

COLORADO
TELECOMMUNICATIONS TARIFF
OF
FIRST COMMUNICATIONS, LLC

3340 West Market Street
Akron, Ohio 44333

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange and emerging competitive telecommunications services within the state of Colorado by First Communications, LLC.

TABLE OF CONTENTS.....	2
TARIFF FORMAT	5
EXPLANATION OF SYMBOLS.....	6
TECHNICAL TERMS AND ABBREVIATIONS	7
1. APPLICATION OF TARIFF	9
2. REGULATIONS	9
2.1 Undertaking of the Company	9
2.1.1 <u>Scope</u>	9
2.1.2 <u>Shortage of Facilities</u>	9
2.1.3 <u>Liability of the Company</u>	8
2.1.4 <u>Claims</u>	10
2.2 Prohibited Uses	10
2.3 Use of Service	10
2.4 Billing	11
2.4.1 <u>Monthly Billing</u>	11
2.4.2 <u>Bill Contents</u>	11
2.5 Payment for Service	11
2.5.1 <u>Late Penalty Charge</u>	11
2.5.2 <u>Partial Payment</u>	11
2.5.3 <u>Timely Payment for Residential Customers</u>	12
2.5.4 <u>Collection</u>	12
2.5.5 <u>Taxes and Fees</u>	12
2.5.6 <u>Deposits</u>	12.1
2.6 Disputes and Complaints	13
2.6.1 <u>Disputed Bills</u>	13
2.6.2 <u>Complaint Procedures</u>	13
2.7 Service Refusal, Disconnection, and Suspension	14
2.7.1 <u>Notice of Pending Disconnection</u>	14
2.7.2 <u>Reasons for Service Refusal, Disconnection, and Suspension</u> .	14

(N)

2.7.3	Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit	15	
2.7.4	<u>Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service</u>	16	
2.7.5	<u>Medical Emergency</u>	17	
2.7.6	<u>Temporary Service</u>	17	
2.8	Collection Procedures.....	17	
2.8.1	<u>Delinquent Bills</u>	17	
2.8.2	<u>Collection Efforts</u>	17	
2.9	Cancellations and Deferments of Service.....	18	
2.10	Special Promotions	18	
2.11	Information Service Access Blocking	18	
2.12	Emergency Call Handling Procedures.....	18	
2.13	Allowance for Interruption in Service.....	18	
2.13.1	<u>Credit for Interruptions</u>	19	
3.	SERVICE OFFERINGS	21	
3.1	Local Service	21	
3.1.1	<u>Nature of Service</u>	21	
3.1.2	<u>Availability</u>	21	
3.1.3	<u>Specific Local Service Options</u>	21	
3.2	Operator Services.....	22	
3.3	T-1 Service.....	22.1	(N)
4.0	RATES AND CHARGES.....	23	
4.1	Nonrecurring Charges.....	23	
4.1.1	<u>Reconnect Fee</u>	23	
4.1.2	<u>Nonrecurring Charges</u>	23	
4.1.3	<u>Third Party Vendor Charges</u>	23	
4.1.4	<u>Nonsufficient Funds Charge (NSF Checks)</u>	23	
4.2	Usage Rates	24	
4.2.1	<u>Local Service</u>	24	
4.3	First Communications Packages.....	25	

4.4	Packages from Customers of New Access Communications	26	
4.5	Pay Per Use Service.....	27	
4.6	Reserved for Future Use	27	
4.7	T-1 Service Rates.....	27.1	
5.	Surcharges.....	28	
5.1	Colorado High Cost Support Mechanism	28	
5.2	Colorado Low-Income Telephone Assistance Program (LITAP).....	28	
5.2.1	General.....	28	
5.2.2	Conditions.....	28	
5.2.3	Rates.....	29	
5.3	Reserved for Future Use	30	(D)(T) (D)
5.4	Telephone Relay Services.....	30	
5.5	N-1-1 Abbreviated Dialing Codes	30	
6.	Exchange Services	31	
6.1	Exchange Areas.....	31	
6.2	List of Exchange Areas and Local Calling Areas (LCA).....	31	

TARIFF FORMAT

Page Numbering. Page numbers appear in the upper right hand corner of the sheets. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between pages 5 and 6 would be numbered 5.1.

Page Revision Numbers. Revision numbers also appear in the upper right corner of pages. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page No. 14 cancels the 3rd Revised Page No. 14.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

EXPLANATION OF SYMBOLS

- C - Changed Regulation
- D- Discontinued service or deleted material (T)
- I- Rate increase
- R- Rate reduction
- M- Material moved from or to another part of the provider’s price list; (T)
A footnote indicating where the material was moved from and where the material (T)
moved to accompanies all “M” changes.
- N- New product, rate, or material (T)
- T- Change in text, but no change in a rate or charge in the price list (T)

TECHNICAL TERMS AND ABBREVIATIONS

Access Line

An arrangement which connects the customer's location to the underlying carrier's central office.

Commission

The Colorado Public Utilities Commission.

Company or Carrier

First Communications LLC.

Customer

The person, firm, corporation or other entity that orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Customer Premise

A Customer location from which calls are originated by Company.

FCC

Federal Communications Commission.

Holidays

The Company's recognized holidays are New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

LEC

Local Exchange Carrier.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Provider or Local Provider

A telephone provider that provides local service under a tariff filed with the Commission. The provider may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge.

Monthly Recurring Charge (MRC)

Charges assessed per month on a per service basis.

Non-Recurring Charge (NRC)

Charges assessed one time only on a per service basis.

Service

The communications offerings provided by the Company, i.e. resold long-distance voice and data service obtained by the Company from a facilities-based interexchange carrier and resold local exchange service obtained by the Company from a facilities-based local exchange carrier.

1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of Local Exchange Service by the Company. Service is furnished subject to transmission, atmospheric, and like conditions.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Local Exchange Service within the state of Colorado in accordance with the terms and conditions set forth in this tariff. The Company does not own or operate local call transmission facilities, but rather resells the facilities of underlying carriers.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Liability of the Company

(A) Except as stated in this Section 2.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(B) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charge provided for under this tariff for the period during which the call was affected. No other liability in any event shall attach to the Company.

(C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or national emergencies, insurrections, riots, wars, or strikes or other labor difficulties.

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's Local Telecommunications Service. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities: and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

2.2 **Prohibited Uses**

Service provided for in this tariff shall not be used for any unlawful purpose.

2.3 **Use of Service**

Local Exchange Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Commission.

2.4 Billing**2.4.1 Monthly Billing**

Bills to Customers will be issued monthly. Local service charges are billed in advance. Installation and usage sensitive charges are billed in arrears.

2.4.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the due date for timely payment, which shall not be less than fifteen (15) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. The Company will also comply with reasonable requests for bill detail.

2.5 Payment for Service**2.5.1 Late Penalty Charge**

Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within thirty (30) days after the due date listed on the bill it shall become a delinquent bill and interest at the rate of one percent (1.0%) per month shall accrue upon any unpaid amount.

2.5.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services. Any remainder will then be applied to deregulated and unregulated services. Any late payment penalty charge will be applied only to the outstanding balance for regulated services and related taxes and surcharges.

2.5.3 Timely Payment for Residential Customers

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing. Customers wishing to change their payment due date for hardship or other cause shall submit their request in writing to the Company's customer relations department at the address listed on this tariff.

2.5.4 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the payment due date.

2.5.5 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon the Company on a per-call basis shall be charged to Customers receiving the Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

2.5.6 Deposits

- A To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Colorado Public Utilities Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B Any Applicant or existing customer who is required by the Company to pay a deposit for jurisdictional services may elect to pay the deposit in full, prior to receiving service, or if agreed to by the Company, may enter into a written installment agreement for payment of the deposit.
- C The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company may request an initial deposit or an additional deposit based on the Customer's payment history and credit worthiness.
- D The deposit will not exceed an amount equal to the charges for ninety (90) days of basic local exchange service and any associated taxes and surcharges.
- E When service is discontinued, or when a customer establishes satisfactory credit, the Company will refund the deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills.
- F The deposit will be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment, or as required by applicable Commission rules.
- G The Company shall pay an interest rate of 0.34% on customer deposits in calendar year 2011. (R)
(T)
- H The Company shall keep a record until two years after the deposit is returned. The record shall include customer name, amount and date of deposit, each premises occupied by the customer while the deposit is retained, and an accounting of each transaction related to the deposit, such as the date the deposit was refunded and the amount of interest paid on the deposit.

2.6 Disputes and Complaints

2.6.1 Disputed Bills

In the event of a dispute concerning the bill, the Company will require the Customer to pay the undisputed portion of the bill, if any, according to the payment terms of this tariff. Following payment of the undisputed amount, efforts to resolve the complaint using the proscribed complaint procedures of this tariff shall continue and the service shall not be disconnected for nonpayment of the disputed amount. If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within two (2) years of the date the bill was issued, the bill shall be deemed correct and binding upon the Customer.

2.6.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to the Company by telephone, in person, or in writing at the Company's office located at:

First Communications, LLC
3340 West Market Street
Akron, Ohio 44333
800-274-1015

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(T)

The Company's customer service department can be reached at 800-274-1015. Complaints concerning the charges, practices, facilities, or services of the Company will be investigated promptly and thoroughly. The Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable the Company to review and analyze its procedures and actions. The records maintained by The Company under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a complaint, the Company will provide written notice to the Customer of the status of the complaint.

Customers not satisfied with the Company's resolution of a complaint may complain to the Colorado Public Utilities Commission. The Commission may be reached at the following address and telephone number:

Colorado Public Utilities Commission
Consumer Affairs Office
1560 Broadway, Suite 250
Denver, CO 80202
303-894-2070 (Local only)
800-456-0858 (in-state toll free)

(T)
(T)
(T)

The Company has ten business days to respond to Commission inquiries.

2.7 Service Refusal, Disconnection, and Suspension**2.7.1 Notice of Pending Disconnection**

Prior to the disconnection of service, the Company shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than fifteen (15) calendar days with respect to an unpaid bill and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (800) 274-1015 as a toll-free number at which a Company representative can be reached to provide additional information about the disconnection.

2.7.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customer's premises is determined by the Company to be hazardous.
- (2) Without notice if the Customer uses the service in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (3) Without notice if equipment furnished, leased, or owned by the Company is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

2.7.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)

- (5) With fifteen (15) days' written notice if there are reasonable grounds to believe there is a violation of or noncompliance with the Company's regulations on file with the Commission, municipal ordinances, or law.
- (6) With fifteen (15) days' written notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office is closed.
- (7) With fifteen (15) days' written notice if the Customer fails to permit the Company reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in this tariff is closed.

2.7.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted elsewhere in this tariff, service may be refused, disconnected, or suspended for nonpayment of a bill or deposit if the Company has made a reasonable attempt to effect collection and:

- (1) The Company has provided the Customer with fifteen (15) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit.
- (2) In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures specified in this tariff shall continue, and the service shall not be disconnected for nonpayment of the disputed amount.

However, in no event shall service be disconnected for nonpayment of a bill or deposit after noon on the day preceding or day on which the Company's local business office or local authorized agent is closed.

2.7.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective customer:

- (1) Delinquency in payment for service by a previous occupant of the premises to be served.
- (2) Failure to pay for terminal equipment, new inside station wiring or other merchandise purchased from the Company.
- (3) Failure to pay for a different type or class of public utility service.
- (4) Failure to pay the bill of another Customer as guarantor thereof.
- (5) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- (6) Failure to pay for information service not regulated by the Commission.

2.7.5 Medical Emergency

Notwithstanding any other provision of this tariff, the Company will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed sixty (60) days, if the Customer produces verification from a Colorado-licensed physician or a health care practitioner acting under a physician's authority stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. Initial verification may be by telephone if written verification is forwarded to the Company within five (5) days. There may be a single thirty-day extension granted by the customer providing a second medical certification prior to the expiration of the original 60-day period. A customer shall be limited to one 90-day postponement within a continuous 12-month period.

2.7.6 Temporary Service

When the Company renders temporary service to a Customer, the Customer may be required by the Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

2.8 Collection Procedures

2.8.1 Delinquent Bills

Any bill not paid by thirty (30) days past the due date imprinted on the bill shall be considered a delinquent bill.

2.8.2 Collection Efforts

The Company will pursue any and all remedies at law and equity to ensure payment of delinquent bills, including suspension and disconnection of service according to the terms and conditions of this tariff.

2.9 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow the Company to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

2.10 Special Promotions

From time to time the Company may engage in special service offerings of limited duration. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

2.11 Information Service Access Blocking

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. The Company will comply with all applicable rules of the Commission concerning such blocking.

2.12 Emergency Call Handling Procedures

Emergency 911 calls are placed by dialing the digits "911." Such calls are not routed to the Company, but are routed by Qwest Corporation ("Qwest"), through the local network to the appropriate public safety answering point. Qwest will forward to the public safety answering point the address of the dialing station that has been provided to Qwest by the Company.

2.13 Allowance for Interruption in Service

Interruption in service that is not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, will be credited to the Customer as set forth in 2.13.1 for the part of the service that the interruption affects.

2.13.1 Credit for Interruptions

(A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair or upon discovery by the company, whichever occurs first. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

(B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive credit.

(C) A credit allowance will be given for interruptions as follows: In the event the customer's jurisdictional service from the Company is interrupted and remains out of order for more than eight hours during a continuous 24 hour period after being reported by the customer, or found to be out of order by the Company (whichever occurs first), appropriate adjustments will be automatically made by the Company to the customer's bill. The adjustment will be a credit on the monthly bill for jurisdictional LEC services proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during a 24 hour time period counting as one day. .

(D) No credit will be made for:

(1) interruption due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(2) interruption due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(3) interruptions due to the failure or malfunction of non-Company equipment;

- (4) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (5) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (6) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (7) interruption of service due to circumstances or causes beyond the control of the Company.

3. SERVICE OFFERINGS

3.1 Local Service

3.1.1 Nature of Service

Local Service is a telephone service that allows customers to originate and terminate calls.

3.1.2 Availability

The Company offers this service in the service areas in which it has been certified by the Colorado Public Utilities Commission.

3.1.3 Specific Local Service Options

The following services comprise Local Service:

Local Line Service

Local Line Service will allow Customers to make and receive local calls from the Customer's telephone station. In addition to the completion of local calls, the following features will be available at the rates contained in this tariff:

Feature--Description
Residence Line—Provides basic dial tone service.
3 Way Calling Blocking—Prevents access to 3 Way Calling feature.
New Number Referral Service-One Month—Refers calls to old telephone number to new number.
New Number Referral Service-Three Months—Refers calls to old telephone number to new number.
Intercept Service—phone calls are redirected to another number or message.
Additional Line Residence Flat—Provides an additional line.
Three-Way Calling—Allows you to talk to two people in separate locations at the same time or place someone on hold while you place another call.
Call Forwarding—Forward calls to any dialable local or long distance number.
Call Waiting—Alerts you to another caller on the line.
Additional Listing in Another Directory—Provides an additional directory listing.
Custom Ringing*—A distinctive ring tells you who is calling*.
Priority Call—Allows you to program distinctive ringing for up to 15 numbers.
Continuous Redial—Continuously redials a number when busy until answered.
Selective Call Forwarding—Select up to 15 numbers that can be forwarded to any dialable telephone number.
Call Rejection—Allows you to reject unwanted calls.
Non-Listed Service—Allows you to remove your number from directory services.
Foreign Listing—Listing in an out-of-region directory.

Informational Listing—Provides additional information.
Non-Published Service— Allows you to remove your number from directory services.
Select Choice—Residential line plus a selection of vertical features.
Additional Listing—Provides an additional directory listing.
Custom Number Charge*—Provides a custom or vanity number*.
10XXX Direct Dialed Blocking—Blocks all 10XXX calling.
Toll Restriction Service Individual & Key Lines—Restricts pay-per-use functions.
Selective Class of Call Screening per Access Line—Determines whether calls should be completed.
Talking Call Waiting—Call Waiting plus announces name of the calling party*.
Dial Call Waiting—Alerts you to another caller on the line.
800 Serviceline—Provides a residential 8XX number.
DIAL LOCK* –Allows selective blocking of toll calls*.
Wireworks*—Inside wire repair plan.
Call Trace –Allows a called party to initiate an automatic trace of the last call received
Caller ID—Identifies name and number of callers.
Call Waiting ID—Call Waiting plus Caller ID.
Anonymous Call Rejection –Allows incoming blocked calls to be rejected
Last Call Return—Allows calling of last incoming caller by dialing *69.
Line Blocking – Allows customer to block their number from appearing on caller ID of the called party for all calls
Per Call blocking – Allows customer to block their number from appearing on caller ID of the called party on a per call basis

*This service is not regulated by the Colorado PUC

3.2 Operator Services

The Company does not offer operator services at this time. The Company will not block a Customer's access to any provider of operator services available in the Company's service area. Customers may receive bills directly from operator service providers whose services the Customers use.

3.3 T-1 Service

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Colorado.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers (e.g., NPA 900, NXX 976, etc.).

Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 4.7 of this tariff.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with facilities services provided by other certificated carriers.

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the Company to purchase Unbundled Network Elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. FIRST reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities or UNEs to FIRST, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by FIRST to modify or withdraw its services at any time.

Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

4.0 RATES AND CHARGES**4.1 Nonrecurring Charges**4.1.1 Reconnect Fee

Reconnect Fee charge: \$25.00 for each line.

This charge applies to reconnection of service after dial tone has been suspended.

4.1.2 Nonrecurring Charges

Order charge—Assessed when customers add features or modify their account.

Installation charge – Assessed to connect or move telephone service to another location or to change facilities

Number change charge—Assessed to change telephone numbers
Nonrecurring charges are as follows:

Order charge	\$8.50 or as listed elsewhere in this tariff
Installation charge	\$35.00
Number change charge	\$17.50

4.1.3 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by the Company (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges. Unless otherwise provided in this tariff, where charges are incurred for a service purchased from a tariffed carrier in Colorado, the charges to the customer will be the tariffed retail rate of the underlying carrier.

4.1.4 Nonsufficient Funds Charge (NSF Checks)

NSF check charge: \$20.00

This charge applies when a check has been returned by the bank for non-payment.

4.2 Usage Rates**4.2.1 Local Service**

Local service is billed at flat monthly rates for calls within the local calling area. Ancillary services are billed with non-recurring installation fees and monthly service charges. Monthly recurring charges are assessed for any month or portion thereof in which a given service is activated. Rates are as follows:

Description	Nonrecurring	Monthly Recurring
Residence Line	\$35.00	\$14.74
3 Way Calling Blocking	\$0.00	\$0.00
New Number Referral Service One Month	\$9.00	\$0.00
New Number Referral Service Three Months	\$17.00	\$0.00
Intercept Service	\$14.00	\$0.00
Additional Line Residence Flat	\$35.00	\$14.74
Three-Way Calling	\$8.50	\$3.50
Call Forwarding	\$8.50	\$3.00
Call Waiting	\$8.50	\$4.50
Additional Listing in Another Directory	\$0.00	\$5.00 (I)
Custom Ringing*	\$0.00	\$5.00
Priority Call	\$0.00	\$3.50
Continuous Redial	\$0.00	\$3.50
Selective Call Forwarding	\$0.00	\$3.50
Call Rejection	\$0.00	\$4.50
Non-Listed Service	\$8.50	\$1.80
Foreign Listing	\$0.00	\$1.50
Discounted Informational Listing	\$0.00	\$0.75
Non-Published Service	\$8.50	\$2.25
Select Choice	\$35.00	\$31.95
Additional Listing	\$8.50	\$5.00 (I)
Custom Number Charge*	\$95.00	\$0.00
10XXX Direct Dialed Blocking	\$6.00	\$0.00
Toll Restriction Service	\$8.50	\$2.00
Call trace per activation		\$1.00
Talking Call Waiting*	\$11.95	\$2.95
Dial Call Waiting		\$2.15
800 Serviceline>	\$0.00	\$5.00
DIAL LOCK*	\$2.00	\$2.00
Wireworks*	\$0.00	\$4.95
Caller ID	\$8.50	\$6.95
Call Waiting ID	\$8.50	\$4.50
Last Call Return	\$8.50	\$2.95

Description	Nonrecurring	Monthly Recurring
Line Blocking – no charge for initial selection	\$8.50	\$0.00
Per Call blocking	\$0.00	\$0.00
Anonymous Call Rejection – no charge for initial selection	\$8.50	\$0.00

*This service is not regulated by the Colorado PUC

4.3 First Communications Packages

The First Communications Packages combine Local and Long Distance service as detailed below.

Platinum Plus-

Basic Residence Line, Call Waiting, Caller ID, 600 Minutes Domestic Long Distance*

Gold Plus-

Basic Residence Line, Call Waiting and 400 Minutes Domestic Long Distance*.

Bronze Plus-

Basic Residence Line and 200 Minutes Domestic Long Distance*.

Colorado Home Plus-

Basic Residential Line, Call Waiting / Call Waiting ID, Caller ID, Last Call Return *69, Three-Way Calling or Continuous Redial

Colorado Home Plus 500-

Basic Residential Line, Call Waiting / Call Waiting ID, Caller ID, Last Call Return *69, Three-Way Calling or Continuous Redial, 500 Minutes Domestic Long Distance

Colorado Community Plus

Basic Residential Line, Call Waiting, Caller ID Name & Number, Last Call Return *69, Three-Way Calling, 60 Minutes Domestic Long Distance

Colorado Residential Plus Plan

Basic Residential Line, 300 Minutes Domestic Interstate Long Distance

Colorado Value Plus

Basic Residential Line, Call Waiting, Caller ID Name & Number, 300 Minutes Domestic Long Distance

Colorado Prime Plan

Basic Residential Line, Call Waiting, Caller ID Name & Number, Last Call Return 69, Three-Way Calling, 120 minutes of Domestic Long Distance

First Communications Packages

	<u>MRC</u>	<u>NRC</u>
Platinum Plus	49.95	35.00
Gold Plus	42.95	35.00
Bronze Plus	27.95	35.00
Colorado Home Plus	30.95	35.00
Colorado Home Plus 500	38.95	35.00
Colorado Community Plus	32.95	35.00
Colorado Residential Plus	34.95	35.00
Colorado Value Plus	37.95	35.00
Colorado Prime Plan	36.95	35.00

4.4 Packages for Customers of New Access Communications

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The following packages are available to customers of the former New Access Communications LLC on a grand fathered basis. Effective February 20, 2007, these products and services are available only to the existing customers of record at the existing locations.

(T)
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Basic Residential Line—Basic residential line, unlimited local calling, features available at standard pricing. \$13.42

(N)

Gold Saver—Basic residential line, unlimited local calling, inside wire protection plan and 100 minutes of domestic long distance service. \$29.95

Silver Saver—Basic residential line, unlimited local calling, 30 minutes of domestic long distance service. \$17.50

Platinum Select—Basic residential line, unlimited local calling, call waiting, Caller ID, 600 minutes of domestic interstate long distance service. \$47.95

Gold Select—Basic residential line, unlimited local calling, call waiting, 400 minutes of domestic interstate long distance service. \$42.95

Silver Select—Basic residential line, unlimited local calling, 200 minutes of domestic interstate long distance service. \$32.95

(N)

4.5 Pay per Use Services

Pay Per Use Description	Charge per Use	Pay Per Use Description	Charge per Use
Automatic Recall (*66)	0.95	Three Way Calling	0.85
Call Trace (per activation)	1.00	Last Call Return (*69)	0.95

Maximum monthly billing for Pay Per Use Feature is \$7.60

4.6 Reserved for Future Use

(N)

4.7 Local Integrated T-1 Service*

On-Net

Digital T-1 Service

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

PRI T-1 Service

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

Integrated T-1 Service**

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

**Add IP Port Price below to Integrated T-1 Service Price.

Virtual Foreign Exchange (VFX) Service

	<u>MRC</u>	<u>NRC</u>
2 year	\$550.00	\$500.00
3 year	\$525.00	\$250.00

Internet Port Pricing

<u>SPEED</u>	<u>MRC</u>	<u>NRC</u>
64K	\$190.00	\$0.00
128K	\$190.00	\$0.00
192K	\$260.00	\$0.00
256K	\$260.00	\$0.00
384K	\$325.00	\$0.00
512K	\$360.00	\$0.00
640K	\$385.00	\$0.00
768K	\$385.00	\$0.00

Intrastate 1+	\$0.0650 per minute
Intrastate Toll Free	\$0.0750 per minute

* Service is available in the Colorado market area.

Miscellaneous Fees

	<u>MRC</u>	<u>NRC</u>
Order Expedite		\$1500.00
Change Order Fee		\$275.00
DeMarc Extension		\$305.00
Block of 20 DIDs	\$7.00	\$7.00
Block of 100 DIDs	\$28.00	\$35.00

Features and Fees include: LNP, PIC-C, EUCL, Equal Access, 900/976 Block, PRI Option, Local Usage, Universal Calling, Extended Calling Area, Caller ID, Call Waiting, Service Access Codes, Standard Directory Listing

Local Integrated T-1 service provides invoicing sent via e-mail. Invoices requested in paper format will incur a \$10.00 charge.

5. Surcharges**5.1 Colorado High Cost Support Mechanism**

The Public Utilities Commission has created a High Cost Support Mechanism to assist in the provision of service in high cost areas. When the Company's High Cost Fund contribution requirements are estimated to exceed the de minimus exemption, the Company will collect a Universal Service Charge from each Customer to fund the Colorado High Cost Fund. The surcharge will be added, when applicable, pro rata to each Customer's total bill for all telecommunications services. The surcharge rate to be collected shall be that which is published on a quarterly basis by the Colorado P.U.C.

The Company contributes to the Colorado High Cost Support Mechanism as required under 4 *Code of Colorado Regulations* 723-2-2480. A surcharge for the High Cost Support Mechanism will appear as a line item on all monthly bills.

Monthly surcharge: 2.6%

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5.2 Colorado Low-Income Telephone Assistance Program (LITAP)**5.2.1 General**

The Colorado Low-Income Telephone Assistance Program (LITAP) provides a discount of the recurring monthly rate for the provision of Basic Local Residential Exchange Flat Rate Service for certain eligible low-income customers.

5.2.2 Conditions:

A. The Colorado LITAP discount is only available to low-income customers who meet the eligibility requirements established by Colorado Revised Statutes in § 40-3.4-105 and are certified for eligibility by the Colorado Department of Human Services.

B. A qualifying low-income customer subscribing to the LITAP shall receive State reductions to the monthly tariffed residential local exchange access line rate.

C. The Colorado LITAP discount will begin with the date the Company receives a valid application from a Customer who has existing service and became eligible or when new services is established for a qualifying Customer subject to the eligibility requirements as set forth above. The discount will be prorated on the basis of a 30-day month from the effective date the Customer's application is received by the company or initial service is established.

* Material previously found on this page has moved to page 29.

5.2 Colorado Low-Income Telephone Assistance Program (LITAP) (cont'd.)

D. Nonrecurring charges to change to or from this program due to eligibility status will be waived.

E. The discount is applicable only to the Customer's primary residence line.

F. The Company may not disconnect the service of a LITAP customer for the nonpayment of toll charges unless the Company has received a waiver from the Commission allowing disconnection of service for this reason. The subscriber must continue to pay the charges associated with LITAP service.

G. Low-Income customers have access to the following services:

- Residential basic local exchange service
- To emergency services
- To operator services
- To inter-exchange service
- To directory assistance

5.2.3 Rates

Residential service rates specified elsewhere in this Tariff do not include the Colorado LITAP credit. The customer qualifying for the Low-Income Telephone Assistance Program credit will receive:

A \$6.50 discount or a twenty-five percent (25%) discount on basic local exchange service offerings or an amount equal to the Federal Communications Subscriber Line charge, whichever is greater. In no event shall the discount provided be less than the Federal Communications Commission Subscriber Line Charge.

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* Material previously found on page 28

5.3 Reserved for Future Use

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5.4 Telecommunications Relay Service

The Colorado Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech-disabled population of the State of Colorado. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech.

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by the Company. This surcharge applies regardless of whether or not the access line uses the Colorado Telecommunications Relay Service.

The surcharge serves as the funding vehicle for the operation of the Colorado TRS and shall be calculated by the Commission. The Commission shall compute the TRS Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period.

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

Monthly Charge Per Access Line: \$0.05

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5.5 N-1-1 Abbreviated Dialing Codes

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5.5.1. Description

A. 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.

B. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

- 211** - Community Information and Referral Services
- 311** - Non-Emergency Police and Governmental Services
- 511** - Traffic and Transportation Information
- 711** - Telecommunications Relay Service
- 811** - Advanced Notice of Excavating Activities
- 911** - Emergency Service

5.5.2. Terms and Conditions

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

B. Access to these abbreviated dialing codes is not available through the following dialing arrangements:

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

In addition, operator assisted calls will not be completed.

C. The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

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6 Exchange Services

6.1 Exchange Areas

First Communications offers service in the following exchanges and incorporates by reference the maps in Qwest Corporation Exchange and Network Services Colorado PUC No. 23 for each exchange:

Allenspark	Elbert	Kiowa
Bailey	Elizabeth	Lafayette-Louisville
Boulder	Erie	Longmont
Brighton	Evergreen	Lookout Mountain
Broomfield	Fort Collins	Lyons
Castle Rock	Frederick	Morrison
Central City	Georgetown	Nederland
Coal Creek Canyon	Hudson	Parker
Colorado Springs	Idaho Springs	Pueblo
Denver	Keansburg	Ward

6.2 List of Exchange Areas and Local Calling Areas (LCA)

Listed below is a chart indicating the exchange areas and the additional localities outside of the exchange area which customers can call without a toll charge.

The 303/720 LCA, hereinafter referred to as the “Greater Denver LCA,” consists of the following exchanges and zones: Allenspark, Arvada, Aurora, Bailey, Boulder, Brighton, Broomfield, Castle Rock, Central City, Coal Creek Canyon, Deckers, Denver, Elbert, Elizabeth, Englewood, Erie, Evergreen, Fort Lupton, Frederick, Georgetown, Golden, Hudson, Idaho Springs, Keenesburg, Kiowa, Lafayette-Louisville, Lakewood, Littleton, Longmont, Lookout Mountain, Lyons, Morrison, Nederland, Parker, Sullivan, Ward, Byers and Deer Trail wire center of Bijou Telephone Co-Op Association, Inc.; Bennett wire center of Eastern Slope Rural Telephone Association, Inc. Strasburg wire center of Strasburg Telephone Company, Inc.

Exchange Area	Exchange, Zone or Wire Center included in LCA
Allenspark	Greater Denver LCA, Estes Park, Mead
Bailey	Greater Denver LCA, Fairplay, Woodland Park wire center of the Colorado Springs Exchange.
Boulder	Greater Denver LCA

Brighton	Greater Denver LCA, Roggen wire center of Roggen Telephone Cooperative Company
Broomfield	Greater Denver LCA
Castle Rock	Greater Denver LCA
Central City	Greater Denver LCA
Coal Creek Canyon	Greater Denver LCA
Colorado Springs	
Exceptions	
Air Force Academy wire center of the Colorado Springs Exchange	Calhan, Peyton
Black Forest wire center of the Colorado Springs Exchange	Calhan, Peyton; El Paso wire center of El Paso County Telephone Company; Simla wire center of Big Sandy Telecommunications, Inc.
East, Gatehouse, Main, and Pikeview centers of the Colorado Springs Exchange	Calhan, Cripple Creek-Victor, Peyton; El Paso and Rush wire centers of El Paso County wire Telephone Company; Simla wire center of Big Sandy Telecommunications, Inc.; Lake George wire center of CenturyTel of Eagle
Green Mountain Falls and Manitou Springs wire centers of the Colorado Springs Exchange	Cripple Creek-Victor; Lake George wire center of CenturyTel of Eagle
Security wire center of the Colorado Springs Exchange	Calhan, Cripple Creek-Victor, Peyton; El Paso and Rush wire centers of El Paso County Telephone Company; Lake George wire center of CenturyTel of Eagle
Woodland Park wire center of the Colorado Springs Exchange	Bailey, Cripple Creek-Victor, Deckers; Lake George wire center of CenturyTel of Eagle
Denver	Greater Denver LCA
Elbert	Greater Denver LCA
Elizabeth	Greater Denver LCA

Erie	Greater Denver LCA
Evergreen	Greater Denver LCA
Fort Collins	Berthoud, Eaton-Ault, Estes Park, Gilcrest, Greeley, Johnstown-Milliken, LaSalle, Loveland, Mead, Platteville, Windsor, Nunn wire center of the Nunn Telephone Co., Red Feather Lakes and Walden wire centers of CenturyTel of Eagle
Frederick	Greater Denver LCA
Georgetown	Greater Denver LCA, Dillon
Hudson	Greater Denver LCA, Greeley, La Salle
Idaho Springs	Greater Denver LCA
Keenesburg	Greater Denver LCA, Greeley, La Salle, Roggen wire center of Roggen Telephone Cooperative Company
Kiowa	Greater Denver LCA
Lafayette-Louisville	Greater Denver LCA
Longmont	Berthoud, Greater Denver LCA Mead, Platteville
Lookout Mountain	Greater Denver LCA
Lyons	Greater Denver LCA, Estes Park, Mead
Morrison	Greater Denver LCA
Nederland	Greater Denver LCA
Parker	Greater Denver LCA
Pueblo	
-Avondale wire center of the Pueblo exchange	Walsenburg, Fowler, Gardner, Manzanola and Ordway wire centers of CenturyTel of Eagle
-Main, Sunset, and West wire centers of The Pueblo Exchange	Canon City, Florence, Walsenburg, Buelah wire center of the Pine Drive Telephone Company, Colorado City and Rye wire centers of the Rye Telephone Company, Fowler, Gardner, Manzanola and Ordway wire centers of CenturyTel of Eagle
Ward	Greater Denver LCA