

TERMS AND CONDITIONS  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
OF  
SAN LUIS VALLEY RURAL ELECTRIC COOPERATIVE, INC.  
DBA  
CIELLO, INC.

This tariff applies to the resold and facilities-based Local Exchange Telecommunications Services furnished by Cielo, Inc. between one or more points in the State of Colorado. This tariff applies to Residential and Commercial Customers. This tariff is on file with the Colorado Public Utilities Commission, and copies may be inspected, during normal business hours, at the offices of the Company's sales agent. This tariff complies with Colorado Public Utilities Commission rules and Colorado statutes applicable to Cielo, Inc. For more information, see [www.cielo.com](http://www.cielo.com). For any additional questions or help with service, call our toll free number at (844-425-3556).

Cielo, Inc.  
PO Box 3625  
3625 US Highway 160 West  
Monte Vista, Colorado 81144

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## SECTION 1 DEFINITIONS

- 1.1. **Account** - Either a Customer's physical location or individual Services represented by a unique Account number. Multiple Services each with a unique Account number may be part of one physical location.
- 1.2. **Applicant** - A person who applies for Services for the first time or reapplies at a new or existing location after a previous discontinuance of Services.
- 1.3. **Application for Service** - The Company order process that includes technical, billing, and other descriptive information provided by the Customer that allows Company to provide requested communications Services for the Customer and Customer's Authorized Users.
- 1.4. **Authorized User** - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.
- 1.5. **Business Hours** - The time between 7:00 A.M. and 5:00 P.M., Monday through Thursday excluding holidays.
- 1.6. **Calling Station** - The originating point of a call.
- 1.7. **Calling Area** - A specific geographic area so designated for the purpose of applying a specified rate structure.
- 1.8. **Central Office** - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.
- 1.9. **Commercial Customer** - A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.
- 1.10. **Commercial Telephone Agreement** - An agreement executed by the Customer which is required by the Company to provide service.
- 1.11. **Commercial Telephone Service** - Telecommunication Services used primarily for business purposes by a Commercial Customer.
- 1.12. **Company** – The wholly owned subsidiary, Cielo, Inc., of San Luis Valley Rural Electric Cooperative, Inc.
- 1.13. **CPUC** – Colorado Public Utilities Commission.
- 1.14. **Customer** - The person, firm, company, corporation, or other entity, that orders or uses service and is responsible for the payment of charges and for compliance with this tariff.
- 1.15. **Customer Premises** - A location designated by the Customer for the purpose of connecting to Company's services.

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- 1.16. **Customer Provided Equipment** - Telecommunications equipment located at Customer's premise and provided by a Customer for the purpose of connecting to Company's services.
- 1.17. **Directory Listing** – The information published in a White Pages directory pertaining to a specific access line or Customer that includes the Customer's name, address and telephone number.
- 1.18. **Exchange Area** - Means a geographic area established by the CPUC for the purpose of establishing a local calling area that consists of one or more Central Offices together with associated facilities and plant located outside the Central Office, used in providing basic Local Exchange Telecommunication Service. The Company concurs with the ILEC's exchange areas and exchange maps listed in their respective local exchange tariffs which are on file at the CPUC.
- 1.19. **Facility or Facilities** - Any item or items of communications plant or equipment such as Central Office Equipment, supplemental equipment, apparatus, wiring, cables and other material and mechanisms necessary to or furnished in connection with telephone service or to connect to Company's Services.
- 1.20. **FCC** - Federal Communications Commission.
- 1.21. **ILEC** – Incumbent Local Exchange Carrier who:
  - 1.21.1. With respect to a geographic area, the LEC that, on the date of enactment of the Telecommunications Act of 1996 (February 8, 1996), provided telephone exchange service in such geographic area; or
  - 1.21.2. On such date of enactment, was deemed to be a Customer of the exchange carrier association pursuant to 47 C.F.R., 69.601(b) of the FCC's regulations; or
  - 1.21.3. Is a person or entity that, on or after such date of enactment, became a successor or assignee of a Customer described in subparagraph (I)(A) of this paragraph; or
  - 1.21.4. Any comparable LEC that the CPUC has, by rule or order, deemed to be an ILEC after finding that:
    - 1.21.4.1. Such carrier occupies a position in the market for telephone exchange service within a geographic area that is comparable to the position occupied by a carrier described in subparagraph (I) of this paragraph; and
    - 1.21.4.2. Such carrier has substantially replaced an ILEC described in subparagraph (I) of this paragraph; and
    - 1.21.4.3. Such treatment is consistent with the public interest, convenience, and necessity.
- 1.22. **International Rate Spreadsheet** – Detailed per minute cost of International calls to landline and cell phone numbers. A copy can be obtained at the Company's office at 3625 US Highway 160 West, Monte Vista, CO during Business Hours.
- 1.23. **IXC** - An Interexchange Carrier who provides telecommunications services between exchange areas.
- 1.24. **LATA** - Local Access Transport Area that was a geographic area designated at the time of the 1984 divestiture of the American Telephone and Telegraph System. A LATA may encompass more than one contiguous local exchange area that serves common social,

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economic, or other purposes, even where such area transcends municipal or other local government boundaries.

- 1.25. **LEC** - A Local Exchange Carrier that is authorized by the CPUC to provide basic Local Exchange Telecommunications Services.
- 1.26. **Local Exchange Telecommunications Service** - The telecommunications service that provides a local access line and local usage necessary to place or receive a call within a local calling area as defined by CPUC or, if not defined by CPUC, then defined in the LEC's Tariffs. This may include any other services or features that may be added by the CPUC under §40-15-502(2), C.R.S.
- 1.27. **Location** - A physical premise to or from which Company provides Services.
- 1.28. **Non-Business Hours** - The time period after 5:00 P.M. and before 7:00 A.M., Monday through Thursday, all day Friday, Saturday, Sunday, and on holidays.
- 1.29. **Nonrecurring Charge** - A one-time charge associated with certain installations, charges or transfers of Services either in lieu of or in addition to Recurring Charges.
- 1.30. **NPA** - An area code, otherwise called numbering plan area.
- 1.31. **NXX** - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.
- 1.32. **Operator Assistance** – The service wherein the Customer receives individualized and select telephone call processing or specialized or alternative billing functions by interacting with a live operator or with an automated system that uses recordings and computer-voice interaction. Operator Assistance may include assistance for non-optional operator services, optional operator services, and operator services necessary for the provision of basic Local Exchange Telecommunications Service.
- 1.33. **ONT** – Optical Network Terminal. A device placed at the Customer's premise to serve as a demarcation point between Company Facilities and Customer Provided Equipment.
- 1.34. **Premises** - A building or buildings on contiguous property (except railroad rights-of-way, etc.).
- 1.35. **Rate Classification** – The term used to define charges for Services provided as defined in Section 4, Rates and Charges, of this tariff.
- 1.36. **Recurring Charge** - A charge associated with the provision of Services that will recur on a periodic basis as noted in Section 4 Rates and Charges contained in the tariff.
- 1.37. **Regular Billing** - A standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each Account assigned to the Customer showing the charges.
- 1.38. **Residential Telephone Service** - Telecommunication Services used primarily as non-business service by a Residential Customer.

- 1.39. **Residential Customer** – A Customer whose use of the Services is primarily or substantially of a social or domestic nature.
- 1.40. **Residential Telephone Agreement** – An agreement executed by the Customer which is required by the Company to provide Services.
- 1.41. **Services** – Company's regulated common carrier communications Services provided under this tariff.
- 1.42. **Telecommunications Relay Service** – Telecommunications transmission service that allows a person who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability. Such term includes any service that enables two-way communication between a person who uses a telecommunications device or other non-voice terminal device and an individual who does not use such a device.
- 1.43. **White Pages** – A listing of all of the access lines served in a particular Exchange Area, ordered alphabetically by the Customer's last name where each entry contains the name, address, and telephone number of each Customer.

**1.44. Optional Feature Descriptions**

**Anonymous Call Rejection** - Allows the customer, with or without Caller ID, to reject calls for which calling name/number information has been intentionally blocked.

**Call Forwarding** - Incoming calls to be advanced to another telephone number in the same or different exchange. The number to which the calls are advanced by the customer may be changed as required.

**Call Forward Busy** - Automatically forwards incoming calls to a predetermined number when the called number is busy.

**Call Forwarding No Answer** - Automatically forwards all terminating calls to a predetermined number, if the called number does not answer in a predetermined time interval.

**Call Return** - Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available.

**Call Trace** - Allows a called party to initiate an automatic trace of the last call received. Call Trace \*57 is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted

law enforcement agencies or authorities upon proper request by them. The company is not liable for damages if, for any reason, the Call Trace \*57 attempt is not successful.

**Call Transfer Disconnect** – This service allows the subscriber to transfer an incoming call to any phone number.

**Call Waiting** – A customer engaged in a telephone call is notified by a tone that a second call is being made to the same number, and is able to talk to either party while keeping the other on hold.

**Caller ID on Call Waiting** – Allows the customer to view the name and directory number of a waiting call. The display appears between the first and second tones alerting the customer that another call is coming in. The charge for Call Waiting ID is in addition to those for Call Waiting and Caller ID.

**Complex Listings** – A business listing that includes a main heading and multiple phone numbers.

**Distinctive Ring** - Distinctive Ring provides a distinctive ringing code on incoming calls to an access line. This code is achieved by assigning an additional telephone number to the access line. Non-published Listing - An arrangement whereby a customer's listing is not available from the telephone directory or from directory assistance service.

**Hunting Line Number** – A phone number not associated with a telephone that initiates a hunting sequence to a group of phones.

**Remote Call Forwarding** - incoming calls are automatically routed to another customer selected telephone number in the local calling area or a distant exchange.

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

**SimRing** - This service allows up to four telephones to ring at one time. When the call is picked up either by the Customer or voicemail, the other telephones stop ringing. At least one of the phone numbers must have service provided by Company.

**Three-way Calling** - A feature providing the capability to add a third party to an existing conversation

**vFax** - vFax is a virtual fax service. This service sends incoming faxes directly to one or multiple email addresses. The person sending the fax sends it to a ten-digit number like a traditional fax. However, instead of receiving it in paper form on a fax machine, it will show up in the Customer's email inbox.

## **SECTION 2 RULES AND REGULATIONS**

### **2.1. Undertaking of Company**

- 2.1.1. Company undertakes to provide Local Exchange Telecommunications Service within the State of Colorado on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Company installs, operates, and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Company's Services and network are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the CPUC.
- 2.1.5. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 3625 US Highway 160 West, Monte Vista, CO 81144

### **2.2. Use of Services**

- 2.2.1. Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the CPUC.
- 2.2.2. Services provided under this tariff shall not be used for unlawful purposes. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

### **2.3. Limitations**

- 2.3.1. Services are offered subject to the availability of the necessary Facilities or equipment, or both Facilities and equipment, and subject to the provisions of this tariff. The obligation of the Company to provide Services is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Services. Company will make all reasonable efforts to secure the necessary Facilities.
- 2.3.2. Company reserves the right to discontinue Services without notice when any of the following are encountered:

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- 2.3.2.1. If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists.
  - 2.3.2.2. Upon order by an appropriate court, the CPUC, or any other duly authorized public authority.
  - 2.3.2.3. If Services, having already been properly discontinued, have been restored by someone not authorized by the Company and the original cause for discontinuance has not been cured.
  - 2.3.2.4. Violation of any CPUC rule or effective tariff that may adversely affect the safety of any person or the integrity of Company's Services.
  - 2.3.2.5. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the Company's Services.
  - 2.3.2.6. Failure of the Customer to permit Company reasonable access to its Facilities or equipment.
  - 2.3.2.7. The Customer obtained Services by subterfuge. Subterfuge includes, without limitation, obtaining Services in another person's name with the intent to avoid outstanding charges and applying for new Services at a location where a person has outstanding charges for jurisdictional service including outstanding charges for any associated taxes and surcharges where such person continues to reside.
- 2.3.3. Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Company will use reasonable efforts to maintain the Facilities and equipment that it furnishes to the Customer. Company may substitute, change, or rearrange any equipment or Facility at any time and from time to time. Company shall have the right to make necessary repairs or changes to its Facilities at any time and will have the right to suspend or interrupt Services temporarily for the purpose of making the necessary repairs or changes to its system. When such suspension or interruption of Services for any appreciable period is necessary, Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at a time that will cause the least inconvenience. When Company is repairing or changing its Facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's Services. Interruption of Services for an extended time due to maintenance requirements will be made at a time that causes minimal inconvenience to impacted Customers. Company will take reasonable steps to notify the Customer in advance of extended maintenance requirements. Company shall make its best effort to provide emergency Services available when it knows that the interruption of Services affects 1,000 or more access lines and when it knows, based upon the prior experience, that the interruption may last more than four hours during the hours of 8 a.m. to 10 p.m.

#### **2.4. Liabilities of Company**

- 2.4.1 Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provisioning, termination, maintenance, repair, or restoration occurring in the course of furnishing Services and not caused by the negligence of the Customer, commences upon activation of Services. In no event does Company's liability exceed an amount equivalent to the proportionate charge to

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the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.18 of this tariff.

- 2.4.2 When the Facilities of other carriers are used in establishing connections to points not reached by Company's Facilities, Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and hold harmless Company from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3 In no event will Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory Services. Company will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence, or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4 Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- 2.4.5 Company is not liable for any defacement of or damage to, the premises of a Customer resulting from the furnishing of Services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Company on such Customer's premises, or by the installation or removal thereof, when such defacement or damage is not the result of Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization. The Customer will indemnify and hold harmless Company from any claims of the owner of the Customer's premises or other third-party claims for such damages.
- 2.4.6 Company and Customer shall be excused from performance under this tariff and under the Application for Service for any period, and to the extent that the party is prevented from performing any Services pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages, or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, including an IXC or a LEC, suppliers and subcontractors), or other causes beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this tariff or of the Application for Services or grounds for termination of Services. Both parties retain

all rights of recourse against any third party for any failures which may create a force majeure condition for the other party.

- 2.4.7 Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use of its telephone Facilities. This unauthorized use of the Customer's Facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company's network.
- 2.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Customer facing port (RJ-11 interface) on Company's equipment on the Customer's premise. Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9 Company will not be responsible if any changes in its Services cause hardware or software not provided by Company to become obsolete, require modification, or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10 The Company shall use reasonable efforts to make Services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service due date. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining rights-of-way approvals, delays in actual construction work being done by Company's vendor(s), and any delays due to any LEC where the Company is relying upon such LEC to meet such estimated due date which is beyond the Company's control.
- 2.4.11 With respect to the Services, materials, and equipment provided hereunder, Company makes no promises, agreements, understandings, representations, or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.12 In no event shall Company be liable for consequential or economic loss damages and Customer shall indemnify and hold Company harmless from same.
- 2.4.13 Company will at its sole discretion extend Services under current rates and tariffs at no expense to a Customer where financially feasible.

## **2.5 Fiber Optic Cable Extension**

- 2.5.1 All fiber optic cable extensions constructed shall be part of the Company's Facilities up to the point of delivery.
- 2.5.2 The location of the extension origin and the route to be followed in the construction of an extension shall be determined by the Company's engineering department. The origin will not necessarily be the most proximate point to the existing Facilities from the point

of delivery. The route selected may not be the shortest distance between connection to the Company's Facilities and the point of delivery.

## **2.6 Construction Standards**

2.6.1 Construction, except where modifications are necessary because of existing conditions, will be in conformance with the specifications for telecommunications Facilities developed by the National Electric Safety Code.

## **2.7 Continuity of Services**

2.7.1 Company shall use reasonable diligence to provide a satisfactory, constant, and uninterrupted supply of telecommunications Services, but does not guarantee or warrant that the supply of such Services will not fail or be interrupted.

2.7.2 Maintenance, switching, line construction, and other operational events may require a planned interruption of Services. Company shall use reasonable diligence to notify Customers of such interruption but does not guarantee or warrant that the supply of Services may not unexpectedly fail or be interrupted.

## **2.8 Responsibilities of the Customer**

2.8.1 The Customer must initiate an Application for Service pursuant to Section 2.13 of this tariff.

2.8.2 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company except upon the written consent of Company. The equipment Company provides or installs at the Customer premises for use in connection with the Services shall not be used for any purpose other than for which it was provided.

2.8.3 The Customer shall ensure that the Customer's equipment is properly interfaced with Company's Facilities or Services. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Services, Company will permit such equipment to be connected with its Facilities without the use of protective interface devices.

2.8.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Company's Services. The Customer shall be responsible for payment of all applicable charges for Services ordered by the Customer and provided by Company and charged to the Customer's Accounts.

2.8.5 Company shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Company's Services; against claims for infringement of patents arising from, combining with, or using in connection with, Company's Services, or the equipment of the Customer; against all other claims arising out of any act or omission of the Customer in connection with Company's Services. The Customer shall be liable for:

- 2.8.5.1 Loss due to theft, fire, flood, or other destruction of Company's equipment or Facilities on Customer's premises.
  - 2.8.5.2 Reimbursing Company for damages to Facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, or contractors.
  - 2.8.5.3 Charges incurred from third parties for services or service calls made to the Customer's premises or on the Customer's leased or owned telephony equipment unless Company specifically authorizes said visit or repairs in advance of the occurrence and Company agrees in advance to accept the liability for said repairs or visit.
  - 2.8.5.4 Payment for all Company service charges incurred through usage or direct action on the part of the Customer.
- 2.8.6 The Customer may be required to verify in writing that it is duly authorized to order Services at all locations designated by the Customer for Services and assumes financial responsibility for all locations designated by the Customer to receive Company's Services.
- 2.8.7 The Customer shall not use the Company's name, logo, or trademark in any promotional materials, contracts, tariffs, Services bills, etc., without expressed written authorization from Company. The Customer shall not use the Company's name, logo, or trademark in any pre-sale activities. The Customer is prohibited from using Company's name or trademark on any of the Customer's products or services.
- 2.8.8 Company shall not be liable for and Customer shall indemnify Company against all claims for damages or injury to persons or property, unless such damage or injury is due to Company's sole negligence.

## **2.9 Easements**

- 2.9.1 A properly recorded utility easement will be required for any fiber optic cable extension. Company will not begin installation until all easements are obtained.

## **2.10 General Requirements**

- 2.10.1 Company will not furnish, install, own, or maintain any telecommunications equipment beyond the point of delivery. Company will furnish the ONT and appropriate power supply for the ONT to the Customer. The Customer will provide a location for the installation of Company's ONT and other equipment necessary for Company to provide telecommunications Services. The Customer will install and maintain wiring and equipment on the Customer's side of the point of delivery at the Customer's expense and in accordance with all laws, local ordinances, Company rules, and regulations and the latest edition of the National Electric Safety Code. The Customer will provide easements for the Company's Facilities in accordance with Company bylaws necessary to provide Services to the Customer and for the provision of Services to other Customers of Company.

**2.11 Access**

2.11.1 The Customer shall allow Company employees or agents to enter the Customer's premises at reasonable times for the purpose of installing, inspecting, examining, testing, servicing, repairing, or removing Company's equipment or other property incident to the furnishing of Services to the Customer.

**2.12 Unauthorized Use**

2.12.1 Services are provided for the sole use of the inhabitants of the service address listed on the Account.

**2.13 Application for Services**

2.13.1 Applicants wishing to obtain Services must initiate an Application for Service which may include the Customer's authorization for Company to instruct other carriers and vendors to provide certain services on the Customer's behalf. Company will obtain the proper authorization from the Customer where necessary, pursuant to CPUC regulations.

2.13.2 An Application for Service may be changed by Customer upon written notice to Company subject to acceptance and confirmation by Company, provided that a charge shall apply to any change when the request is received by Company after notification by Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other Services and features and the costs incurred by Company in accommodating each change, less net salvage. The costs incurred by Company will include the direct and indirect cost of Facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation, and removal effort.

2.13.3 Where the Customer cancels an Application for Service prior to the start of installation of Services, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of Services has been started prior to the cancellation, a cancellation charge of \$750.00 shall apply or a charge equal to the cost incurred by Company. The costs incurred by Company will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation, and removal effort.

2.13.4 The following information must be received in order for an Application for Service to be processed

2.13.4.1 Residential Consumers

- Legal Name
- Mailing Address
- Phone Number
- Social Security Number
- Date of Birth
- Physical Address

If new or existing Residential Customer declines to provide their social security number, they must provide another legal form of identification.

2.13.4.2 Commercial Consumers

Business Name  
Mailing Address  
Phone Number  
Federal or State Employer Identification Number (EIN)  
Physical Address

2.13.5 A Residential or Commercial Telephone Agreement for a term as indicated in the Service Agreement will be required along with security deposit if applicable.

**2.14 Establishing Credit, Deposits, and Advance Payments**

2.14.1 Company requires a new Applicant for Services to provide their social security number to satisfactorily establish credit. If Customer declines to provide their social security number, a security deposit will be required. With permission from Customer, Company may run a soft credit check or Customer may provide a letter of credit to verify acceptable credit history. Such establishment of credit shall not relieve the end-user from complying with Company's policy regarding the prompt payment of bills.

2.14.2 Any Applicant who previously has been an end-user of Company and whose Services have been discontinued for nonpayment of bills shall be required, before Services are provided, to pay all amounts due Company.

2.14.3 A deposit to guarantee payment of future bills for all Rate Classifications shall be required from any Customer requesting a new Account whose credit does not meet the minimum utility credit rating history. A deposit shall not relieve any Customer from payment of current bills when due. Such required deposit shall be returned to the Customer by credit to the Customer's Account if still active or refunded after termination of telecommunications Services. If a Customer has multiple Accounts, all Accounts have to meet the minimum credit requirements to avoid paying a security deposit.

2.14.4 The term of the deposit will be for a minimum of one year and returned to the Customer provided the Account has billed twelve (12) consecutive months and has not been issued any delinquent notices.

2.14.5 Interest on security deposits shall be earned for the time held by the Company and shall be calculated from the date the deposit is received by the Company up to the date the deposit is credited to the Customer's Account.

2.14.6 Security deposits are calculated as follows:

2.14.6.1 Standard Option: The deposit will be three (3) times the monthly charge for the Rate Classification.

2.14.6.2 Auto Pay Option: The deposit will be two (2) times the monthly charge for the Rate Classification when signing up for automatic payment.

2.14.6.3 If Customer is disconnected for non-payment, the standard deposit option as stated above applies.

- 2.14.7 The Company shall require security deposits of all Customers in bankruptcy who desire to continue receiving telecommunications Services after the filing date according to the bankruptcy code.

Security deposits will be calculated on the basis of two times the maximum monthly billing or three times the average monthly billing experienced during the preceding twelve months, whichever is greater and shall be made with guaranteed funds. San Luis Valley REC will hold deposits due to bankruptcy for as long electric service is provided or the bankruptcy is discharged at which time San Luis Valley REC's normal security deposit policy will apply.

Upon determination of the amount of the deposit, the Cooperative shall formally Notify the Member of the deposit required for continued electrical service. Deposits that remain unpaid at the end of a 20-day grace period from the date of notification shall be cause for service termination without further Notice.

**Prefiling Deposits:**

In certain cases, the possibility exists that the Cooperative may be holding security deposits on a Member in bankruptcy to cover debts owed prior to the bankruptcy filings. The Cooperative shall consider these deposits as partial security on any amounts that become due after the filing date only to the extent the deposit exceeds the pre-petition debt.

**2.15 Payment of Charges**

- 2.15.1 The Customer is responsible for the payment of all charges for Facilities and Services ordered by Customer and furnished by Company.
- 2.15.2 For billing of monthly charges, Services are considered to be established upon the day in which Company notifies the Customer of installation and successful testing of the Customer's Services.
- 2.15.3 Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the Services. Customers will be billed for usage occurring during their specific billing cycle. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.
- 2.15.4 Monthly charges for all flat rate Services are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for Services provided from the date of installation through the current invoice period but shall not exceed the charges for two months of Services and any associated taxes and surcharges.
- 2.15.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for Services are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or major credit card. Customer payments are considered prompt when received by Company or its agent by the due date on the



bill. Amounts not paid within thirty (30) days after the mail date of invoice will be considered past due. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Company are not open to the general public, the final payment date shall be extended through the next business day.

- 2.15.6 Any disputed charge may be brought to Company's attention by written notification. In the case of a billing dispute between the Customer and Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the Services may be subject to disconnection. The Customer may request an investigation into the disputed amount and a review by a Company manager. Company shall make a prompt investigation appropriate to the dispute and report the results to the Customer. In the event the dispute is not reconciled, the provider shall advise the Customer that an informal complaint may be registered with CPUC or that a formal complaint may be filed with the CPUC. During the period that the disputed amount is under investigation, Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount.
- 2.15.7 The Customer is responsible to pay Company for all toll calls or other third-party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.15.8 When Company receives notice of non-sufficient funds (NSF) for checks or electronic checks, the amount of the check will be applied to the Account, a \$50.00 NSF fee will be added and the Customer will be notified requesting payment within 10 calendar days in the form of guaranteed funds. Checks and electronic checks issued to avoid disconnection and received back as NSF for first time occurrences, the consumer will be called and given two (2) days to bring in cash or guaranteed funds. Anytime thereafter, the Services will be disconnected and all fees will apply. An Account will be deemed a "cash only" Account if Company receives more than one (1) NSF checks in a twelve (12) month period. The Customer will be sent a letter informing them they are on a cash basis only.
- 2.15.9 If Services are suspended/disconnected by Company in accordance with the provisions of this tariff and later restored, restoration of Services will be subject to all applicable installation charges.
- 2.15.10 A disconnection notice will be sent to any Customer with a delinquent Account that is more than one month in arrears. The Company will attempt to contact a Customer concerning payment of a delinquent Account prior to disconnection by mailing a disconnection notice and making an automated phone notification. In unusual circumstances other methods of contacting the Customer may be used. All Accounts are subject to disconnection if not paid by the date on the disconnect notice. If payment is not received by 7:30 a.m. on the date stated on the disconnection notice, a \$30.00 delinquency charge will be assessed to the Account.
- 2.15.11 Customers whose Account has remained in good standing will be granted a one week grace period prior to disconnection of telecommunications Services for a delinquent Account. The Customer will be given a courtesy call before consideration of disconnection. Applicable fees will be charged at this time. The grace period will not be applicable to any Customer more than once every 12 months or if Company determines

Services were obtained fraudulently or without the authorization of the Company or is being used for, or suspected of being used for, fraudulent purposes.

#### **2.16 Medical Emergencies**

- 2.16.1 Company shall postpone discontinuance of Local Exchange Telecommunications Service to a Residential Customer for 60 days from the date of a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician's authority which evidences that discontinuance of Services will aggravate an existing medical emergency or create a medical emergency for the Customer or a permanent resident of the Customer's household. A Customer may invoke this rule only once in any twelve consecutive months.
- 2.16.2 The certificate of medical emergency shall be in writing, sent to Company from the office of a licensed physician, and show clearly the name of the Customer or individual whose illness is at issue; the Colorado medical identification number, phone number, name, and signature of the physician or health care practitioner acting under a physician's authority certifying the medical emergency. Such certification shall be incontestable by Company as to the medical judgment, although Company may use reasonable means to verify the authenticity of such certification.

#### **2.17 Interruption of Services**

- 2.17.1 Credit allowance for the interruption of Services that is not due to Company's testing or adjusting, negligence of the Customer or to the failure of equipment provided by the Customer, are subject to the general liability provisions set forth herein.
- 2.17.2 In the event the Customer's Local Exchange Telecommunications Service is interrupted and remains out of order for eight or more hours during a continuous 24-hour period after being reported by the Customer or is found to be out of order by Company (whichever occurs first), appropriate credit allowance shall be automatically made to the Customer's bill. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Company's Facilities.

#### **2.18 Billing Disputes, Bill Credits and Refunds**

- 2.18.1 Whenever Company over-bills a Customer for the Services, Company shall offer the Customer a refund. When the amount of the refund exceeds the charges for two months of Local Exchange Telecommunications Service and any associated taxes and surcharges, the Customer shall be offered the choice either to receive the refund as a one-time credit on the Customer's bill or as a one-time payment from the Company. If the Customer elects a one-time payment, the Company shall mail the refund within thirty days. Such over-billing shall not be subjected to interest. Refunds for over-billing shall not be provided for a period of time exceeding two years.
- 2.18.2 Whenever a Customer makes a partial payment, Company shall apply it first to past due Local Exchange Telecommunications Service and any associated taxes and surcharges

in such a manner consistent with preserving Local Exchange Telecommunications Service, unless otherwise instructed by the Customer.

2.18.3 In the event of a billing dispute between the Customer and the Company, Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of Services for non-payment. Company shall make a prompt investigation appropriate to the case and report the results to the Customer. In the event the dispute is not reconciled, an immediate appeal by the Customer may be made to Company. The ruling of the Company may be appealed to the Company's board of directors at the next regularly scheduled meeting. If still unresolved, Company shall advise the Customer that an informal complaint may be registered with CPUC or that a formal complaint may be filed with the CPUC.

2.18.4 Customers may contact the Company via telephone at (844-424-3556) with any questions regarding their bill. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

2.18.5 Over and Under Billing

Refunds for over-billing shall be provided for a period of time not exceeding two years.

Under billing adjustments will not exceed a period of two years and the Customer will be offered a payment arrangement equal to the length of time in which the under-billing occurred.

2.18.6 If a dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

**2.19 Restoration of Services**

2.19.1 The use and restoration of Services shall be in accordance with the rules of the CPUC. If Services are disconnected by the Company in accordance with Section 2.15 and later restored, restoration of Services will be subject to all applicable installation charges. If Services have been disconnected for non-payment and a consumer has requested reconnection, the Customer must pay \$25.00 reconnect fee during normal business hours and \$50.00 during Non-Business Hours, appropriate security deposit, and the total amount past due associated with the Customer.

**2.20 Disconnection of Services by Customer**

2.20.1 By giving notice, a Customer can request to terminate their Services as long as they have completed the term of the Service Agreement. The Recurring Charge, plus associated taxes, shall be pro-rated for the actual number of days in which Services have been provided, with the non-used portion being refunded to the Customer.

**2.21 Cancellation for Cause**

2.21.1 The Company may discontinue Services or cancel an Application for Service, pursuant to applicable CPUC rules (see rule 2303), without incurring any liability for any of the following reasons:

- 2.21.1.1 Nonpayment of a delinquent bill for Local Exchange Telecommunications Service and any associated taxes and surcharges;
  - 2.21.1.2 Violation of or noncompliance with any provision of law, or of the tariffs of the Company filed with and approved by the CPUC.
  - 2.21.1.3 Refusal to permit the Company reasonable access to its telecommunications Facilities for recovery, maintenance, and inspection thereof.
  - 2.21.1.4 Interconnection of a device or line to Company facilities or equipment contrary to the Company's tariffs for Services on file with and approved by the CPUC.
  - 2.21.1.5 Use of telephone Services in such manner as to interfere with reasonable service to other end users.
- 2.21.2 Services may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Services shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of Services or on a day immediately preceding such a day.
- 2.21.3 At least 24 hours preceding disconnection, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed disconnection and what steps must be taken to avoid it.
- 2.21.4 Services shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (15) days prior to the date of the proposed discontinuance.

## **2.22 Notice and Communication**

- 2.22.1 The Customer shall designate on the Application for Service an address to which Company shall mail or deliver all notices and other communications, except that Company may also designate a separate address to which Company's bills for Services shall be mailed.
- 2.22.2 Company shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Services to which the Customer shall mail payment on that bill.

## **2.23 Taxes, Surcharges and Utility Fees**

- 2.24 Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions, etc.) that may be levied by a governing body or bodies in conjunction with or as a result of the Services furnished under this tariff. An additional charge shall be added to the Customer's bill for Services equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Company by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. These charges will appear as a line item on the Customer's bill and are not included in the rates contained in this tariff.



### SECTION 3 DESCRIPTION OF SERVICES

#### **3.1 General**

3.1.1 The Company's Local Exchange Telecommunications Services provide a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- Place or receive calls to any calling station in the local calling area, as defined herein,
- Access to a full set of advanced calling features,
- Access to basic 911 emergency service,
- Access the IXC selected by the Customer for interLATA, intraLATA, interstate, or international calling;
- Access Operator Assistance,
- Access directory assistance for the local calling area,
- Place or receive calls to toll free telephone numbers,
- Access Telecommunications Relay Service.

Local Calling Areas: Customers will be able to place local calls to all telephone Customers within the same NPA/NXX as well as Customers in the local calling area for the rate center containing such NPA/NXX as defined in the ILEC's Local Exchange Tariff, including any extended local areas covered under mandatory local calling plans outlined in the respective ILEC tariff. The Company's Exchange Areas will match those filed by Qwest Corporation Exchange and Network Service Tariff CPUC No 23, Section 5.1. The local service territories served by the Company are outlined in Section 5 of this tariff.

Residential and Commercial Telephone Services: Customers may subscribe to Services based on the type of Customer they are. Residential Telephone Service and features are for the use of Residential Customers and Commercial Telephone Service and features are for the use of Commercial Customers. Due to the varying usage and cost characteristics of each type of Service, Customers are restricted to subscribing to Services specifically for their Customer class.

Only numbers under the direct control of the Company and its partners are covered under this agreement. Any non-native numbers obtained by any means are not the responsibility of the Company and its partners. Use of non-native phone number could cause E911 services to not work properly.

In the event of an electrical power outage, E911 services could be impacted after the battery life on the ONT has been exhausted if ONT does in fact have battery back up.

If Customer's Telecommunications Services Account or any other Account with Company is past due, Company may terminate the Telecommunications Services upon notice to Customer. If Company temporarily or permanently disconnects the Customer's Telecommunication Services because of failure to pay bill, Company will stop providing 911/E911 service.

E911 service may ring to the administrative line of the PSAP.

### **3.2 Operator Assistance**

3.2.1 A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

- Person to Person: Calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- Station to Station: Calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

### **3.3 Directory Listing**

3.3.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the station number which is designated as the Customer's main billing number.

3.3.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.3.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.

3.3.4 Each listing must be designated residence, government or business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the business section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.

3.3.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3.6 Directory listings are provided in connection with each Customer served as specified herein.

3.5.6.1 A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

3.5.6.2 The Customer may request that their Directory Listing be deleted or omitted from the telephone directory and/or directory assistance.

### **3.4 Emergency 911 Service (Enhanced 911)**

- 3.4.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors, or other defects in the provision of Services, or (2) installation, operation, failure to operate, maintenance, removal, condition, or use of any equipment and Facilities furnishing these Services.
- 3.4.2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, condition, or use of emergency 911 service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 3.4.3 When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to Services under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

### **3.5 Telecommunications Relay Service**

- 3.5.1 Telecommunications Relay Service enables deaf, hard-of-hearing, or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.
- 3.5.2 The CPUC requires all telecommunications companies operating within the State of Colorado to collect a surcharge from their Customers to fund the Colorado Telecommunications Relay Services Fund.
- 3.5.3 The monthly surcharge rate per line is \$0.05.



**3.6 Colorado High Cost Fund**

- 3.6.1 The Colorado Legislature authorized the CPUC to create a system of support mechanisms to assist in the provision of basic service in high-cost areas. To ensure that the mechanism is funded on a non-discriminatory, competitively neutral basis, a rate element identified as “Colorado Universal Service Charge”, or an acceptable abbreviation, will be levied on telecommunications services purchased by end-users.
- 3.6.2 Effective April 1, 2013 the Colorado Universal Service Charge rate element is 2.6%.

## **SECTION 4 RATES AND CHARGES**

### **4.1. General**

4.1.1. Monthly Recurring Charges will be billed in advance. Any usage charges will be billed in arrears. For partial month's Services, the Customer will be charged for the portion of the month in which Services were provided based on the number of days in which the Services were installed and operational divided by 30.

### **4.2. Consumer Charges**

4.2.1. If the consumer requests service above what is reasonable and customary (fishing walls, additional phone jacks, etc.) at their service location, the consumer will be billed a \$100 trip fee for the first hour and \$30 per half-hour thereafter. This will also apply to maintenance visits caused by customer-owned equipment, cut drops that were not located, etc.

**SECTION 5  
 LOCAL SERVICE TERRITORIES**

**5.1 Rate Centers**

The Company provides the Services outlined in Section 3 in the following rate centers (rate center boundaries are as defined in the Local Tariff of the respective incumbent telephone company)

Alamosa	Del Norte	Monte Vista	
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**5.2 Local Calling Areas**

The areas listed below indicate the local calling areas outside of the exchange that Customers can call without a toll charge. These localities may include other exchanges, zones, and/or specific wire centers within an exchange. Customers may need to use a direct dialing code of 1+ to make calls within their local calling area.

Exchange Area	Exchanges, Zones, or Wire Centers Included in the Local Calling Area
Alamosa	Del Norte, Monte Vista, South Fork; Blanca wire center of Blanca Telephone Company; Crestone and Mosca wire centers of Columbine Telephone Company; Antonito, Center, Creede, La Jara, Manassa and San Luis wire centers of CenturyTel of Eagle
Del Norte	Alamosa, Monte Vista; Center, Creede and Saguache wire centers of CenturyTel of Eagle
Monte Vista	Alamosa, Del Norte; Mosca wire center of Columbine Telephone Company; Center, Creede, La Jara and Saguache wire centers of CenturyTel of Eagle
Salida	Buena Vista, Leadville; Howard and Saguache wire centers of CenturyTel of Eagle

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