and charges specified therein. The services will be offered where services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services.

(B) If service is not established within 10 days from the date of the customer's application for service or by the customer's requested date (if that date is more than 10 days beyond the application date), the Telephone Company will follow the customer notification requirements as specified in 4 CCR 723-2, 2310(e)(I).

(C) If primary basic local service (the first residential line and the first business line at a residential premise and the first two lines at 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:

(1) 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 at least equal to the pro rata monthly local exchange charge for each day thereafter that service is not provided.

(2) Additionally, the customer shall be entitled to choose either Option 1 or Option 2, per Rule 4 CCR 723-2-2310(f)(111):

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

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

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

###### Option 1

The customer may obtain an alternative service, chosen by the customer, that is not regulated by the Commission. Upon customer-provided verification of the customer's subscription to a qualifying alternative, the Company will provide reimbursement of the customer's payment of charges for the actual amount of the alternative used, up to \$40 per month.

###### Option 2

The customer may obtain an alternative service offered by the Company and regulated by the Commission, such as remote call forwarding. The Company will charge the customer rates (if applicable) for the alternative service. Otherwise, the customer will be charged the rate for basic local exchange service.

##### 2.1.5 Installation and Termination of Services

(A) The services provided under these Terms of Service:

(1) will include any entrance cable or drop wiring and wire or intra-building 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

(2) will be installed by the Telephone Company to such point of termination.

(B) The Company shall use as a minimum standard of accepted good engineering practice at the time of construction the accepted standard for the lifetime of the facilities, published by the Institute of Electrical and Electronics Engineers, Inc. (IEEE), and endorsed by the American National Standards Institute (ANSI).

(C) Buried cables connecting the network interface at the customer's premises to the network facilities of the Company shall be permanently buried, as practical, at least 12 inches below the final surface grade as known at time of installation. All other direct buried communication cable shall at least be buried at depths required for supply cable of similar voltage as specified in the National Electric Safety Code.

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

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

##### 2.1.6 Maintenance of Services

- (A) The services provided under these Terms of Service 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.
- (B) The Company shall make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God.
- (C) Service interruptions for an extended time due to maintenance requirements shall be done at a time which causes minimal inconvenience to customers. To the extent possible, customers shall be notified in advance by the Company of extended maintenance requirements. Emergency service should be made available in an area that experiences a service interruption affecting 1,000 or more access lines which may last for more than four hours during the hours of 8:00 a.m. to 10:00 p.m.

##### 2.1.7 Changes and Substitutions

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 these Terms of Service, 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. Change minimum protection criteria, change operating or maintenance characteristics of facilities or change operations or procedures of the Telephone Company.

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

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

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

- (B) In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Colorado Public Utility Commission specifications, or Rural Utility Service's specifications if more stringent. 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.



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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, discontinue, or 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.

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### 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) When written notice is required, the Telephone Company will send 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 end user shall be allowed 10 days in which to respond. The written notice will provide for the following:

- (1) Clearly show the amount due and the date by which it must be paid.
- (2) Information on how to contact the Telephone Company to resolve any dispute.
- (3) Information concerning the violation of any rule.
- (4) Notice to 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 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.

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### 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, after written notice by U.S. Mail to the person designated by that end user to receive such notices of noncompliance and then allowing ten days to respond, 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 end user on the dates and times herein specified.

If the Telephone Company does not refuse additional applications for service after the ten-day response period 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 after the ten-day response period 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 these Terms of Service, 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, Service Order, Line Connection and Premise Visit (if applicable) Charges before service will be restored.

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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) Delinquency in payment for service rendered to a previous occupant of the premises to be served, unpaid charges for services of facilities not ordered by the present or prospective customer, or failure to pay directory advertising charges or any other indebtedness except as incurred for jurisdictional telecommunication service rendered by the Telephone Company or the toll service provider in the State of Colorado shall not constitute a sufficient cause for refusal or termination of jurisdictional service to a present or prospective customer. However, jurisdictional services may be denied or discontinued when the provider can reasonably demonstrate it is being used to obtain unauthorized access to a toll service of the provider available to the general public under the interstate jurisdiction.
- (C) The Telephone Company will not discontinue service on any Friday, Saturday, Sunday, or legal holiday recognized by the state of Colorado, on any day before any legal holiday, or at any time when the Telephone Company's business offices are not open for full business day.
- (D) Telephone service will only be discontinued between the hours of 8:00 A.M. and 4:00 P.M. Mountain Time.

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

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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)

(E) 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 end user.

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.

(F) 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 22

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

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

##### 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 but they affect many end users' service. No specific advance notification period is applicable to all service activities.

##### 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 numbers(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 will furnish to its end users, without charge, one directory per access line.

##### 2.1.13 Complaints and Appeals

The Telephone Company will fully and promptly investigate and respond to all oral and written complaints made directly to the provider by its applicants or customers. The Company will notify the customer promptly of the results of its proposed disposition of the complaint after having made a good faith attempt to resolve the complaint. If requested, this notification will be made in writing.

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

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Original Sheet 23

2. General Regulations (Cont'd)

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 these Terms of Service 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.
  
- (B) If such characteristics or methods of operation are not in accordance with 2.2.1(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.

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Pine Drive Telephone Company  
Colorado

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

#### 2.2 Use (Cont'd)

##### 2.2.2 Unlawful Use

The services provided under these Terms of Service 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 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 applicable state Commission rules and regulations;



## TERMS OF SERVICE

Pine Drive Telephone Company  
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### 2. General Regulations (Cont'd)

#### 2.2 Use (Cont'd)

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

- (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;
  - (9) Use of service for unlawful purposes; and
  - (10) Any other violation of regulations as set forth in the Telephone Company's filed Terms of Service.
- (B) 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.
- (C) 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.
- (D) In such instances when termination occurs, as in 2.2.2(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 Limitations 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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### 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 these Terms of Service 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 subrogated 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 these Terms of Service 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 these Terms of Service at the points of termination of such services. The adequacy of the power supply must be approved by the Telephone Company. If the power supply is not approved by the Telephone Company, the Company will upgrade the power supply to required levels using contract electricians. The cost of this upgrade will be paid for by the customer. The customer will be notified of cost estimates prior to commencement of the work.

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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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Original Sheet 27

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

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

##### 2.3.4 Availability for Testing

The services provided under these Terms of Service 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 these Terms of Service, 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 services provided under these Terms of Service, 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 these Terms of Service; 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 these Terms of Service.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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### 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, require an end user to make a deposit, guarantee, or other payment to be held by the Telephone Company as a guarantee of the payment of rates and charges. This deposit may only be required of an end user which has a proven history of late payments to the Telephone Company or does not have established credit. Customers that elect to take a Low-Income Toll Blocking, will not be required to pay a service deposit. 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 non-payments 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.

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.

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 29

2. General Regulations (Cont'd)

2.4 Deposits (Cont'd)

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

- (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.
- (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.
- (6) Under special circumstances, the Commission may authorize the LEC to waive deposit requirements for certain groups of customers eligible for tariffed discount programs.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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

#### 2.4 Deposits (Cont'd)

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

- (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 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.

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.

- (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 these Terms of Service is in addition to any advance, contribution or guarantee in connection with construction of lines or facilities, as provided in Section 14.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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Original Sheet 31

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

#### 2.4 Deposits (Cont'd)

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

- (E) If the end user receives notice for termination of service from the Company, that notice shall advise the end user of their right to a hearing before the Commission. That hearing, if so set, will be conducted in accordance with the Rules of Practices and Procedures of the Commission. The Company may request the Commission in that hearing to require the end user to post an additional deposit or bond in an amount the Commission deems reasonable under the circumstances. The Commission may order the Company not to terminate service pending a hearing, if the end user has posted a deposit or bond equal to the amount in dispute or as otherwise prescribed by the Commission.
- (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 these Terms of Service, so long as a deposit will not be required from any new similarly situated applicant for service.

##### 2.4.2 Limitation 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 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
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Section 2  
Original Sheet 32

### 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 these Terms of Service 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.
- (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.



## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 33

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

#### 2.4 Deposits (Cont'd)

##### 2.4.4 Interest on Deposits

The Telephone Company will pay simple interest upon all deposits. The Company concurs in the interest rate specified in Section 2.3.3, B, 12 of Qwest Corporation's Exchange and Network Services Tariff, COLO. PUC No. 20, together with amendments and successive issues thereof. 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.
- (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.

**TERMS OF SERVICE**

Pine Drive Telephone Company  
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Section 2  
Original Sheet 34

2. General Regulations (Cont'd)

2.4 Deposits (Cont'd)

2.4.5 Refund of Deposits (Cont'd)

- (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 (C) above.
- (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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 35

### 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 these Terms of Service 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 these Terms of Service), 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 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 (1) following.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 36

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

#### 2.5 Payment Arrangements and Credit Allowances

##### 2.5.1 Payment of Rates and Charges

- (1) All bills provided to the end user by the Telephone Company are due upon receipt or 15 days (payment due 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, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, the second Tuesday in November, Thanksgiving Day, the day the 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 which 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 which 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 Section 20.2(A) (1) will be made.
- (3) If the payment of an end user's bill is not received in the business office within 30 days after the payment due date, then the Telephone Company may proceed to disconnect service following proper notice under Commission Rule 4CCR 723-2 2303(b).
- (4) 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
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Section 2  
Original Sheet 37

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

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

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

- (5) 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.
  - (6) 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 Terms of Service 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.
  - (7) When a rate as set forth in these Terms of Service 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).
- (B) The Company adopts Commission Rule 2304(b)(II) in its entirety for all billing disputes and bill credit policies.
- (C) Customer Billing - All Company bills to customers for jurisdictional telecommunications services shall include the requirements identified in Commission Rule 2304(a) as follows:
- 1) Bills will be issued on at least a monthly basis and will be machine printed.
  - 2) Payment for jurisdictional charges which have not appeared on a customer's bill will not be required unless otherwise provided for in these Terms of Service.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 38

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

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

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

- 3) The following services will be itemized on a customer's bill:
  - a) Basic local exchange service as requested by the customer.
  - b) If a measured service rate applies, the charges for associated services shall also be included.
  - c) Extended area service if applicable.
  - d) Other jurisdictional services, including deposits if applicable.
  - e) If the LEC has assumed responsibility of collection of toll charges for another provider or provides the toll service for the customer, it shall include an itemization of all toll calls charged to the account including, but not limited to, the date and time of the call, the length of the call in minutes, the destination of the call, or point of origin for collect and third party calls and the rate period applicable (i.e., day or peak rate discount/evening and night/economy or supersaver rate).
  - f) The telephone number of the appropriate LEC business office.
  - g) Notification of when the bill is due.
  - h) Local, state and federal taxes.
  - i) Segregation of any non-jurisdictional charges for service or equipment from those for jurisdictional services with these charges being labeled as unregulated by this Commission.
  - j) All optional services shall be identified as optional.
  
- 4) The Company will explain rates, charges, and provisions applicable to both jurisdictional and non-jurisdictional services as requested by customers. Assistance will be provided to enable customers or applicants to choose from the lowest cost service it provides which fits the customer's stated needs. Any applicable service connection charges will be communicated prior to the undertaking of any action. Estimates of the initial billing shall also be provided, at the customer's request.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 39

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

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

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

- 5) The customer shall be provided with an estimate of the charges where special charges not specifically stated in the LEC's Terms of Service are levied on the basis of actual cost for such items as extraordinary construction, maintenance, or replacement costs or expenses, overtime work at the customer's request and special installations, equipment and assemblies used in conjunction with any jurisdictional service. Any estimate provided by the Telephone Company shall not bind either the LEC or the customer to such amount, but rather the amount ultimately paid shall be based upon the charges as stated in a final contract or other binding agreement between the customer and the Telephone Company.
- 6) The Company shall identify on its monthly bill the Federally mandated interstate charge per access line as a charge not within the jurisdiction of the Colorado Public Utilities Commission jurisdiction.

##### 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 these Terms of Service.

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

##### 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.

## TERMS OF SERVICE

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

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

##### 2.5.4 Credit Allowance for Service Interruption

###### (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 these Terms of Service 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 (H) following. An interruption period starts when an inoperative service is reported to the Telephone Company, or when the Telephone Company finds it on its own, and ends when the service is operative.

For billing purposes 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.

###### (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.



## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 41

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

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

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

###### (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.
- (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 2.5.4(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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 42

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

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

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

(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 rates and charges for the alternative service used.

(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 in accordance with the provisions of 2.5.4(B)(1).

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

(A) Nonrecurring Charges Do not Apply

Service Order, Line Connection, and Premise Visit Charges 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).

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 43

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

(B) Nonrecurring Charges Apply

Service 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 20.3 following.

2.5.6 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of these Terms of Service does not assign, confer or transfer title or ownership rights to property or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 44

### 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.

##### 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 V and H coordinates method.

##### Applicant

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

##### Authorized User

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

##### Base Area

Any location within three (3) electrical route miles of the Central Office.

##### Basic Local Service

Individual local access line with services or capabilities as required by the Commission, and described in Rule 4 CCR 723-2-2308(a).

##### 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 5:00 P.M. Mountain Time, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 45

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

#### 2.6 Definitions (Cont'd)

##### Business 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 business than of a residence nature; which fact might be indicated by advertising, either by business cards, newspapers, handbills, billboards, circulars, motion picture screens, posters, fliers, imprinted checks or advertising matter such as on vehicles, etc.

##### 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. The following are types of calls:

##### Community of Interest Call

A call made on a flat rate basis between two or more end users living in different exchanges.

##### 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.

##### Interstate or International Toll Call

A call made on a usage sensitive basis between two or more end users in different states or 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 months charge for the service ordered, whichever is higher.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 46

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

#### 2.6 Definitions (Cont'd)

##### Central Office or End Office

The term "Central Office" or an End Office denotes the Telephone Company switching system where Local Exchange Common Line 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.

##### Class of Service

A description of Local Exchange Service furnished to an end user which denotes such characteristics as nature of use (i.e. residence, business, or pay station service).

##### 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 Area

The area, consisting of two or more exchange serving areas, where an end user of basic local exchange service may make calls without a toll charge. To be included in a community of interest calling area, the exchanges must have similar governmental, health, public safety, business or educational interests, and be approved by the Commission.

##### Company

The term "Company or Telephone Company" denotes the Pine Drive Telephone Company.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 47

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

#### 2.6 Definitions (Cont'd)

##### 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 tariffs.

##### Contiguous 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 these Terms of Service.

##### 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 Service under these Terms of Service. The only exception is Name and Number Services for E911.

##### 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 48

### 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 User

The term "End User" means any subscriber of a Local Exchange 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 services.

##### Entrance Facilities

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



## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 49

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

#### 2.6 Definitions (Cont'd)

##### 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.

##### 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 services furnished at a fixed monthly charge.

##### 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.

##### Held Service Order

An application for establishment of Basic Local Service, whether made orally or by written request, shall be notice to the LEC that the customer desires service. This application will be deemed a held order if the LEC is unable to supply service in 30 days after the application, unless the customer requests a later service date.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 50

### 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 these Terms of Service are developed based on the circumstances in each case.

##### Installation Charge

The term "Installation Charge" denotes a non-recurring charge, that may include a Service Order Charge, Line Connection Charge, and Premise Visit 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.

##### 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 51

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

#### 2.6 Definitions (Cont'd)

##### 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.

IntraLATA - denotes communication services within a LATA.

InterLATA - denotes communication services between LATAs.

##### Local Exchange Service

Communications services within a local calling area provided by the Company in accordance with the provisions of the Company's Local Exchange Service Terms of Service.

##### Message

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

##### 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.

##### Number Reserve

Available to residential subscribers who will be away from their premises for a minimum of three months up to a maximum of six months and who wish to reserve their listed telephone number. A reconnect service order charge is applicable when the customer requests the number to be reactivated.

##### Off-hook

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

##### On-hook

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

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 52

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

#### 2.6 Definitions (Cont'd)

##### Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and coin-less telephones.

##### 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 Service ends.

##### 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 Services offered under these Terms of Service.

##### 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 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 2  
Original Sheet 53

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

#### 2.6 Definitions (Cont'd)

##### Repair Charge

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

##### Service Order Charge

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

##### 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 Services 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.

##### Vacation Rate

See Number Reserve.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 3  
Original Sheet 54

### 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 Service from these Terms of Service. These charges are in addition to other applicable recurring charges as set forth in other sections of this Terms of Service.

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

#### 3.2 Definitions

Central Office Connection - Applicable to work done in the central office or work involving central office equipment 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.

Service Order, Initial - Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for initiating telephone service at the customer's premise.

Service Order Reconnect - Applicable to work done in reconnecting telephone service that has been disconnected for a temporary period.

Service Order, Subsequent - Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for additions, moves or changes to existing service.

Premise Visit - As identified in Section 2.6, the Company is responsible for the telephone facilities up to the Point of Termination. Termination is at the Network Interface Device. A Premise Visit Charge would be applicable for any end user requested move, change, or install of facilities up to, and including, the network interface device, which requires an on-site visit by a Company employee.

If an end user reports a service problem which requires an on premise visit by the Company, and it is determined that the difficulty is on the telephone utility's side of the network interface device, then no premise visit charge will be assessed.

Any work requested by the end user on facilities on the end user side of the network interface device is non-regulated and would be covered by the contractual relationship between the customer and entity providing the non-regulated service.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 3  
Original Sheet 55

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

#### 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;
  - (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.
  - (7) Searching for and assigning a number other than the next number in a sequence.
  - (8) Installation of Custom Calling Features.
- (B) Charges shown are in addition to installation charges shown under other sections of these Terms of Service.
- (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 Service Order charge will apply when moves, rearrangements, or changes are initiated by the Company.
- (E) Charges for moves and changes initiated by the customer are not to exceed the sum of the charges which would apply to a new installation of the same service and facilities.
- (F) During specific promotional periods, the offer may be made to reduce service and equipment 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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 3  
Original Sheet 56

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

#### 3.4 Rate Regulations

- (A) The Service Order Charge, Initial and reconnections is as set forth in Section 20.4 (A) following. Applies on all new requests for service and for requests to reconnect service.
- (B) The Premise Visit Charge is as set forth in Section 20.4(D) following.
- (C) The Service Order Charge, Central Office is as set forth in Section 20.4 (C) following and applies to requests that only involve changes to features or other switch software modifications.
- (D) Returned check charge applies whenever a customer's payment is refused by the financial institution authorized by the customer to complete payment for company charges. See 2.5.1(A)(2) and 20.2 (A)(1).
- (E) Network Protection Device applies whenever the Company is required to install a Network Protection Device at the customer's premises.

Effective Date: June 1, 2018



## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 4  
Original Sheet 57

### 4. Colorado Direct Service Programs

#### 4.1 Lifeline Assistance Program

Lifeline Assistance is a government assistance program developed to reduce rates for primary residential local exchange service to qualifying subscribers who receive income-based benefits. The assistance applies to a single telephone line or broadband service at the applicant's principal place of residence. The Company participates in this program to increase the availability of telecommunications services to all consumers in its service area.

##### 4.1.1 General Description

- (A) The Lifeline Assistance reduces an eligible customer's monthly rates for local service. An eligible customer receives a federally subsidized credit toward the monthly cost of basic telephone service.
- (B) The Link Up support has been eliminated due to the result of the Lifeline/Link Up Order released by the Federal Communications Commission on February 6, 2012. This order eliminates the Link Up as of April 1, 2012
- (C) Eligible customers may obtain Toll Blocking or Limited Toll Blocking free of charge. Toll Blocking is a service that does not allow any toll calls (1+, or 0+). Limited Toll Blocking provides the customer with limited ability to make toll calls by dialing 0+, and using a calling card, credit card, or prepaid calling card. Billed number screening is applied to all lines equipped with Toll Blocking or Limited Toll Blocking. Billed number screening prevents most third party, and collect calls from being charged to the access line.
- (D) Eligible customers that elect to take Toll Blocking will not be required to pay a service deposit.
- (E) Service will not be disconnected for nonpayment of toll as long as the eligible customer continues to pay the local service charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.

Effective Date: June 1, 2018

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 4  
Original Sheet 58

4. Colorado Direct Service Programs (Cont'd)

4.1 Lifeline Assistance Program (Cont'd)

4.1.2 Undertaking of the Telephone Company

- (A) The Telephone Company will begin providing the services and Lifeline Assistance Program discounts described in Section 4.1 preceding on the date this Terms of Service is approved or becomes effective by operation of law.
- (B) The Telephone Company will waive the Service Order Charges to change to or from the Lifeline Assistance Program due to change in eligibility status.
- (C) The Telephone Company will keep accurate records of the revenues they forgo in reducing their customary charges as a result of this program in conformity with 47 CFR §54.403 and §54.411. Pursuant to 47 CFR §54.401(d) the Telephone Company will provide the records to the federal Administrator.

If the Company receives notification from the program administrator that the subscriber is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of the subscriber's household is receiving Lifeline service, the subscriber will be de-enrolled from Lifeline Assistance without notice within five (5) business days following the Company's receipt of that notice.

- (D) The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance.

4.1.3 Limitations

- (A) The discounts are applicable only on the end user's principal residence line.
- (B) Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.
- (C) One low income credit is available per household, which may be applied towards a qualifying wireline service broadband service or a bundled voice and data service package. Customers are not eligible to receive a credit from the Company if they receive a Federal Lifeline Program credit for a service provided by another Eligible Telecommunications Carrier or Lifeline Broadband Provider.
- (D) A Lifeline customer may subscribe to any local service offering available to other residential customers.

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**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 4  
Original Sheet 59

4. Colorado Direct Service Programs (Cont'd)

4.1 Lifeline Assistance Program (Cont'd)

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4.1.4 Obligations of the End User

The end user seeking the Lifeline Assistance Program discounts are responsible for providing acceptable documentation as proof of their eligibility.

The Company will confirm a subscriber's continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification as to his/her present qualifications for Lifeline service. Upon a determination of ineligibility, the credit will be discontinued on the bill if the customer fails to provide proof of eligibility within thirty (30) days following written notification to the customer.

(A) To constitute a qualifying low-income customer eligible to receive Lifeline services, a customer must meet the requirements set forth in either paragraph 1 or 2 below:

1. A customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size;

(a) For purposes of these rules, "income" is defined as all income actually received by all members of a household. This includes salary before deductions for taxes, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, work's compensation benefits, gifts, lottery winnings, and the like. The only exceptions are student financial aid, military housing and cost-of-living allowances, irregular income from occasional small jobs such as baby-sitting or lawn mowing, and the like.

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**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 4  
Original Sheet 60

4. Colorado Direct Service Programs (Cont'd)

4.1 Lifeline Assistance Program (Cont'd)

4.1.4 Obligations of the End User (Cont'd)

(b) A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or guardians are considered to be part of the same household as their parents or guardians.

2. Lifeline Assistance is also available to all residential customers who participate in any of the following low income assistance programs. A subscriber will also be considered to be eligible even if he does not personally participate in any of the following programs, so long as an individual who lives in his household, and for whom he is financially responsible, does participate in at least one of these programs.

- (a) Supplemental Security Income (SSI)
- (b) Supplemental Nutrition Assistance Program (SNAP)
- (c) Medicaid
- (d) Federal Public Housing Assistance/Section 8 (C)
- (e) Veterans Pension Benefit and Survivors Pension (D)

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Colorado

Section 4  
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4. Colorado Direct Service Programs (Cont'd)

(N)

4.1 Lifeline Assistance Program (Cont'd)

4.1.4 Obligations of the End User

3. In addition to meeting the qualifications provided in paragraph 1 or 2 of this section, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber's household subscribed to a Lifeline service.

4.1.5 Payment Arrangements and Credit Allowances

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

4.1.6 Rate Regulations

(A) The Local Exchange Service rate reduction for the Lifeline participants is as set forth in Section 20.4 (A). The rate reduction will be prorated on the basis of a 30-day month from the effective date of the end user's application.

(N)

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Pine Drive Telephone Company  
Colorado

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4. Colorado Direct Service Programs (Cont'd)

4.2 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing, or speech impaired persons who use Text Telephone (TT) or similar devices 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.

Pursuant to Rule 4 CCR 723-2-2827(a), the Commission shall determine, and by appropriate order, impose a uniform charge on each business and residential access line in a uniform amount in order to fund the TRS program. Such charge may be adjusted on or before July 1 of each year. The uniform charge imposed pursuant to § 40-17-103(3)(a), C.R.S., shall be billed to each access line provided by each LEC.

The uniform charge shall not be included in each subscriber's bill as part of the subscriber's based rate. The uniform charge shall be listed as a separate item appearing on each customer's monthly billing statement as rendered by each local exchange provider. The charge shall be listed as the "Colorado Telecommunications Relay Service Fund".

Monthly Charge

1.	Per Access Line, Per Month		
	a. Residence	\$ 0.04	(R)
	b. Business	\$ 0.04	(R)

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 4  
Original Sheet 63

4. Colorado Direct Service Programs (Cont'd)

4.3 Colorado Universal Service Program

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.

(R)

The current Colorado Universal Service Charge is 2.6%.

Effective Date: June 1, 2018

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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Original Sheet 64

### 5. Basic Local Service

#### 5.1 General Description

- (A) Basic Local Service 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. Basic Local Service also provides for the listing of the end users telephone number in the local telephone directory.
- (B) As part of its obligation to provide adequate basic local exchange service, the Company will construct and maintain its telecommunications network so that the network will provide the following services or capabilities to each of its customers within its service area: 1) individual line service, 2) voice grade line accessible to the public switched network, 3) dual-tone multi-frequency signaling capability (touchtone) or its functional equivalent, 4) facsimile and data transmission capable of transmitting over the public switched network when the customer uses modulation/demodulation devices rated for such capability, 5) the ability to place calls to or receive calls from all local exchange access lines within a Commission-approved local calling area, 6) access to emergency services, 7) access to toll services, 8) customer billing, 9) public information assistance, 10) access to operator services, 11) White page directory listing, 12) access to directory assistance and intercept, and 13) service provisioning during maintenance or emergencies as prescribed by Commission rules.

#### 5.2 Undertaking of the Telephone Company

- (A) The Telephone Company will provide Basic Local Service (Switching Service and Access Line) to end users residing within the exchange boundaries of the Telephone Company Exchange.
- (B) Use of Basic Local Service will be provided to residential and business end users only.
- (C) An end user that is provided with Basic Local Service 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, address including zip code, and telephone number. 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.



## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 5  
Original Sheet 65

### 5. Basic Local Service (Cont'd)

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

- (E) An end user that is provided Basic Local 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.
- (F) Number Reserve Service is available to residential subscribers who will be away from their premises for a minimum of three months up to a maximum of six months and who wish to reserve their listed telephone number. A reconnect service order charge is applicable when the customer requests the number to be reactivated.
- (G) Intercept arrangements as necessary will be provided with Basic Local Service with each relocation or discontinuation of service. Such intercept arrangements will be the sole responsibility of the Telephone Company.
- (H) The Telephone Company will construct and maintain its telecommunications network so that the instrumentalities, equipment, and facilities within the network shall be adequate, efficient, just and reasonable in all respects in order to provide service to its customers. The service provided will meet the quality standards as defined in the Colorado Public Utility Code of regulations 4 CCR 723-2 2308, 2330-2341. 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) preceding.
- (I) Touch Tone Service will be provided in conjunction with Basic Local Service at no additional charge.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 5  
Original Sheet 66

### 5. Basic Local Service (Cont'd)

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

(J) An end user that orders Basic Local Service and 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.

(D) Basic Local Service 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) Basic Local Service will not be provided for use as dedicated facilities.

(F) Basic Local Service will not be provided in subdivisions and mobile home parks except as provided in Section 14 Construction Charges following.

(G) No outward or inward service is provided during the period of Number Reserve Service.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

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### 5. Basic Local Service (Cont'd)

#### 5.4 Obligations of the End-User

The obligations of the end user are as set forth in Section 2.3 preceding. In addition the following obligations apply:

- (A) The end user shall, upon application for Basic Local 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 Basic Local 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 Basic Local Service and order such service from Section 8 Supplemental Directory Listings.
- (D) An end user ordering Number Reserve service, extension of service, or requesting early restoration of complete service must give sufficient advance notice to permit the Telephone Company to make the arrangements.

#### 5.5 Payment Arrangements and Credit Allowances

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

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

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5. Basic Local Service (Cont'd)

5.6 Rate Regulations

- (A) The combined charges for Residential Basic Local Service and the Community of Interest Calling Plan (CICP) Service (Section 6) are as set forth in Section 20.5 (A) (1) following.
- (B) The combined charges for Business Basic Local Service and the Community of Interest Calling Plan (CICP) Service (Section 6 following) are as set forth in Section 20.5 (A) (2) following.
- (C) The charge for Number Reserve Service is set forth in Section 20.5 (B) following. A non-recurring service order charge, reconnect as set forth in Section 20.3(C) Residential applies when a subscriber's number is reactivated.

Effective Date: June 1, 2018

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 6  
Original Sheet 69

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 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	Beulah	Pueblo - Sunset & Main Pueblo West Vineland

The Company's local calling area includes the following exchanges:

Beulah (485)  
Pueblo and Pueblo West (202, 214, 225, 240, 242, 248, 250, 251, 252, 253, 281, 283, 288, 289, 295, 296, 299, 320, 334, 369, 404, 406, 415, 423, 470, 542, 543, 544, 545, 546, 547, 549, 553, 557, 560, 561, 562, 564, 565, 566, 568, 569, 582, 583, 584, 585, 586, 595, 621, 647, 671, 696, 716, 717, 733, 744, 766, 778, 821, 924, 948, 994)

Effective Date: June 1, 2018

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 7  
Original Sheet 70

7. N11 Abbreviated Dialing Codes

(N)

7.1 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 Decision No. 97-51 and 00-256, issued in CC Docket 92-105:

- 211 - Community Information and Referral Services
- 311 - Non-Emergency Governmental Services
- 511 - Traffic and Transportation Information
- 711 - Telecommunications Relay Service
- 811 - One call notification system

7.2 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.

7.3 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.

Switch Translation Charge, per switch  
Dedicated Trunking Facilities

ICB

Effective Date: June 1, 2018

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

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Original Sheet 71

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

Restricted Listings

Non-listed service

Non-published service

8.2 Definitions

Additional Listing

Additional listings may be furnished with residence service for others who are members of the customer's domestic establishment and who occupy the same premises.

Business additional listings may be the owner or employee of a business, officer of the corporation, another name by which the business is known, or another way of listing the same name.

**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 8  
Original Sheet 72

8. Supplementary Directory Listing Services

8.2 Definitions (Cont'd)

Restricted Listings - Non-Listed & Non-Published

Non-published service is an arrangement where a customer's listing is omitted from both the telephone directory and information listing.

The Company will take reasonable precautions not to publish the number in any of its publicity distributed directories and, except when required by law, will not disclose the number to any person other than representatives or those of another telephone company, or to other customers who are billed for calls placed to or from non-published numbers.

Non-listed service is an arrangement whereby a customer's number is omitted from the telephone directory but not from the information records.

When non-published or non-listed service is to be furnished, the customer will be required to execute an arrangement which holds the Company harmless from any damages which might arise and which absolves the Company from any responsibility for the failure of the customer to receive calls because of the non-published or non-listed arrangement.

Customers subscribing to non-published telephone number service, release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever whether suffered, made, instituted or asserted by the customer or by any other party or person caused or claimed by its publication of such number or the disclosing of said number to any person.



## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 8  
Original Sheet 73

### 8. Supplementary Directory Listing Services

#### 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 issued. 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.
- (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.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 8  
Original Sheet 74

### 8. Supplementary Directory Listing Services

#### 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 not permitted in connection with residential service.
- (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) When an end user with non-published telephone service places a call over a 911 service to a public safety answering point, and the public safety answering point attendant places such call on called party hold, and such call is represented to the Telephone Company to be of an emergency nature, the Telephone Company will release, upon request by such public safety attendant, the name and address of the calling party.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 8  
Original Sheet 75

### 8. Supplementary Directory Listing Services

#### 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

The rates for each directory listings are set forth in Section 20.5 following.

Charges for Additional Listings will be those incurred by the Company issued from the service provider publishing the listings, e.g. the Company will pass through to the customer any and all charges invoiced the Additional Listings provider.

Effective Date: June 1, 2018

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 9  
Original Sheet 76

### 9. IntraLATA Presubscription

#### 9.1 General Description

- (A) IntraLATA Presubscription is a procedure whereby a customer designates to the Telephone Company the carrier which the customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a customer, who has presubscribed to an intraLATA toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.
- (B) All intraLATA toll message calls are subject to intraLATA Presubscription. An intraLATA toll message call is a completed call on the public switched network between the originating location and a terminating location within a given LATA, but outside the local service area of the originating location.
- (C) All 0+ calls, calls to 1-NPA-555-1212, 411, 611, 911, Public Announcement Service calls (976-XXXX), and all local calls, including Extended Area Service (EAS) and Expanded Local Calling calls, are specifically excluded from intraLATA Presubscription. Calls using the 500, 700, 800 series, or 900 service access codes shall be routed in accordance with the North American Numbering Plan.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 9  
Original Sheet 77

### 9. IntraLATA Presubscription

#### 9.2 Undertaking of the Telephone Company

- (A) New local service customers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place on order with the Telephone Company for local exchange service. The new customer will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new customer is unable to make a selection at that time, the Telephone Company will inform the new customer that he/she will be given one hundred twenty (120) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new customer will also be informed that the Telephone Company will assess a charge for any selections made after the one hundred twenty (120) day window and that until such a selection is made, the customer will be required to dial a carrier access code to route all intraLATA toll calls.
- (B) Customers may change their presubscribed intraLATA toll carrier at any time, subject to the charges specified in Section 9.3.

#### 9.3 Rate Regulations

After a customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an intraLATA Presubscription Change Charge, as set forth in Section 20.12, will apply.

Effective Date: June 1, 2018

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 10  
Original Sheet 78

### 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 (off-premise) at the same address. 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 at the same physical address and 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 not provide Premise Extension Service (two access lines with the same telephone number) when the premises are on different cable routes from the central office.
- (D) Temporary Premise Extension Service is not offered to subscribers who are in the process of moving from one location to another during a traditional move process. The company, at its discretion, may enable a temporary number at the new location for use during the move.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 10  
Original Sheet 79

### 10. Premise Extension Service

#### 10.3 Limitations

- (A) Premise Extension Service can only be provided in conjunction with Basic Local Service (access line).
- (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 Basic Local Service (access line).
- (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.
- (C) For temporary premise extensions, the end user will be responsible for notifying the Company when their move is completed, so that the off-premise extension can be closed.

#### 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) Rates for Premise Extension Service are set forth in Section 20.7(B) following.
- (B) A service order charge and Premises visit charge as set forth in Section 20.4(A) will be assessed for premise extensions requested after initial service is installed.

Effective Date: June 1, 2018

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 11  
Original Sheet 80

### 11. Custom Calling/CLASS Services

#### 11.1 General Description

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

#### 11.2 Definitions

- (A) Anonymous Call Rejection - Allow a customer to reject all calls from parties who have blocked delivery of their number.
- (B) Answer Supervision - Answer Supervision gives the calling station an "off-hook" supervisory signal when the called party answers their phone.
- (C) Automatic Recall - Allows a customer encountering a busy signal to automatically retry the call when the called number becomes idle.
- (D) Automatic Identification Outward Dialing - Records each outgoing, billing call allows a customer to track calls by creating a record of each call placed and the line originating the call.
- (E) Call Forward Busy - Incoming calls attempting to terminate to a busy line will be redirected to another line.
- (F) Call Forward Busy / No Answer - Allows a customer to have incoming calls forwarded to another number if the called number is busy or does not answer.
- (G) Call Forward No Answer - Provides for forwarding of incoming calls to a predetermined line when the called line does not answer within a predefined ringing cycle.
- (H) Call Forward, Remote Access - Allows customers to activate or deactivate the Call Forward option on their line from a remote telephone.
- (I) Call Forwarding, Fixed - Incoming calls may be transferred to another telephone number by signaling a prefix code. The telephone number to which calls are to be transferred will be predetermined by the subscriber. Calls forwarded by this feature are subject to long distance message charges. These calls are also subject to transmission limitations. No MRC grand-fathered for services existing prior to 1/1/2009.



**TERMS OF SERVICE**

Pine Drive Telephone Company  
Colorado

Section 11  
Original Sheet 81

11. Custom Calling Services (Cont'd)

11.2 Definitions (Cont'd)

- (J) Call Forwarding, Variable - Enables the customer to forward incoming calls to another number by dialing a code, plus the number to receive the call. Calls forwarded by this feature are subject to long distance message charges. These calls are also subject to transmission limitations.
  
- (K) Call Hold - Allows the customer to hold one call for any length of time provided that neither party goes off-hook.

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 11  
Original Sheet 82

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

#### 11.2 Definitions (Cont'd)

- (L) Call Pick-Up - Allows a customer to answer incoming calls to another line within a defined call pick-up group. Call pick-up is provided on individual lines within a customer group.
  
- (M) Call Trace - Allows the customer to activate a trace of the last incoming call by dialing \*57. The results of the trace are made available to the County Sheriff or Police Department. The customer is notified by a prerecorded voice announcement if the trace was successful. After a successful trace the customer must call the Sheriff or Police Department to take legal action.
  
- (N) Call Transfer - Allows the customer to transfer a call to another number and then drop out of the call, leaving the users connected. A subscriber must have Conference Calling to use this feature.
  
- (O) Call Waiting - A customer who is using a line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer can alternate between two callers by placing one caller on hold. The customer has the ability to disengage the Call Waiting feature on a per-call basis. Incoming calls receive a busy treatment. This feature ensures that Call Waiting indication tones will not interrupt important calls or disrupt data transmissions. No MRC grand-fathered for services existing prior to 1/1/2009
  
- (P) Calling Number Delivery (Caller ID) - Allows the called customer's premise equipment to receive the calling party's telephone number during the ringing cycle.
  
- (Q) Calling Number Delivery Blocking - This feature can be obtained two ways - per line blocking and per call blocking. Calls made from lines with the optional per line blocking feature will not forward the callers telephone number to the called party. Lines which do not have this feature may also block Calling

Number Delivery on a per call basis by dialing \*67 before the called number. Lines which have per line calling number delivery blocking may unblock on a per call basis by dialing \*82 before the called number.

Effective Date: June 1, 2018

## TERMS OF SERVICE

Pine Drive Telephone Company  
Colorado

Section 11  
Original Sheet 83

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

#### 11.2 Definitions (Cont'd)

- (R) Caller ID - 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 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.
- (S) Caller ID w/Call Waiting - An arrangement whereby an end user who is using their exchange access line and is alerted by a tone signal that another caller is trying to reach that line, will be able to get delivery of the second callers number or name and number. The end user can then determine if they desire to transfer to the second call.
- (T) Conference Calling - Allows the customer to add other participants to a telephone conversation already in progress.
- (U) Continuous Redial - Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available.
- (V) Customer Group Calling - Allows a customer group to complete calls to other lines within the group by using one to four digits.
- (W) Custom Link (Teen Line) - Allows multiple directory telephone numbers to share the same line, so that users can receive calls dialed to separate numbers without installing additional lines. A different ring is provided for each additional phone number on the one line. Up to four additional phone numbers per line are available.

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

#### 11.2 Definitions (Cont'd)

- (X) Disconnect Recording - For customers who move outside of the Company's service area, a recording is provided which identifies the new number.
- (Y) Distinctive Ringing - Allows the customer to designate incoming telephone numbers that may be identified using distinctive ringing or alert tone. The Distinctive Ring is created by assigning a different telephone number to each ringing pattern.
- (Z) Group Calling Only - Lines with this feature can only receive calls from a customer group. Originating calls from a line with Group Calling Only will be processed normally.
- (AA) Group Speed Calling - Allows a customer group shared use of a speed calling list of up to 30 stored numbers. A control station will add, change or delete telephone numbers from the list for the group.
- (AB) Hot Line - Hot line service allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.
- (AC) Last Call Return - Allows a customer to automatically redial the last incoming number.
- (AD) Originating Service Denied - Lines with this feature are not allowed to make originating calls. Calls terminating to a line with Originating Service Denied will be processed normally.
- (AE) Priority Call - Allows a customer to assign a maximum of 32 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. If the customer has the call waiting feature, they will also hear a distinctive call waiting tone
- (AF) Selective Call Forwarding - Allows the customer to define a special list of incoming telephone numbers to forward to a designated telephone number.

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

#### 11.2 Definitions (Cont'd)

- (AG) Selective Call Acceptance - Allows the customer to accept call attempts from a specified list of telephone numbers.
- (AH) Selective Call Rejection - Allows the customer to reject call attempts from selected calling parties. The customer can designate a list of up to 6 numbers that can be rejected.
- (AI) Speed 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. No MRC grand-fathered for services existing prior to 1/1/2009
- (AJ) Terminating Service Denied - Lines with this feature cannot receive any terminating calls. Originating calls from a line with Terminating Service Denied will be processed normally.
- (AK) 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. No MRC grand-fathered for services existing prior to 1/1/2009
- (AL) Toll Restriction - This feature provides the customer with an assigned access code that restricts access to long distance calls, with the intent of controlling long distance charges.
- (AM) Toll Denial/Blocking - Does not permit originating long distance calls. In addition, this arrangement denies the customer access to ZERO (Operator) dialing.
- (AN) Trunk Hunting - The next available line is selected when the called number is busy.

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

#### 11.2 Definitions (Cont'd)

- (AO) Unidentified Call Rejection - Allows the customer to screen incoming calls. By activating this feature with \*77, the customer can send unidentified callers to a recorded message. A customer must have Caller ID to use this feature.
  
- (AP) Warm Line - Allows the customer a specific amount of time to dial a number before a pre-designed number is automatically dialed. The customer may use the telephone normally, or call a pre-designed number simply by staying off hook.

#### 11.3 Undertaking of the Telephone Company

- (A) Non-published lines will automatically receive per line Calling Number Delivery Blocking without any Service Order charge.
  
- (B) All new customers will be notified that Caller ID is introduced in Colorado and that it will disclose their numbers unless their calls are blocked. New customers will be offered line blocking at no additional charge when they order service and for seven days following their original order.
  
- (C) Law enforcement agencies and domestic violence shelters may obtain per line Calling Number Delivery Blocking or terminate Calling Number Delivery Blocking on any line without a service order charge.

#### 11.4 Limitations

- (A) Custom Calling Services are available only where the equipment is available to provide such services.
  
- (B) The acceptance of long distance collect call messages is not restricted by the use of Toll Restriction.
  
- (C) Custom Calling Services will only be provided under Terms of Service to residential end users and business end users with less than five access lines.
  
- (D) CLASS Calling Services which involve call identification are effective for local calls and from exchanges where compatible SS7 technology is utilized.

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- (E) When a service is programmed for both 3-Way Calling and Call Waiting, only one of the two may be activated at any one time.
- (F) A service may be programmed with any combination of the Custom Calling/CLASS Services; however, certain features may conflict and are mutually exclusive.
- (G) The company makes no warranty that any Custom Calling/CLASS feature will be compatible with all or any individual customer premise device.

### 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 Allowances

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 package of services (when applicable) are set forth in Section 20.11 following.

Subsequent service order charge applies for changes to features after initial setup as set forth in Section 20.3.

The Company may create bundles of specific Custom Calling/CLASS services. The bundle price shall not exceed the sum of the individual service prices.

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### 14. Construction Charges

Construction charges for line extensions consist of additions to plant beyond existing subscriber plant. Construction charges are applied to subscriber applicants with abnormally long extension requirements to prevent unreasonable burdening the general body of existing subscribers. The Company owns all line extensions. Sections 14.2 through 14.4 apply to the extension of telephone facilities for the provision of basic local exchange telephone service. Section 14.5 provides for the Special Construction of facilities, construction of temporary telephone facilities, and construction under unusual conditions.

#### 14.1 Definitions

- (A) 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 roads, land or facilities.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) 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.

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### 14. Construction Charges

#### 14.2 General Provisions

- (A) 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 ordered in advance of actual Customer demand for service;
  - 3) Unusual costs are involved in furnishing the service; or,
  - 4) The cost of providing service may involve considerable investment to extend facilities beyond existing facilities.
- (B) 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.
- (C) 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 on the general body of Customers. Construction costs, in excess of any allowances provided in Section 14.6 following, will be billed to Customers as a Construction Charge.
- (D) 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 14.5 of these Terms of Service.
- (E) 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.
- (F) 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.

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14. Construction Charges

14.2 General Provisions (Cont'd)

- (G) Applicants ordering service at more than one premises are treated as separate Applicants at each premises for purposes of this Terms of Service.
- (H) The ownership of any pole line, circuit or other facilities provided wholly or in part at the expense of an Applicant under this Terms of Service shall at all times be vested exclusively in the Company.
- (I) Consistent with the Commission's Rules Regulating Telecommunications Providers and Telephone Utilities, a written good faith cost estimate will be provided to the Customer. The Customer is responsible for paying the full amount of the Customer's share of the estimated Construction Charge prior to the Company commencing construction. The Customer's share of the estimated construction costs is the amount of the cost estimate in excess of the Construction Charge allowance specified in Section 14.6 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.

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### 14. Construction Charges

#### 14.3 Undertaking of the Telephone Company

- (A) The Company will provide an Engineering Cost Estimate, free of charge, for the first request for telephone service to a Customer's premises or to each individual Customer comprising a group of customers, and upon receipt of Customer provided information by the Company. Subsequent requests for Engineering Cost Estimates, for facility extensions at the same premises or group of premises 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 of service.
- (B) The Company will determine the locations for construction of line or facility extensions and the distances (including drop wire) will be measured along the Company selected route.
- (C) The Company will determine the method of construction and the type of materials required to provide the quantity and grade of telephone service requested by the Customer. The Customer will be required to pay the added costs involved when a different type of construction or quantity of facilities, than proposed by the Company is desired.
- (D) The Company will attempt to survey other prospective subscribers who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Construction charge allowances are provided only for those prospective subscribers making a written application for service.

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### 14. Construction Charges

#### 14.3 Undertaking of the Telephone Company

- (E) 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.
- (F) 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 the 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 14.6 following.
- (G) 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.
- (H) 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 premise.

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### 14. Construction Charges

#### 14.3 Undertaking of the Phone Company (Cont'd)

- (I) 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.
- (J) When a new Applicant requests service that can be provided by an extension of facilities from a previously completed construction project and the new Applicant has requested service within three years from the date service was initially established for such project, the construction cost of the entire project, including the cost of serving the new Applicant is computed. The revised construction costs shall include an additional Construction Charge Allowance for the new Applicant. If the original Construction charge collected from the initial Applicant(s) was greater than the recomputed amount based on the inclusion of the additional Applicant to the project, the initial Applicant(s) shall be refunded the difference between the original Construction Charge and the revised Construction Charge.
- (K) Computation of construction charges, for the addition of a new Applicant or Applicants to a completed project, is made with the assumption that there have been no disconnects of service by the original Applicant(s) to the project. When one or more Customers serviced 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. 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.
- (L) Reinforcement of existing physical plant will be provided at the Company's expense unless Special Construction Charges apply pursuant to Section 14.5 of this Terms of Service.
- (M) Where new construction is required, the Company will consult with other utilities to minimize construction costs (e.g., sharing trenches, poles, etc.).

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### 14. Construction Charges

#### 14.4 Land Development Agreements

- (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;
  - 5) Rights, responsibilities and liabilities associated with trench and backfill work upon initial construction and subsequent maintenance; or,
  - 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).

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14. Construction Charges

14.4 Land Development Agreements

- (B) The Company will use standard specifications and will engineer, design, secure all materials and provide the labor to extend telecommunications facilities from existing Company facilities to the development and to place telecommunications facilities within the development. Consistent with the Commission's Rules regulating telecommunications providers and telephone utilities, a written, good faith, cost estimate will be provided to the Developer/Builder. The Developer/Builder is responsible for paying the full amount of 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.
- (C) 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.

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14. Construction Charges (Cont'd)

14.4 Land Development Agreements (Cont'd)

- (F) Distribution facilities covered by a LDA cannot be used for subsequent developments until they are covered by a new LDA.
  
- (G) Once the Company has completed the construction within a land development area, the Company will reimburse the Developer/Builder the lesser of the average cost per single party loop per premises for the land development project or the Construction Charge Allowance per Section 14.6 following, for each Customer that established 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.



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14. Construction Charges

14.5 Limitations

(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 Terms of Service.
- 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.
- 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.

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14. Construction Charges (Cont'd)

14.5 Limitations (Cont'd)

(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 premise.
- 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.

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14. Construction Charges (Cont'd)

14.5 Limitations (Cont'd)

(C) Buried and/or Underground Telecommunications Facilities  
Serving Cluster and Mobile Homes.

- 1) A Cluster/Mobile Home Developer will be required to sign a LDA pursuant to Section 14.4 of this Terms of Service.
- 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 backside, 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 H., 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.

Effective Date: June 1, 2018

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14. Construction Charges (Cont'd)

14.6 Rate Regulation

For extensions of facilities beyond the existing exchange facilities of the Company or in areas of new land development and in compliance with these Terms of Service, the Company will provide the Applicant a Construction Charge Allowance at the amount as set forth in Section 20.14 following. If this allowance equals or exceeds the cost of construction, no Construction Charge will be levied.

Effective Date: June 1, 2018

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### 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 Terms of Service.

- (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).

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### 15. Basic Emergency Services

#### 15.3 Limitations

- (A) The Telephone Company shall not be interpreted, construed, or regarded as creating any 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.

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### 15. Basic Emergency Services

#### 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.

#### 15.6 Rate Regulations

##### E911 Network Trunk

The E911 Network Trunk 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.

The charges for E911 Network Trunks will apply on a per Trunk basis at the rates set forth in Section 20.15 following.

Effective Date: June 1, 2018

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### 16. Digital Transport Service

#### 16.1 General

Digital Transport Service (DTS) is a digital connection from the company's wire center to the customer's premises. The service involves a high capacity DS-1 interface through which the customer performs the channelization function. DTS includes a DS-1 facility, common equipment and local switching. The customer supplies the customer premise equipment (CPE) necessary to derive up to 24 voice-grade channels or utilize the full available bandwidth.

#### 16.2 Terms and Conditions

- a. DTS is provided subject to the availability of Company facilities.
- b. Each DTS facility enables the customer to configure up to a maximum of 24 channels. The CPE necessary to channelize the service is the sole responsibility of the customer.
- c. The customer is responsible for utilizing CPE that is compatible with Company equipment.
- d. In conformance with NECA's FCC Tariff No 5, DTS will be assessed five (5) Multi-line Business End User Common Line charges, regardless of the number of activated channels.
- e. The customer is required to provide muxing/demuxing at the customer premise, if necessary.
- f. The customer is responsible for channel assignments on the DS-1 facility.
- g. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of the inside wire not owned by the Company and the CPE that the customer uses in connection with the service. Customer premise wiring must be compatible with the Company's provision of the service.

#### 16.3 Rate Regulation

The charges for Digital Transportation Services are set forth in Section 20.16 following.

Effective Date: June 1, 2018



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1. Promotional Offerings

17.1 General Description

During specific promotional periods, the offer may be made to reduce nonrecurring and/or recurring charges on a non-discriminatory basis, up to the full amount, for products and services. Each such offer shall be briefly described in a sequentially numbered Promotional Letter to the Commission on not less than fourteen days notice, and shall be for a period not to exceed ninety days. The earliest proposed effective date for any promotional offering shall be the day following the expiration of the notice period.

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18. Operator Services

Pine Drive Telephone Company, concurs with the Qwest Corporation Exchange and Network Services Tariff, Colorado P.U.C. Number 15 Section 6.2.3 B, C for the provision of local and toll related operator services.

Effective Date: June 1, 2018

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20. Rates and Charges

All the rates and charge for the services offered in this Terms of Service are shown in this section. Reference is made for each rate element to the appropriate paragraph where the application of the service is described. Services are provided where facilities are available.

20.1 RESERVED FOR FUTURE USE

20.2 Payment Related Charges

(A) Payment Related Charges	<u>Monthly</u>	Non- <u>Recurring</u>	<u>Source</u>
1. NSF Check Charge Per check		\$12.00	2.5.1(A)(2)

20.3 Access Ordering, Service Connection, Move and Change Service

(A) Service Order Charge, Initial	<u>Monthly</u>	Non- <u>Recurring</u>	<u>Source</u>
1. No Trip to Premises Per Occurrence		\$7.50	3.4(A)
2. Trip to Premises in Base Area Per Occurrence		\$65.00	3.4(A) 10.6 (B)
3. Trip to Premises outside Base Area Per Occurrence		\$85.00	3.4(A) 10.6 (B)
(B) Service Order Charge, Reconnect		\$65.00	3.4(B)
(C) Network Protection Device, Install		\$30.00	3.4(E) 10.6 (B)
(D) Connect New Service (includes Service Order and Central Office charge):			
Within Base Area:			
Premises has never had service or has been empty more than 2 years		\$125.00	3.4(F)
Premises has had service in past 2 years		\$ 45.00	3.4(F)

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20. Rates and Charges (Cont'd)

20.3 Access Ordering, Service Connection, Move and Change Service (Cont'd)

		<u>Monthly</u>	<u>Non- Recurring</u>	<u>Source</u>
(E)	Connect New Service (includes Service Order and Central Office charge)(Cont'd):			
	Outside Base Area:			
	Premises has never had service or has been empty more than 2 years		\$125.00	3.4(F)
	Premises has had service in past 2 years		\$ 65.00	3.4(F)
(F)	Move Service from one premises To another:			
	New premises has had service In past 2 years		\$30.00	3.4(G)
	New premises has not had service in past 2 years		New connect charges apply	3.4(G)

20.4 Low Income Telephone Assistance Programs

		<u>Monthly</u>	<u>Non- Recurring</u>	<u>Source</u>
(A)	Residential Local Exchange Access Service Rate - Lifeline credit			
	Per Access Line	\$10.00		4.6(A)
(B)	Lifeline Assistance Surcharge			
	Per Access Line	\$ 0.04		4.6(B) (I)
(C)	Non-Recurring Installation and Move Charges - Maximum Reduction	\$30.00		4.6(C)

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20. Rates and Charges (Cont'd)

20.5	<u>Basic Local Service</u>			
		<u>Monthly</u>	<u>Recurring</u>	<u>Non-Source</u>
(A)	Basic Local Service			
	(1) Residential Service Per Access Line	\$21.22		5.6(A)
	(2) Business Service (Including PABX and Key System Trunks) Per Access Line	\$21.22		5.6(B)
(B)	Number Reserve	N/C		5.6(C)
(C)	Seasonal Service	\$16.98		5.6(D)

20.6 RESERVED FOR FUTURE USE

20.7 RESERVED FOR FUTURE USE

20.8 Supplementary Directory Listing Service

		<u>Monthly</u>	<u>Non-Recurring</u>	<u>Source</u>
(A)	Additional Listing	\$ .60		8.7
(B)	Foreign Listings	n/c		8.7
(C)	Foreign Exchange Listing	**		8.7
(D)	Reference Listing	\$ .60		8.7
(E)	Non-Published Listing	\$ 1.50		8.7
(F)	Non-Listed Service	\$ 1.00		8.7

\*\* The rate for a foreign exchange listing will be the rate of the company in whose directory the listing appears.

20.9 IntraLATA and InterLATA Presubscription Charges

		<u>Monthly</u>	<u>Non-Recurring</u>	<u>Source</u>
(A)	Presubscription change charge			
	(1) Manual		\$ 5.50	
	(2) Electronic		\$ 1.25	
(B)	Changes for both InterLATA and IntraLATA simultaneously.			
	(1) Manual		\$ 2.75	
	(2) Electronic		\$ 0.63	

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20. Rates and Charges (Cont'd)

20.10 Premise Extension Service

	<u>Monthly</u>	<u>Non- Recurring</u>	<u>Source</u>
(A) Premise Extension Charge Per one-fourth mile or portion thereof	\$ 1.00		10.6

20.11 Custom Calling Services

	<u>Monthly</u>	<u>Recurring</u>	<u>Non- Source</u>
(A) Anonymous Call Rejection Per Service	\$ 2.00		11.7
(B) Answer Supervision Per Service	\$ 3.50		11.7
(C) Automatic Recall Per Use	\$ 0.25		11.7
(D) Automatic Identification Outward Dialing Per Service	\$ 2.00		11.7
(E) Call Forward Busy Per Service	\$ 1.00		11.7
(F) Call Forward Busy / No Answer Per Service	\$ 1.50		11.7
(G) Call Forward No Answer Per Service	\$ 1.00		11.7
(H) Call Forward, Remote Access* Per Service	\$ 1.00		11.7
(I) Call Forwarding, Fixed Per Service	\$ 2.00		11.7
(J) Call Forwarding, Variable Per Service	\$ 2.00		11.7
(K) Call Hold Per Service	\$ 2.00		11.7

\* Service not regulated by the Colorado Public Utilities Commission

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20. Rates and Charges (Cont'd)

20.11 <u>Custom Calling Services</u> (Cont'd)	<u>Non-</u> <u>Monthly</u>	<u>Recurring</u>	<u>Source</u>
(L) Call Pick-Up Per Service	\$ 2.00		11.7
(M) Call Trace Per Trace	\$ 1.00		11.7
(N) Call Transfer Per Service	\$ 2.00		11.7
(O) Call Waiting Per Service	\$ 2.00		11.7
(P) Calling Number Delivery (Caller ID) Per Service	\$ 3.95		11.7
(Q) Calling Number Delivery Blocking Per Service	N/C		11.7
(R) Caller ID - Name and Number Per Service	\$ 4.95		11.7
(S) Caller ID w/Call Waiting Per Service	\$ 6.00		11.7
(T) Conference Calling Per Use	\$ 2.00		11.7
(U) Continuous Redial Per Use	\$ 0.25		11.7
(V) Customer Group Calling Per Service	\$ 2.00		11.7
(W) Custom Link (Teen Line) Per Added Number	\$ 2.00		11.7
(X) Disconnect Recording Per Month or fraction thereof	\$ 5.00		11.7
(Y) Distinctive Ringing* Per Service	\$ 2.00		11.7
(Z) Group Calling Only Per Service	\$ 2.00		11.7
(AA) Group Speed Calling* Per Service	\$ 2.00		11.7

\* Service not regulated by the Colorado Public Utilities Commission

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20. Rates and Charges (Cont'd)

20.11 <u>Custom Calling Services</u>	(Cont'd)		Non-
	<u>Monthly</u>	<u>Recurring</u>	<u>Source</u>
(AB) Hot Line Per Service	\$ 2.00		11.7
(AC) Last Call Return Per Use	\$ 0.25		11.7
(AD) Originating Service Denied Per Service	\$ 2.00		11.7
(AE) Priority Call Per Service	\$ 2.00		11.7
(AF) Selective Call Forwarding Per Service	\$ 2.00		11.7
(AG) Selective Call Acceptance Per Service	\$ 2.00		11.7
(AH) Selective Call Rejection Per Service	\$ 2.00		11.7
(AI) Speed Dialing* Per Service	\$ 2.00		11.7
(AJ) Terminating Service Denied Per Service	\$ 2.00		11.7
(AK) Three Way Calling Per Service	\$ 2.00		11.7
(AL) Toll Restriction Per Service	\$ 2.00		11.7
(AM) Toll Denial/Blocking Per Service	N/C		11.7
(AN) Trunk Hunting Per Line in Hunt Group	\$ 2.00		11.7
(AO) Unidentified Call Rejection Per Service	\$ 2.00		11.7
(AP) Warm Line Per Service	\$ 2.00		11.7

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20. Rates and Charges (Cont'd)

20.12 Paystation Service

	<u>Monthly</u>	<u>Source</u>
(A) Paystation Access Line (1)	\$21.22	12.4
(B) Coin Supervision	\$ 2.21	12.4
(C) Selective Class of Call Screening		
Outgoing per line	\$ 2.00	12.4
Outgoing & Incoming per line	\$ 0.25	12.4

(1) Installation, move and change charges will be those applicable to business service.

20.13 RESERVED FOR FUTURE USE

20.14 Construction Charges Allowance

	<u>Non- Recurring</u>	<u>Source</u>
Per Applicant Per Premise	\$1,400.00	14.6

20.15 Basic Emergency Number Service

	<u>Monthly</u>	<u>Non- Recurring</u>	<u>Source</u>
E911 Network Trunk	\$90.00		15.6
ANI Per Access Line	\$ 0.02		15.6

20.16 Digital Transport Service

	<u>Monthly</u>	<u>Non- Recurring</u>	<u>Source</u>
DTS Circuit Per Each	\$130.00	\$349.00	16.3

20.17 RESERVED FOR FUTURE USE

20.18 Operator Services

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20.19 RESERVED FOR FUTURE USE

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