

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations**2.1 Undertaking of the Telephone Company****2.1.1 Scope**

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

2.1.2 Limitations

- A. The customer may assign or transfer the use of services under this tariff if there is no interruption in or relocation of services. The assignee or transferee must agree to assume all outstanding indebtedness for services provided under this tariff and any termination liability associated with the services provided. The customer will remain jointly liable with the assignee or transferee for any obligations existing at the time of the assignment.

Prior to assignment, the Telephone Company must acknowledge in writing that all requirements have been met. Acknowledgement will be made within fifteen days after the Telephone Company has been notified of the proposed assignment.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: November 15, 1990
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.1 Undertaking of the Telephone Company (Cont'd)****2.1.2 Limitations (Cont'd)**

B. All services offered in this tariff will be provided on a first-come first-served basis.

2.1.3 Liability

- A. Except in the case of willful misconduct for which the Telephone Company's liability is not limited by this tariff, the Telephone Company's liability for damages shall not exceed an amount equal to the proportionate tariff charge for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may be due the customer as described in Section 2.4.3 following.
- B. The Telephone Company shall not be liable for any act or omission of any other carriers or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- C. The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- D. Both the Telephone Company and the AECA shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

Pursuant to Orders No. 6 & 7 in Docket U-9--26

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 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.1 Undertaking of the Telephone Company (Cont'd)****2.1.3 Liability (Cont'd)**

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 2. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or Intrastate Carriers (IC) or;
 3. All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.
- E. Both the Telephone Company and the AECA shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff involving;
1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
 2. Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;

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 By: Steve Hamlen Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

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

F. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

2.1.4 Provision of Services

The Telephone Company's obligation to furnish the services described in this tariff is dependent upon its ability to provide such services.

LEC will provide the services it is reasonably capable of providing and it will provide a written explanation of its inability to provide services when denying requests for service under this section.

(T)

2.1.5 Installation and Termination of Services

The services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a protective location inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination, subject to Section 2.6, Access Network Change Notification.

Tariff Advice No. **46**

Effective: January 30, 2004

Issued: January 29, 2004
Issued By: Alaska Exchange Carriers Association, Inc
By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.1 Undertaking of the Telephone Company (Cont'd)****2.1.5 Installation and Termination of Service (Cont'd)**

Wire required within a building to extend Access Service facilities will be provided, at the Customer's request for which non-recurring charges contained in other location tariff or rate schedules will apply.

2.1.6 Maintenance of Services

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

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) change any facilities used in providing service under this tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. The Telephone Company shall not be responsible if the change renders customer furnished services obsolete or requires modification of the customer furnished services. If such change materially affects the operating characteristics of the facility, the Telephone Company

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 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions (Cont'd)

will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the changes made.

The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

2.1.8 Refusal and Discontinuance of Service

A. Unless the provisions of 2.2.1(B) apply, if a customer fails to comply with 2.1.6, 2.2.2, 2.3.1, 2.3.5, 2.4 or 2.5.1, the AECA shall:

- 1. Send notice by Certified U.S. Mail to the person designated by that customer to receive such written notice that the AECA will be advising the Telephone company regarding 2.1.8 (A) 2.
- 2. Thirty calendar days after sending the notice to the customer, advise the Telephone Company to:
 - a. Refuse to accept additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time after the date of advising is sent.
 - b. Discontinue the provision of the services to the non-complying customer at any time thereafter.
- 3. In the case of discontinuance, all applicable charges, including termination charges, shall become due and the Telephone

(C)

Tariff Advice No. 40

Effective: October 1, 1999

Issued:
Issued By: Alaska Exchange Carriers Association, Inc
By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

Company will deny access to the defaulting IC.

B. At this time the AECA Executive Director will execute upon the delinquent customer's payment bond, letter of credit or cash deposit and initiate any other appropriate legal action. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) calendar days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice. (C)

In the event the account is not paid in accordance with the thirty (30) calendar days notice and the defaulting IC's service has been discontinued, end user customers will have recourse to dialing 10XXX, or such other dialing arrangements as appropriate for a particular LEC to complete long distance calls through alternate IC's. (C)

C. As soon as a Telephone Company is advised by the AECA to discontinue service to an IC, the Telephone Company will provide a recorded message to all of the IC's end users that the service is terminated. End users will be informed of available dialing alternatives and how to arrange interexchange service through another IC.

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By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- D. For wholesale applications, the wholesale provider may be required to disconnect service from the wholesale user if the Telephone Company does not have the capability to do so. (N)

Pursuant to Docket U-91-82, Order No. 1

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 Issued By: Alaska Exchange Carriers Association, Inc
 By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.1.9 Notification of Service-Affecting Activities**

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment additions, removals, and routine preventative maintenance. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine the notification requirements.

2.1.10 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change, the Telephone Company will furnish to the customer six months notice, by certified mail, of the effective date and an explanation of the reason(s) for such change(s).

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Pursuant to Orders No. 6 & 7 in docket U-90-26

Tariff Advice No. 1

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 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.2 Use****2.2.1 Interference or Impairment**

- A. The facilities and equipment provided by the customer which are used in conjunction with Telephone Company facilities in the provision of Access Service shall not interfere with or impair the provision of service by the Telephone Company.
- B. If interference as described in (A) above exists, except for equipment subject to the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, when practicable, the Telephone Company will notify the customer that service will be temporarily disconnected until the problem is corrected. When prior notice is not practical, the Telephone Company may temporarily disconnect services without prior notification to the customer. The customer will be notified of the action as soon as possible and given the opportunity to correct the problem. During the period of discontinuance, the credit allowance for service interruptions as set forth in 2.4.3 following does not apply.

2.2.2 Unlawful Use

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

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Tariff Advice No. 1

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Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as

Pursuant to Orders No. 6 & 7 in Docket U-90-26

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ACCESS SERVICES

2 General Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.2 Ownership of Facilities (Cont'd)**

good condition as reasonable wear will permit. Any cost of repair or replacement for unreasonable wear or damage will be billed to the customer who utilized the equipment.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such space at reasonable times for installing, testing, repairing or removing Telephone Company services.

2.3.4 Availability for Testing

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

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ACCESS SERVICES

2. General Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.5 Balance**

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 Reference to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.8 Claims and Demands for Damages**

The customer shall defend, indemnify and save harmless both the Telephone Company and the AECA from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees. The customer shall defend, indemnify and save harmless both the Telephone Company and the AECA from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2.3 Obligations of the Customer (Cont'd)**2.3.9 Jurisdictional Report Requirements**

The Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the customer and cases where the Telephone Company will develop jurisdictional percentages.

- A. When a customer orders Switched Access Service(s), the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the customer's Intrastate percentage as follows:

For originating access minutes, the Intrastate percentage will be developed when the Switched Access Service access minutes for that customer are measured by dividing the customer's measured Intrastate access minutes by the Telephone Company's total originating measured access minutes for that customer when the call detail is adequate to determine the appropriate jurisdiction.

When call details are insufficient to determine the jurisdiction for the call, the customer shall supply verifiable access minutes or the Telephone Company will develop the access minutes according to Section 2.3.9(C).

Verifiable terminating Switched Access Service minutes will be measured and provided to the Telephone Company by the customer according to Section 2.3.9(C).

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

B. Except where Telephone Company measured access minutes are used as set forth in (A), preceding, the customer reported intrastate percentage of use as set forth in (A), preceding will be used until the customer reports a different projected intrastate percentage.

(C)

(C)

The customer shall provide in writing, updates to the intrastate (Percent State Usage -- PSU) and interstate (Percent Interstate Usage -- PIU) jurisdictional report on a quarterly basis, by service, and by NXX. The customer shall forward to the Telephone Company a revised report, to be received no later than 15 days after the first of January, April, July and October. The revised report shall show the PSU and PIU for the past three months ending the last billing cycle of December, March, June and September, respectively, for each service arranged for intrastate use. The PSU reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for the next three months' billing beginning in February, May, August and November, respectively. The customer has the option to provide the report on a monthly basis. If monthly reports are provided, the customer is not required to provide quarterly summaries.

(N)

(N)

(L)

(L)

(L) Text relocated to Original Sheet No. 32.2.

Tariff Advice No. 14-999

Effective: April 16, 1993

Issued: _____
Issued By: Alaska Exchange Carriers Association, Inc
By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.9 Jurisdictional Report Requirements (Cont'd)**

B. (Continued)

When submitting the PSU, the customer should include a summary sheet explaining how the PSU was determined. The customer should calculate its PSU based on the call detail records it uses to bill its customers. The customer may use a reasonable sampling method. If the customer uses data for less than one month to determine the PSU given to the Telephone Company, the supporting summary sheet should explain why less than one month's data has been used, and whether the data provided is that which the customer uses to make its internal traffic forecasts and networking decisions. They must explain to the Telephone Company why and if they use the same data for their billing purposes. When a revised PSU varies by more than five percentage points from the last reported PSU, the Telephone Company may request an explanation. The customer shall retain for six months the data used in calculating a PSU given to the Telephone Company. Adjustment factors may be applied in the calculation of PSUs only if the factor has been objectively determined based on statistically reliable, Alaska specific data.

(N)

(N)

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

C. No prorating or back billing will be done based on the report. However, delayed charges will be billed utilizing the intrastate percentage that was in effect at the time the charges were incurred. (N)

If the customer does not supply the reports the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which two consecutive quarterly reports have not been received from the customer, AECA may implement the following remedial actions: 1) AECA shall estimate what the correct PSU should be based upon available billing data; 2) AECA shall retain an Accounting Firm to review the records of the customer to the extent necessary to determine a proper PSU report. Expenses(s) incurred by AECA necessary to implement Step 2 will be billed to the customer; 3) AECA will report to the Alaska Public Utilities Commission any remedial action required. (L) (L) (N) (N)

(L) Text relocated from Original Sheet No. 32.

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

D. Jurisdictional Report Verification

(N)

If the Telephone Company disputes the reasonableness of the PSU provided as described in (A) above, or, either AECA or the APUC questions the projected intrastate percentage, the Telephone Company will ask the customer to provide the data as described in (A) above that the customer used to determine the projected intrastate percentage. The customer shall supply the data within 15 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of intrastate and interstate use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

If the Telephone Company wishes to audit a PSU, it must request an audit within six months of having received the PSU. The audit would be limited to examination of billing tapes used in calculating the PSU and verification that the tapes accurately represent the carrier's traffic.

(N)

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

E. Maintenance of Customer Records

For purposes of determining PSU, every call entering a customer switched network that originates at a point within the same state as that in which the called station is situated, is an intrastate communication, and every call entering the customer switched network that originates in a state other than that where the called station is situated is an interstate communication.

(N)

(N)

Tariff Advice No. 14

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By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance

2.4.1 Payment of Rates, Charges and Deposits

A. The AECA will require a deposit as a precondition of intrastate service as follows:

1. Certificated Interexchange Carriers:

A payment bond issued by a surety or letter of credit from a bank in a form acceptable to the AECA in an amount equal to three times the IC's estimated total monthly charges under this tariff be will required of all ICs. The failure of an IC to maintain such a payment bond shall constitute reasonable grounds for terminating service to the IC. After an IC has received service for two months, the Executive Director may authorize an adjustment in the amount of the payment bond based upon the IC's actual charges. Such adjustments may be made as often as is reasonably required to protect the revenue receipts and cash flow of the AECA.

(I)

2. Resellers:

Reserved For Future Use.

3. End Users:

A cash deposit not to exceed the actual or estimated rates and charges for the service for a two month period (See Alaska Administrative Code 3 AAC 48.420) will be required of all end users.

End User deposits retained by the Telephone Company will be refunded after a two year period in accordance with Alaska Administrative Code 3 AAC 48.420.

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By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

A. (Cont'd)

The fact that a deposit has been made in no way relieves the customer from complying with the AECA regulations as to the prompt payment of bills. At such time as the provision to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Cash deposits will be paid interest at the time the deposit is refunded. Deposits will be placed in an interest bearing account and the AECA will pay the Customer interest in accordance with AS 42.05.365.

B. The Telephone Company will bill the customer who places the order for access service for all usage sensitive charges including carrier common line bulk bill, monthly in arrears. Nonrecurring charges will be billed to the customer ordering the service in the month following the provision of service.

The Exchange Carrier will bill in advance for:

Special Access

Special Construction

The Exchange Carrier will bill in arrears for:

Equal Access Recovery Charge

800 Data Base Access Service Queries

Presubscription Change Charge

(N)

(N)

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

B. (Cont'd)

The AECA will bill in arrears for:

Carrier Common Line Bulk Bill

Traffic Sensitive Charges

Non Recurring Charges

TSP Database Charge

(N)

1. The bill date for all access services will be the 10th work day of the month for each Customer account and shall appear on the carrier access bill.

Tariff Advice No. 29

Effective: May 28, 1996

Issued: July 12, 1996
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.4 Payment Arrangements and Credit Allowance (Cont'd)****2.4.1 Payment of Rates, Charges and Deposits (Cont'd)**

B. (Cont'd)

2.

- a. Payment is due and payable upon receipt and shall be delinquent 20 calendar days from the date the bill is rendered, or by the next bill date, whichever is the shortest interval. Payments due AECA of sums greater than \$500.00 shall be made by wire transfer or Electronic Funds Transfer (EFT) directly to AECA's bank account on or before the twentieth calendar day from the date the bill was rendered. If this due date is a local bank holiday, funds shall be wire transferred or EFT on the prior workday. Payments of \$500.00 or less may be paid via check mailed in time to arrive at AECA's office no later than the twentieth calendar day from the date the bill was rendered.

If EFT is technically not feasible, payment will be made by check mailed prior to the due date with "immediately available funds" as defined in Section 2.6 on the due date. Otherwise penalties as defined in Section 2.4.1 (B) apply.

- b. If payment is not received in immediately available funds by the due date as determine in (a) above, a one time one percent (1%) late payment, plus interest at the rate of .000287 per day, calculated on the total amount due will be charged and included as a separate item on the next statement issued to the customer.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: April 16, 1991
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4. Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

B. (Cont'd)

2.

- c. In the event that a billing dispute concerning charges billed to the customer by the AECA or the Telephone Company occurs, the customer is required to pay both the disputed and undisputed amounts by the due date. If the dispute is resolved in favor of the customer, the billing entity will refund the disputed amount in question plus interest.

When a claim is filed within 90 days of the due date, the interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later. Interest will be calculated at a rate equal to .000287 per day, or the maximum interest allowed by state law. The lesser amount will apply. Applicable interest will be compounded daily.

- d. All actions by the AECA or the Telephone company to recover its charges, or any part thereof, shall be initiated within one year from the time the charges were incurred by the customer. For the purposes of this subsection (d), rendering an access bill to the customer is sufficient action.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: December 20, 1990
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

B. (Cont'd)

2.

e. In order for a customer to be eligible for recovery of overcharges of a disputed amount, notification must be submitted by the customer in writing to the Alaska Exchange Carriers Association or Telephone Company within 18 months from the date that the bill under dispute was rendered. However, refund of overages resulting from improper reporting of Monthly Bulk Bill report information are limited by the provisions of Section 3.6(D). (T)

f. The terms "overcharges" or "disputed amounts", as used in Section 2.4.1(B)(2)(e) preceding, shall be deemed to mean charges for service(s) in excess of those applicable thereto under other sections of this tariff.

g. The term "notification", as used in 2.4.1(B)(2)(e) preceding, shall mean written notice containing the date(s) of the overcharges(s), the service(s) for which the overcharges(s) accrued, and the amount(s) of the overcharge(s), delivered by Certified U.S. Mail to the billing entity business office, or its agent.

Tariff Advice No. 46

Effective: January 30, 2004

Issued: January 29, 2004
Issued By: Alaska Exchange Carriers Association, Inc
By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

B. (Cont'd)

h. If the customer does not receive a bill at least 10 days prior to the payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

i. If a company fails to pay assessed access charges in accordance with the terms and conditions of this tariff, AECA may bring necessary or appropriate legal action before the Regulatory Commission of Alaska (RCA) or a court of competent jurisdiction, to collect sums owing under this tariff. AECA shall assess the defaulting party AECA's actual, reasonable attorney's fees and costs associated with its enforcement effort and actions, to the extent allowed by the RCA or court of competent jurisdiction

(N)

(N)

Issued: _____
Issued By: Alaska Exchange Carriers Association, Inc
By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

C. Billing, Payment and Cutoff Illustration

1. In accordance with 2.4.1(B) and 2.1.8 the Bill date, payment date, and cutoff dates are illustrated as follows:

EXAMPLE: CALCULATION OF PAYMENT DATES

JANUARY (31 days)	FEBRUARY (28 days)	MARCH (31 days)
1 6 11 16 21 26 31	5 10 15 20 25	2 7 12 17 22 27
	14	4
	20	15
	calendar	calendar
	days	days
	10th work day	Payment Date
	Bill Date	Cutoff Date
	2.4.1(B)(1)	2.4.1(B)(2) 2.1.8

- D. For services provided on a monthly basis, the charge for the provision of a fractional month's service will be determined by dividing the number of days that service was provided by 30 and multiplying the result times the monthly rate. This calculation will be made subject to any minimum service periods required for specific services.

- E. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: April 16, 1991
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.4 Payment Arrangements and Credit Allowance (Cont'd)****2.4.2 Minimum Periods**

- A. Unless a minimum service period is described for a specific tariff item, the minimum period for which services are provided and for which rates and charges are applicable is one month. When a service is discontinued prior to the expiration of the minimum period, the total charges at the rate level in effect at the time service is discontinued will apply for the remainder of the minimum period.

If the discontinued service is provided based on usage, the AECA will estimate usage to the end of the minimum period based on historical data.

B. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonable be required for verification of any bill.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: November 15, 1990
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.4 Payment Arrangements and Credit Allowance (Cont'd)****2.4.3 Credit Allowance for Service Interruptions****A. General**

A service is interrupted when it becomes unusable to the customer because of a failure of facilities used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative. An allowance for interruption will apply only when the interruption is not due to the negligence of the customer. The credit allowance for an interruption or for a series of interruptions shall not exceed the monthly rate and minimum monthly usage charge for the service interrupted in any one monthly billing period.

B. When a Credit Allowance Applies

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

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: November 15, 1990
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.3 Credit Allowance for Service Interruption (Cont'd)

B. When A Credit Allowance Applies (Cont'd)

- 1. For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the applicable monthly rates or minimum monthly usage charge for each period of 24 hours or major fraction (12 hours and one minute) thereof that the interruption continues.
- 2. For Digital Data Access, D1 through D4 and High Capacity, HC1, Special Access Services, any period during which the error performance is below that specified for the service will be considered as an interruption. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. (T)
- 3. Public Packet Data Network Services(N)

Credit allowance is computed as described in (2) above for Public Packet Data Network Service rate elements. The monthly charge shall be the total of all monthly rate element charges associated with the service (i.e., End User Port, Access Customer Port, and Permanent Virtual Connections).

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

(L)

2.4 Payment Arrangements and Credit Allowance (Cont'd)**2.4.3 When a Credit Allowance Does Not Apply**

D. No credit allowance will be made for:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
3. Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make

(L)

(L) Text relocated from Original Sheet No. 41

Tariff Advice No. 34

Effective: June 27, 1997

Issued: July 9, 1997
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Ruth A. Steele

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.4 Payment Arrangements and Credit Allowance (Cont'd)****2.4.3 Credit Allowance for Service Interruption (Cont'd)****C. When a Credit Allowance Does Not Apply (Cont'd)**

rearrangements, or for the implementation of a change order during the time that was negotiated with the customer prior to the release of the service. Thereafter, a credit allowance as set forth in (B) preceding applies.

5. Periods when the customer elects not to release the service for testing and/or repair and continues to use in on an impaired basis.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

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Issued By: Alaska Exchange Carriers Association, Inc
By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.4 Payment Arrangements and Credit Allowance (Cont'd)****2.4.4 Title or Ownership Rights**

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

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence**A. Nonrecurring Charges Do Not Apply**

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

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

B. Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

Issued: November 15, 1990
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.5 Connections****2.5.1 General**

Customer Premise Equipment and Systems may be connected with Switched, Special and Public Packet Data Network Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

(C)
(C)**2.6 Definitions****Access Code**

A uniform five or seven digit selection code assigned to an interexchange carrier. The five digit code has the form 10XXX, and the seven digit code has the form 950-1XXX or 950-0XXX.

Access Order

An order to provide the customer with Switched Access Service or Special Access Service or changes to existing services.

Access Minutes

The unit of usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to, and acknowledged as received by, the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Tariff Advice No. 34

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 Issued By: Alaska Exchange Carriers Association, Inc
 By: Ruth A. Steele

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Access Network Change

(N)

A. The Telephone Company shall:

1. Serve notice of all proposed changes to the first point of switching (notice) on all access customers that pay into the bulk bill (access customers) and on the Regulatory Commission of Alaska (Commission). The notice shall be served on up to two individuals of each access customer designated with AECA to receive such notice. The notice will include:
 - a. The Telephone Company's name and address;
 - b. The name and telephone number of a contact person;
 - c. The implementation date of the proposed changes;
 - d. The location(s) at which the changes will occur;
 - e. A description of the type of changes planned (e.g. reference to technical specifications, protocols, and standards regarding transmission, signaling, routing, and facility assignment, and technical standards);
 - f. A description of and supporting documentation for the economic, engineering, customer service, and operational rationale as well as any other public interest considerations which support the proposed changes; and
 - g. A description of the reasonably foreseeable impact of the planned proposed changes on access customers.
2. Provide notice at least twelve (12) months before implementation unless the Telephone Company demonstrates extenuating circumstances that would justify less than twelve (12) month's notice.
3. Promptly provide all information and documents requested by the access customer reasonably necessary to evaluate the proposed changes. To the extent necessary, the Telephone Company and AECA shall cooperate to provide information regarding the impact of the proposed change.

(N)

Tariff Advice No. 41 Pursuant to U-00-24(9)

Effective: December 16, 2002

Issued: January 27, 2003
 Issued By: Alaska Exchange Carriers Association, Inc
 By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Access Network Change (Cont'd)

(N)

- B. The access customer may file an objection to the proposed changes. Any such objection shall be served on the Telephone Company and copied to the Commission no later than thirty (30) days following service of the Telephone Company's network notice. An objection by the access customer to the Telephone Company's proposed change shall include a description and supporting documentation for the economic, engineering, customer service, and operational rationale as well as any other public interest considerations that support its objection to the proposed changes.
- C. In the event that an access customer files an objection, the Telephone Company and the access customer will have thirty (30) days from the date of the objection to resolve the issues in the objection (resolution period).
 - 1. During the resolution period, the Telephone Company and the access customer shall negotiate in good faith to resolve the issues raised in the access customer's objection. As part of such good faith negotiations, each party shall have the obligation to promptly furnish all information and supporting documents necessary to evaluate the proposed change, or the objection to the proposed change. To the extent necessary, the Telephone Company and AECA shall cooperate to provide information regarding the impact of the proposed change.
 - 2. During the resolution period, the Telephone Company and the access customer shall notify AECA of any potential resolution to allow AECA the opportunity to review the potential resolution for consistency with this tariff. In the event AECA determines the potential resolution may be inconsistent with this tariff, AECA shall be included in negotiations regarding any such resolution, and AECA shall have the right to object to any resolution that would be inconsistent with the provisions of this tariff.
 - 3. Any resolution reached between the Telephone Company and the access customers must be related to the proposed changes and consistent with this tariff (absent Commission approval for a deviation from the tariff).
- D. If the Telephone Company does not receive an objection to the proposed changes, and absent any Commission action to the contrary, the Telephone Company may implement the proposed changes in accordance with the notice.

(N)

Tariff Advice No. 41 Pursuant to U-00-24(9)

Effective: December 16, 2002

Issued: January 27, 2003
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 By: Judith A. Colbert

Title: Executive Director

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Access Network Change (Cont'd)

- E. If an objection is resolved within the resolution period, the Telephone Company and the access customer shall jointly file with the Commission a notification that the objection has been resolved along with a copy of the resolution. In such an event, and absent any Commission action to the contrary, the Telephone Company may implement the proposed changes in accordance with the notice.
- F. If an objection is not resolved within the resolution period, then within five (5) days from the end of the resolution period, the Telephone Company may file a Petition with the Commission requesting authorization to implement the proposed changes. The Telephone Company shall include in its Petition the following:
 1. A copy of its initial notice and all unresolved objections received;
 2. A proposed procedural schedule for the expeditious resolution of the Petition. Whenever possible, the proposed schedule shall be submitted as a stipulated schedule between the Telephone Company and the objecting access customers. Absent extenuating circumstances, the proposed procedural schedule shall provide for the filing of direct testimony by the Telephone Company within thirty (30) days from the date the Commission approves the schedule, answering testimony by the objecting access customer within thirty (30) days from the date of the filing of direct testimony, and reply testimony by the Telephone Company within thirty (30) days from the date of the filing of answering testimony. The procedural schedule shall also request a hearing within thirty (30) days of the filing of the reply testimony and the issuance of a final order within sixty (60) days of the last hearing date. Either party may request a deviation from the procedural schedule set forth above due to circumstances justifying such a deviation;
 3. A request for the immediate entry of a standard discovery and confidentiality order. The discovery order shall provide that discovery shall be responded to within ten (10) days from the date discovery is served.

(N)

(N)

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Access Tandem

A Telephone Company or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises, subject to Section 2.6, Access Network Change Notification.

(N)
(D)

Answer/Disconnect Supervision

The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Assumed Minutes of Use

Minutes of use assumed for, or allocated to, unmeasured intrastate interexchange communications services.

Balance (100 Type) Test Line

An arrangement in an end office which provides for balance and noise testing.

Bona Fide Request

A good-faith written request by a competing certificated intrastate interexchange carrier to a local exchange carrier for equal access service.

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Business Day

The times of day that a company is open for business. Business Day hours for the Telephone Company may be determined by contacting the business office.

(L)

Busy Hour Minutes of Capacity (BHMC)

The customer specified maximum amount of Switched Access Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Switched Access Service ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Switched Access Service ordered.

(L)

(L1)

(L1)

(D)

(L) Text relocated from First Revision Sheet No. 45

(L1) Text relocated from First Revision Sheet No. 46

Tariff Advice No. 7-999

Effective: February 3, 1992

Issued: May 22, 1992
Issued By: Alaska Exchange Carriers Association, Inc
By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

(L)
|
(L)

Call

A customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

A standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks). Also known as "100 call seconds".

Central Office

A local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Centrex CO Service

A service that (1) uses a portion of a Telephone Company switch located at the Telephone Company central office to meet the customer's internal needs and serves as the customer's interface with the local and interexchange

(L) Text relocated to Original Sheet No. 45.1

Issued: May 22, 1992
Issued By: Alaska Exchange Carriers Association, Inc
By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

networks and (2) links the customer's main stations to the Telephone Company switch with subscriber loops.

Channel

A communications path between two or more points of termination.

Coin Stations

A location where Telephone Company equipment is provided in a public or semi-public place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

(N)

Committed Information Rate

The term "Committed Information Rate" denotes the transmission speed specified by the customer at which the Frame Relay Access Service network commits to transfer data between two ports.

(N)

Common Line

A line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

Channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Concurring Carrier

A "concurring" carrier is any uncertificated Alaska local exchange carrier participating in the tariff.

Canceling

First Revision of Sheet No. 48

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.6 Definitions (Cont'd)****Customer Message**

A completed intrastate call originated by a customer's end user. A customer message begins when answer supervision from the premise of the ordering customer is received by Telephone Company recording equipment indicating that the called party has answered. A message ends when disconnect supervision is received by Telephone Company recording equipment from either the premises of the ordering customer or the customer's end user premises from which the call originated.

Customer Designated Premises

The premises specified by the customer for the provision of Access Service.

Customer(s)

Any individual, partnership, association, joint-stock company trust, corporation, or governmental entity or other entity which orders the services offered under this tariff, including Local Exchange Carrier(s), Interexchange Carriers(s) (IC's), and End User(s).

Data Transmission (107 Type) Test Line

An arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

(L)

(L)

(L) Text relocated to Original Sheet No. 48.1.
Pursuant to Docket U-91-82, Order No. 1.

Tariff Advice No.

Effective: January 1, 1992

Issued: June 26, 1992
 Issued By: Alaska Exchange Carriers Association, Inc
 By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Dedicated Wholesale Service

Wholesale intrastate interexchange service that is not switched by the wholesale provider's equipment.

(N)

Detail Billing

The listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

(N)

(L)

(L)

(L) Text relocated from First Revised Sheet No. 48.
Pursuant to Docket U-91-82, Order No. 1.

Tariff Advice No.

Effective: January 1, 1992

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 By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Effective 2-Wire

(L1)

A condition which permits the simultaneous transmission in both directions over a channel, which does not insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

(L1)

A condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques).

End Office Switch

A local Telephone Company switching system where Telephone Exchange Service customer common lines are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

Any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

(L2)

(L2)

(L1) Previously shown on Original Sheet 48

(L2) Deleted material previously shown on Original Sheet 49 has been transferred to First Revision of Sheet 50 Pursuant to Order No. 3 in Docket U-91-2

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Entry Switch

See First Point of Switching

Equal Access

A method of interconnection between a local exchange Telephone Company and all long distance carriers serving the exchange that allows an end user's interexchange calls to be automatically directed to the end user's chosen primary interexchange carrier when the end user dials 1-plus or any other abbreviated dialing arrangement authorized by the Commission. Equal Access requires local exchange carrier access service to be made available in equal kind, quality, and price to all interexchange carriers, and is commonly provided using Feature Group D signaling and interconnection arrangements.

(T)

Exchange

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

Extended PVC

The term "Extended PVC" denotes the interconnection of a port on a frame relay switch with a port on another frame relay switch. The EPVC establishes a communications path between the end user port on a frame relay switch and an access customer port on another interconnected frame relay switch within the same local service calling area.

Feature Group A

A line-side connection for interexchange service that is accessed by the end user via a 7-digit telephone number that may vary with each exchange.

Feature Group B

A trunk-side connection for interexchange service that is accessed by the end user by dialing "950-1XXX," with the "XXX" identifying the desired interexchange carrier.

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Feature Group C (FGC)

A trunk-side connection for interexchange service that is accessed by no-plus dialing or 0 or 1-plus dialing providing end user access to the incumbent carrier.

Feature Group D (FGD)

A trunk side switching connection designed for equal access provided through the use of end office or Commission approved access tandem switch trunk equipment. The access code for FGD switching is a uniform access code of the form "10XXX". When an end user has presubscribed, pursuant to Section 9.3.4, the form of the numbers dialed by the end user is NXX-XXXX,0 or 1+NXX-XXXX, to use their chosen primary interexchange carrier.

First Point of Switching (FPOS)

The first Telephone Company or centralized equal access provider location at which switching occurs on the terminating path of a call proceeding from the IC point of termination to the terminating end office and, at the same time, the last Telephone Company or centralized equal access provider location at which switching occurs on the originating path of a call proceeding from the originating end office to the IC point of termination, subject to Section 2.6., Access Network Change Notification.

(N)

Frame

The term "Frame" denotes a group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits.

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

(N)

2.6 Definitions (Cont'd)**Frame Relay Access Customer Port**

The term "Frame Relay Access Customer Port" denotes the physical location in the telephone company switching offices where the access customer's special access facility connects to the telephone company's Frame Relay Access Service network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

Frame Relay Access Service

The term "Frame Relay Access Service" denotes a medium-speed, connection-oriented packet-switched data service that allows for the interconnection of Local Area Networks or other compatible end user customer premises equipment for the purpose of connecting to an access customer's intrastate network.

Frame Relay End User Port

The term "Frame Relay End User Port" denotes the physical location in the telephone company switching office where the special access facility from the end user connects to the Frame Relay Access Service Network. It receives the data frame from the end user's Local Area Network or other compatible CPE devices and verifies that the end user connection and the corresponding access customer connection are valid before relaying the frame to the destination end point.

(N)

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 By: Ruth A. Steele Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations

(D)

Reserved For Future Use

(D)

Pursuant to Order 7 in Docket R-97-5 and R-97-6

Tariff Advice No.

Effective: January 1, 1999

Issued: February 4, 1999
Issued By: Alaska Exchange Carriers Association, Inc
By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Host Office

An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub

A Telephone Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more customer designated premises in a multipoint arrangement. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth. NATIONAL EXCHANGE CARRIER ASSOCIATIONS, INC. TARIFF FCC NO. 4 identifies serving wire centers, hub locations and the type of bridging or multiplexing functions available.

Immediately Available Funds

A corporate or personal check drawn on a bank account for which funds are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins and U.S. Postal Money Orders.

Incumbent Carrier

The Carrier, or its successor, certificated in commission Docket U-69-24 to provide intrastate interexchange telephone service.

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Individual Case Basis

A condition in which the rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Issued: May 22, 1992
Issued By: Alaska Exchange Carriers Association, Inc
By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.6 Definitions (Cont'd)****Interconnection Point**

The point where facilities of the Telephone Company meet facilities of a connecting Exchange Telephone Company or Interexchange Carrier.

Interexchange Carrier (IC) or Interexchange Common Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity, or corporation engaged for hire in intrastate communication by wire, fiber, or radio between two or more exchanges.

Interexchange Carrier Customer (ICC)

A certificated interexchange carrier and/or any other entity specified by the Commission providing intrastate interexchange telephone service.

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Interstate Call

Any toll communications between two states subject to oversight by the Federal Communications Commission (FCC). The term denotes both interstate and foreign communications.

Intrastate Call

Any toll communications within a state subject to oversight by the state regulatory commission.

Issuing Carrier

An "issuing" carrier is any certificated Alaska local exchange carrier participating in the tariff.

(L) Text relocated from Original Sheet No. 67.1
Pursuant to Order No. 7 in Docket R-97-5 and R-97-6

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By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.6 Definitions (Cont'd)****Line Side Connection**

A connection of a transmission path to the line side of a local exchange switching system. This type of connection is used when providing FGA Switched Access Service.

Local Access and Transport Area

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Local Exchange Carrier (LEC)

Any individual, partnership, association, cooperative, joint stock company, trust, or corporation engaged in Intrastate communication for hire by wire, radio, or other means within one or more exchanges.

Loop Around Test Line

An arrangement utilizing a Telephone Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

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Pursuant to Order No. 7 in Docket R-97-5 and R-97-6

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Measured Intrastate Interexchange Communications Service

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Any intrastate interexchange communications service provided by an ICC in which the ICC's usage of the service is measured by or on behalf of the ICC or the Telephone Company.

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Message

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See "Customer Message".

Milliwatt (102 Type) Test Line

An arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Telephone Company end office.

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Net Salvage

The estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, or otherwise disposing of the

(L) Previously shown on Original Sheet 67.1
Pursuant to Order No. 7 in Docket R-97-5 and R-97-6

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage value may be negative.

Network Access Fee (NAF)

(N)

See Section 4

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denomination, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonsynchronous Test Line

An arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

No-plus Dialing

A system of dialing where the calling party dials an interexchange call without dialing any prefix.

North American Numbering Plan

A three-digit area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-Hook

The active condition of Switched Access or a Telephone Exchange Service Line.

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

On-Hook

The idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

An arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction

The use of access service for the origination of calls from an End User Premises to an IC Premises.

Pay Telephone

Telephone Company instruments and related facilities that are available to the general public for public convenience and necessity, including public and semi-public telephones, and coinless telephones.

Permanent Virtual Connection (PVC)

The term "PVC" denotes a software defined communications path between two port connections within the Frame Relay Access Service network.

Point of Termination

The point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends, subject to Section 2.6, Access Network Change Notification. (D) (N)
(D) (N)

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.6 Definitions (Cont'd)****Premises**

A building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Presubscribed Carrier

The interexchange carrier selected by or assigned to an end user's access line through the presubscription process.

Presubscription

The process by which end users may select a primary interexchange carrier to handle toll calls for a particular access line on a no-plus, 0-plus, or 1-plus dialing basis. Depending upon availability, the end user may presubscribe to different ICs for interstate and intrastate calls.

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(L) Text relocated from Original Sheet No. 55.1.

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 By: Ruth A. Steele

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Remote Switching Modules and/or Remote Switching Systems

Small, remotely controlled electronic end office switches which obtain all or part of their call processing capability from a Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to an IC.

Registered Equipment

The customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the FCC's Rules and Regulations.

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Pursuant to Order No. 7 in Docket R-97-5 and R-97-6

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Shortage of Facilities or Equipment

A condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line

An arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of Originating and terminating SS7 trunk signaling messages.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling In the United States and Puerto Rico.

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(L) Text relocated to First Revised Sheet No. 57.1. Pursuant to Order No. 1 in Docket U-93-41

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By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

Signal Transfer Point (STP)

The term "Signal transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP Port)" denotes the point of termination and interconnection to the STP.

Special Access - See Section 7

Standard PVC

The term "Standard PVC" denotes the interconnection of ports on the same frame relay switch.

(N)
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(N)

Switched Access - See Section 6

Synchronous Test Line

An arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Telecommunications Service Priority (TSP)

The Telecommunications Service Priority System replaces the previous Restoration Priority (RP) System and provides priority treatment for National Security Emergency Preparedness Services critical for maintaining a state of readiness or responding to and managing any event or crisis which causes or could cause harm to the population, damage to property or a threat to the security of the United States.

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(L) Text relocated from Original Sheet No. 57.2.

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Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Telephone Company

Telephone Company is a Local Exchange Carrier (See Local Exchange Carrier).

Terminating Direction

The use of Access Service for the completion of calls from an IC premises to an End User Premises.

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(L) Text relocated from First Revised Sheet No. 57.1

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Termination Liability

The amount which will be billed if services using specially constructed facilities are terminated prior to the expiration of the Termination Liability Period.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one direction per unit of time.

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(N)

Transmission Measuring (105 Type) Test Line

An arrangement in an end office which provides far-end access to a recorder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

An electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Trunk Side Connection

The connection of a transmission path to the trunk side of a local exchange switching system. This type of connection is used when providing FGB, FGC, or FGD Switched Access Service.

Two-Wire to Four-Wire Conversion

An arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

Uniform Service Order Code (USOC)

A three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

Unmeasured Intrastate Interexchange Communications Service

Any intrastate interexchange communications service provided by an ICC in which the ICC's usage of the service is not measured.

(L)

V and H Coordinates Method

A method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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Voice Equivalent Band

One voice band or the equivalent amount of information. The voice information may be encoded for transport using either analog or digital techniques.

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(L) Text relocated from Original Sheet 67.3
Pursuant to Order No. 7 in Docket R-97-5 and R-97-6

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

WATS Serving Office

The term WATS Serving Office (WSO) denotes a Telephone Company-designated serving wire center where switching and/or screening and/or recording functions are performed for WATS/800 or WATS-type services.

Wire Center

A building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

Wholesale Intrastate Interexchange Communications Service

(L)

Any intrastate interexchange communications service that is offered by an ICC, under tariff or contract, exclusively to other ICCs.

Wholesale Minutes of Use

The minutes of use associated with Wholesale Intrastate Interexchange Communications Services. Wholesale minutes of use encompasses both minutes purchased by an ICC from another ICC and minutes sold by an ICC to another ICC. (L)

Wholesale Provider

A certificated intrastate interexchange carrier that has an approved and published tariff for providing wholesale service to other intrastate carriers.

Wholesale User

A certificated intrastate interexchange carrier that uses the transport facilities of another intrastate carrier to access the Telephone Company's facilities.

Pursuant to Order No. 7 in Docket R-97-5 and R-97-6
(L) Text relocated from Original Sheet No. 67.3

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

0-Plus Dialing

A method of dialing for an operator-assisted call where the calling party dials "0" plus the phone number, an operator comes on the line, and the caller states the type of call being attempted. This dialing pattern is used for collect, credit-card, person-to-person, and third-party billed calls.

(L)

1-PIC Dialing

End user access to the same presubscribed carrier for both interstate and intrastate calling.

1-Plus Dialing

A system of dialing where the calling party dials the prefix "1" prior to the telephone number for an interexchange call.

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2-PIC Dialing

A system of dialing where the end user may select, for each access line, an intrastate interexchange carrier that is different from the end user's presubscribed interstate interexchange carrier.

(L) Text relocated from First Revised Sheet No. 59.1
Pursuant to Docket U-91-82, Order No. 1

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By: W. D. Pyron

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General regulations (Cont'd)

2.7 Audit Provisions

Upon 30 days written notice (or such shorter period as the parties may mutually agree upon), the AECA, the Telephone Company or the customer, or their authorized representatives, shall have the right to examine and audit each other, during normal business hours and at reasonable intervals, as determined by the party undergoing the audit, all such records and accounts in possession of the other, which contain information bearing upon the determination of the amounts payable to either the AECA or the Telephone Company by the customer or amounts payable to the customer by the AECA or the Telephone Company. The maximum period any such audit shall encompass is 24 months, or the period from the most recent audit, whichever is less.

No claim or demand with respect to any audit may be made by the AECA, the Telephone Company or the customer more than two years after the date of the event which gave rise to the claim or demand, except as provided for in 2.4.1(B)(2)(d) or (e) preceding.

The AECA, the Telephone Company, and each Customer which receives funds from or makes payment to the AECA or the Telephone Company shall keep and maintain detailed records of all payments to and receipts from the AECA so as to permit an accounting by any affected party or by the APUC.

Record retention for all matters applicable to the audits and reviews will be as required by law, and/or regulatory requirements; the retention will be in conformance with the practices established by the AECA, subject to the direction of APUC.

2.8 Dispute Resolution

A. Who May Initiate a Dispute

The AECA, the Telephone Company, and any customer which participates in a service provided under a tariff administered by the AECA, may initiate a dispute under the following dispute resolution procedure.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

Effective: January 1, 1991

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By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General regulations (Cont'd)**2.8 Dispute Resolution (Cont'd)****B. Jurisdictional Limitation****1. Disputes Beyond Scope of This Procedure**

The following issues are beyond the scope of this procedure and may not be presented to the AECA for resolution:

- a. The rates for services set forth in the AECA tariff;
- b. The ratios and factors as determined or developed by the APUC (including rate of return factors) whereby revenues are distributed among AECA member companies, provided that any recipient of revenues distributed by the AECA may raise as a dispute the computation of the amounts distributed to it;
- c. Any matter that involves resolving the accuracy of data provided by the IC relating to the determination of an IC's market share except that AECA will, if asked, call an IC or an LEC to make an initial inquiry about the accuracy of the data submitted.
- d. Any matter exclusively reserved to the Alaska Public Utilities Commission by statute, administrative regulation or tariff provisions.

2. Disputes Within Scope Of This Procedure

Any matter not beyond the scope of this procedure may be submitted to the AECA under this procedure.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

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 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.8 Dispute Resolution (Cont'd)****C. Initiation of Disputes**

Any aggrieved entity (hereafter "Disputant") may initiate a dispute by serving on the Executive Director a written statement setting forth the nature of the dispute and the specific relief requested. In the event the dispute involves an entity other than or in addition to the AECA itself, the Disputant shall simultaneously serve a copy of the written statement on all other affected entities. The Executive Director shall distribute appropriate copies of the dispute statement to the AECA Board of Directors or committee established by the Board.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

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 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)**2.8 Dispute Resolution (Cont'd)****D. Investigation of Dispute**

The Executive Director shall conduct such investigation into the dispute as he deems reasonable and appropriate. The investigation may be conducted informally, and shall be directed to a fair and expeditious resolution of any legitimate dispute

E. Resolution of Dispute by Executive Director

1. Any dispute not requiring a formal decision or concurrence of the AECA Board of Directors shall be resolved by the Executive Director. The Executive Director shall render a written determination within 30 days of the submission date of the dispute. In the event the Executive Director fails to render a written decision within this 30 day period, the dispute shall be deemed to have been denied.
2. If the dispute requires the formal decision or concurrence of the AECA Board of Directors, the Executive Director shall place the matter on the agenda of the next regular or special meeting of the AECA Board which occurs not less than 30 days after the dispute. The Disputant may, and the Executive Director shall appear at that Board Meeting. Subject to such reasonable limitations as the Board may prescribe, the Disputant may make a presentation to the Board. The Executive Director shall report to the Board the finds of his investigation and may advance a recommended decision. If within 30 days thereafter the Board fails to take affirmative action on the dispute, the dispute shall be deemed to have been denied. No Board member who has a direct interest in the subject of the dispute or who is an officer, employee or agent of the Disputant may participate in the Board's determination.

Pursuant to Orders No. 6 & 7 in Docket U-90-26

Tariff Advice No. 1

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 By: Steve Hamlen

Title: President

TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations (Cont'd)

F. Right to File Complaint With The Commission

Nothing in this dispute resolution procedure shall deprive the Disputant of its right to file a complaint with the Alaska Public Utilities Commission, either in the first instance, or as an appeal from a resolution entered as a result of the procedures set forth in the AECA tariff.

Reserved For Future Use

Pursuant to Orders No. 6 & 7 in Docket U-90-26

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations

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TELEPHONE EXCHANGE CARRIERS OF ALASKA

ACCESS SERVICES

2. General Regulations

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Pursuant to Orders No. 6 & 7 in Docket U-90-26

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