

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

TARIFF NO. 1
OF

CHUGACH ELECTRIC ASSOCIATION, INC.

FOR THE PROVISION OF
INTRASTATE INTEREXCHANGE
CHANNEL CAPACITY SERVICE

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, Alaska 99518

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical

INDEX

<u>Subject</u>	<u>Sheet</u>
Preliminary Statement.....	4
Maps of Microwave Sites	5
Location of Tariff.....	6
Part 1- Definition of Terms.....	7
Part 2- General Rules and Regulations	11
A. Application.....	11
B. Explanation of Symbols	11
C. Directory of Sites	12
D. Undertaking of the Company	12
1. Scope.....	12
2. Transmission Medium.....	13
3. Provision and Limitation of Channel Capacity Service.....	13
4. Engineering, Installation and Maintenance.....	13
5. Transmission of Signals	14
6. Use	14
7. Resale.....	15
8. Shared Use	15
E. Liability	15
F. Obligations of the Customer	18
G. Payments and Charges	20
1. General.....	20
2. Application of Charges	20
3. Payment of Charges... ..	20
4. Disputed Bills.....	21
5. Notice of Discontinuance.....	21
6. Deposits.....	21
7. Credit for Service Interruptions	23
8. Service Interruption Measurement.....	24
9. Termination or Denial of Service by Company	25

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

R.C.A. Tariff No.571
Sheet 3, 2nd Revision
Canceling Sheet 3, 1st Revision

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical

INDEX (Continued)

<u>Subject</u>	<u>Sheet</u>
10. Acceleration Clause	25
11. Termination Clause	26
H. Special Service	26
I. Special Pricing Arrangements	27
J. Special Construction.....	27
K. Inspection, Testing and Adjustments	27
Part 3 – Channel Capacity Services	28
A. DS1 Service.....	28
1. General	28
2. Regulations	28
3. Rates and Charges (one DS1)	29
B. DS3 Service.....	30
1. General	30
2. Regulations	30
3. Rates and Charges (one DS3)	31
Part 4 – Listing of Special Contracts.....	32
Part 5 – Regulatory Cost Charge.....	33

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

PRELIMINARY STATEMENT

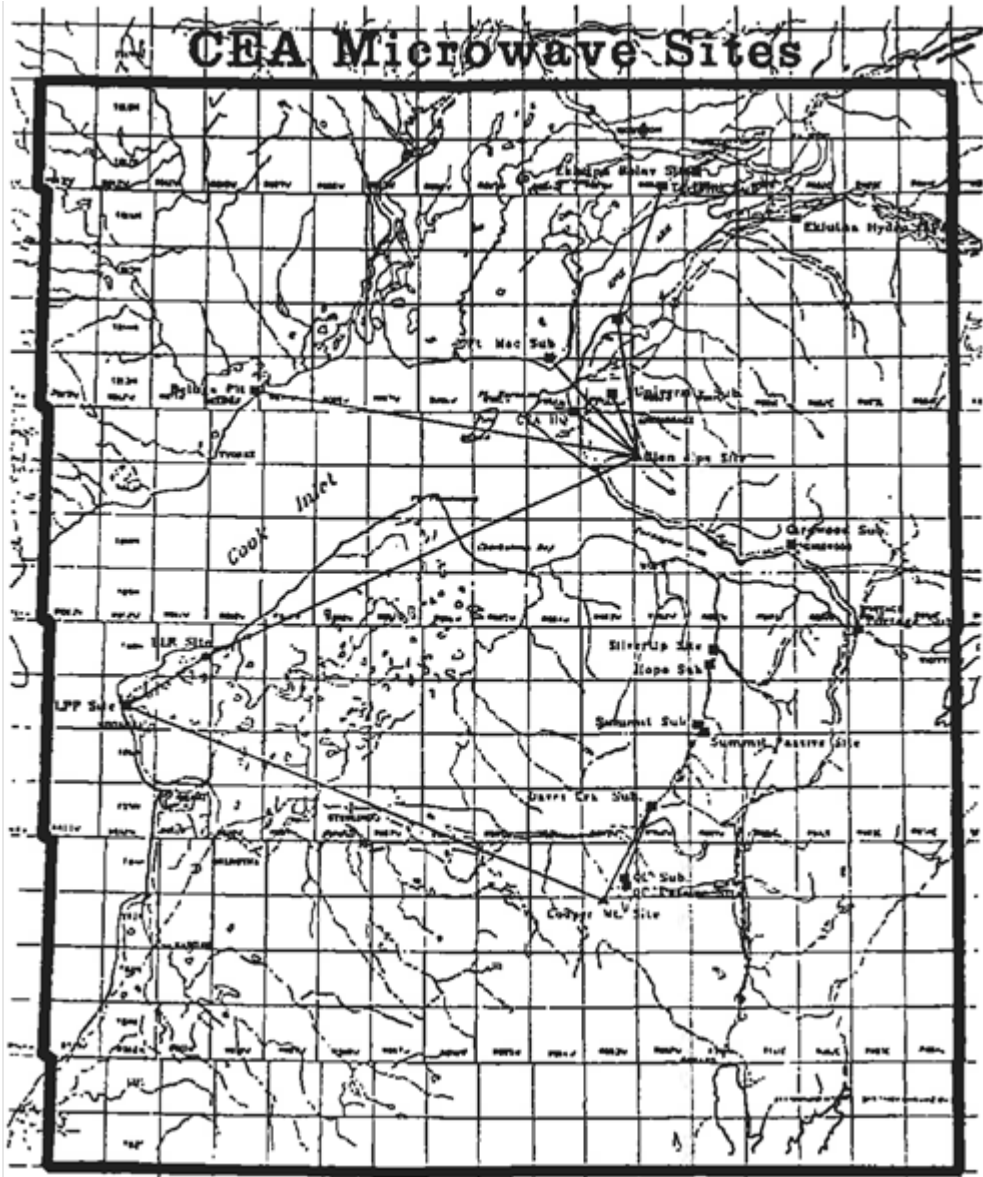
This Tariff is submitted to provide a standardized schedule of Chugach's rules, regulations, and telecommunications services. Monthly rates for DS1 Service and DS3 Service are set forth in Part 3 of this Tariff and are applicable to both Retail and Wholesale Service. In appropriate circumstances, however, rates for these Services will be established by special contract submitted for separate review and approval by the Commission on a case-by-case basis.

Chapter 42.05 of the Alaska Public Utilities Regulatory Act, Sections 3 AAC 48.200 through 3 AAC 48.420 of the Alaska Administrative Code, and rules, regulations and orders of the Regulatory Commission of Alaska now in effect or hereafter issued are hereby incorporated by reference as a part of this Tariff.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
-Font and Format May Vary – Content is Identical



The Service Territory includes an area bounded on the south by and including Township 2 South (T2S), on the north by and including Township 18 North (T18N), on the west by and including Range 13 West (R13W) and on the east by and including Range 4 East (R4E), all Seward Meridian, Alaska.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

LOCATION OF TARIFF

Pursuant to 3 AAC 48.370(27), Chugach's Tariff is available for inspection and review during regular business hours at the following location:

Chugach Electric Association, Inc.
5601 Electron Drive
Anchorage, Alaska 99518

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

PART 1

DEFINITION OF TERMS

Access Connection: The term "Access Connection" refers to the point at which the Customer accesses the Communication System.

Authorized User: The term "Authorized User" refers to a person or an entity that the Customer has allowed to use the Channel Capacity Services obtained from Chugach.

Bandwidth: The term "Bandwidth" refers to voice or data Service capacity.

Channel: The term "Channel" represents the communication capacity required to support a voice or data circuit.

Channel Capacity Service: "Channel Capacity Service" or "Service" is the commodity described in this Tariff. "Service", as used in this Tariff, is the delivery of DS1 and/or DS3 Bandwidth to a Customer.

Chugach: The term "Chugach" denotes Chugach Electric Association, Inc. in its capacity as a certificated provider of intrastate interexchange telecommunications services.

Communication System: The term "Communications System" means Channels, Bandwidth, and other infrastructure that supports communications between terminal equipment provided by Chugach or by others.

Customer: "Customer" means the person, firm, or corporation which orders service and is responsible for the payment of charges and compliance with Chugach's regulations.

Disconnection: "Disconnection" means a complete blocking from the network.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

DEFINITION OF TERMS (Continued)

DS1: The term "DS1" is used to describe high speed, digital service transfer rates. A DS1 is equivalent to twenty-four (24) digital channels (DS0's), and has the carrying capacity of 1.54 megabits per second (1.544 Mbps).

DS3: The term "DS3" is used to describe high speed, digital service transfer rates. A DS3 is equivalent to twenty-eight (28) DS1's, and has the carrying capacity of approximately forty-five (45) megabits per second (45 Mbps).

Gbps (Gigabits per second): "Gbps" means a bit rate expressed in billions of bits per second

Hertz: "Hertz" means a frequency unit equivalent to one cycle per second. The term Hertz is often abbreviated Hz.

Kbps (Kilobits per second): "Kbps" means a bit rate expressed in thousands of bits per second.

Mbps (Megabits per second): "Mbps" means a bit rate expressed in millions of bits per second.

OCx: The term "OCx" describes high speed, digital communication rates. An OC1's carrying capacity is equivalent to a DS3. An OC1 has the carrying capacity of approximately 54 megabits per second (54 Mbps). The difference between a DS3 and OC1's bandwidth is that the latter is used to create more efficient data packets, encryption, error checking, and data recovery.

Point of Connection: The term "Point of Connection" refers to the point at which the Customer accesses Chugach's Communication System.

Primary Paths: The term "Primary Paths" refers to the ten paths between and among the following Sites: Glen Alps, Headquarters, North Kenai Road, Nikiski and Cooper Mountain.

Retail Service: The term "Retail Service" refers to Service provided directly to a Customer's Site, where the Customer is not another telecommunications company. "Retail Service" may also refer to delivery of Service to a Customer Site via local exchange carrier where access charges rather than tariffed rates are used to price any component of the circuit.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

DEFINITION OF TERMS (Continued)

Secondary Paths: The term “Secondary Paths” refers to the four paths between the following Sites: Glen Alps and University, Glen Alps and Tyonek, Glen Alps and Point Mackenzie, and Cooper Mountain and Cooper Landing.

Service: See “Channel Capacity Service”. “Service”, as used in this Tariff, is the delivery of DS1 and/or DS3 Bandwidth to a Customer.

Service Adapter: “Service Adapter” means a device or equipment, which allow a Customer to access electrical and/ or digital communications.

Service Point: “Service Point” means a place at which a Customer’s site is located, or a place where traffic is routed at the request of a Customer.

Site: The term “Site”, as used in connection with the term Channel Capacity Service, means a point where Bandwidth is provided. A Site may refer to either a Chugach or Customer location.

Special Construction: The term “Special Construction” refers to a situation in which Chugach undertakes to construct facilities at the request of a Customer in order to provide Service to that Customer.

Special Pricing Arrangements: The term “Special Pricing Arrangements” refers to a situation in which Chugach creates a customized service package and/or a unique competitive arrangement at a negotiated rate on an individual case basis in response to a request by a Customer for proposals or for competitive bids.

Special Service: The term “Special Service” refers to any Bandwidth requested by a Customer and provided by Chugach for which there is no prescribed rate in this Tariff.

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical

DEFINITION OF TERMS (Continued)

Termination: The term “Termination” denotes the discontinuance, either at the request of the Customer or by Chugach under its regulations concerning cancellation for cause, of Service or facilities provided by Chugach.

Wholesale Service: The term “Wholesale Service” refers to delivery of Service to another telecommunications company. “Wholesale Service” may also refer to delivery of Service to a Customer via a local exchange carrier’s tariffed rates.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

PART 2

GENERAL RULES AND REGULATIONS

A. Application

The rules and regulations specified herein apply to the intrastate inter-exchange Channel Capacity Services between points within Alaska which are furnished by Chugach. Failure on the part of the Customer to observe these rules and regulations of Chugach, after due notice of such failure, automatically gives Chugach the right to discontinue the provision of service.

B. Explanation of Symbols

- C denotes a changed condition or regulation.
- D denotes a discontinued rate, regulation or condition.
- I denotes an increased rate or treatment resulting in increased rates.
- L denotes material has been relocated from one sheet to another with no change in text, rate rule or condition.
- N denotes a new rate, regulation, condition or sheet.
- R denotes a reduced rate or new treatment resulting in reduced rates.
- S denotes reissued material.
- T denotes a change in text for clarification.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical

GENERAL RULES AND REGULATIONS (Continued)

C. Directory of Sites:

The listing of points in Alaska, arranged alphabetically, reflects the general areas from which Channel Capacity Services are available. Line-of-site studies may be required on a case-by-case basis to determine service availability.

Generation and Transmission Terminology

Site Terminology

1. Beluga Power Plant (BPP)	Tyonek
2. Bernice Lake Repeater (BLRS)	North Kenai Road
3. Bernice Lake Power Plant (BLPP)	Nikiski
4. Cooper Mountain (CM)	Cooper Mountain
5. Glen Alps (GA)	Glen Alps
6. Chugach Corporate Headquarters (HQ)	Headquarters
7. Point MacKenzie Sub-station (PTM)	Point MacKenzie
8. The "Maze"	Cooper Landing
9. University Sub-station	University

D. Undertaking of the Company

1. Scope

Channel Capacity Service is furnished for the transmission of digital communications. Chugach does not undertake to transmit messages; however, the Channel Capacity Services it furnishes are suitable for that purpose when used with other approved equipment, service adapters or other compatible systems.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

D. Undertaking of the Company (Continued)

2. Transmission Medium

Chugach selects and/or arranges digital Bandwidth used to provide Channel Capacity Service. Any suitable technology or combination of technologies may be used.

3. Provision and Limitation of Channel Capacity Service

- a. Channel Capacity Services are offered under this Tariff subject to the availability of Bandwidth and equipment.
- b. Line-of-site studies may be required on a case-by- case basis to determine Channel Capacity Service availability.
- c. Channel Capacity Services may be limited in order to comply with orders issued under the wartime authority of the President of the United States.
- d. The use and restoration of Channel Capacity Services during emergency conditions shall be in accordance with Part 64, Sub-part D, of the Federal Communication's Rules and Regulation, which specifies the priority system for such services, subject to the requirements in order to provide restorations of public communications facilities.

4. Engineering, Installation, and Maintenance

Chugach fully supports the Channel Capacity Services provided under this Tariff through engineering, installation and maintenance efforts. Chugach will assure that the Channel Capacity Services function properly within specified transmission and signaling parameters.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

D. Undertaking of the Company (Continued)

5. Transmission of Signals

Chugach will have point-to-point responsibility for the Channel Capacity Services it provides in accordance with appropriate industry standards, and will use all reasonable efforts to coordinate with other carriers for trouble shooting and maintenance.

6. Use

a. A Channel Capacity Service may be used only for one or more of the following purposes.

(i) For the transmission of communications to or from the Customer and relating directly to the Customer's business.

(ii) For the transmission of digital communications to or from a Site or a service furnished to a department or agency of the United States government when the head of the department or agency, or the Customer's duly authorized representative, notifies Chugach in writing that the use is intended only for official use.

(iii) For use by the Customer and for resale to others subject to applicable law.

b. Channel Capacity Service shall not be used for an unlawful purpose.

c. Channel Capacity Service is furnished subject to the condition that there will be no abuse or fraudulent use of the services as defined in this tariff.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

D. Undertaking of the Company (Continued)

7. Resale

When Channel Capacity Service is resold, the Customer may advise its Authorized User that a portion of its service is provided by Chugach. However, the Customer shall not represent that Chugach jointly participates with the Customer in the provision of the Customer's services.

8. Shared Use

Channel Capacity Service is not available for shared use.

E. Liability

Chugach will make a good faith effort to provide the Service offered in this Tariff. However, due to the unavailability of errors incident to the Service and to the use of such facilities of Chugach, the Service and facilities furnished by Chugach are subject to the terms, conditions and limitations specified below:

1. With respect to any claim or suit, by the Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of the Service, and subject to further provision of this clause, Chugach's liability, if any, shall not exceed an amount equal to the proportionate charge provided for under its Tariff for the Service for the period during which the Service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to the Customer under the Tariff as a credit allowance for interruptions.
2. Chugach is not liable for any action or omission of any other carrier providing a portion of Service, nor shall Chugach for its own act or omission hold liable any other carrier providing a portion of the Service.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical

GENERAL RULES AND REGULATIONS (Continued)

E. Liability (Continued)

3. Chugach is not liable for any act or omission of any other Company or companies furnishing a portion of the Channel Capacity Service.
4. Chugach is not liable for any defacement of or damage to the premises of a Customer (or Authorized User) resulting from the furnishings of Bandwidth and/or facilities or the attachment of the apparatus and associated materials or equipment furnished by Chugach on such premises or the installation or removal thereof.
5. No license under patents (other than the limited license to use) is granted by Chugach or shall be implied or arise by estoppel, with respect to any Service offered Under this Tariff. Chugach will defend the Customer against claims of patent infringement arising solely from the use by the Customer of Service offered under this Tariff and will indemnify such Customer for any damages awarded solely on such claims.
6. Chugach does not have any legal duty owed to any Authorized User or any other User, including without limitation, any legal duty to maintain continuity of Service to other parties or customers. Nothing in the forgoing sentence shall limit the rights afforded Chugach or Customer under this Tariff.
7. Chugach agrees to use its best efforts to obtain and maintain in full force and effect adequate insurance with responsible insurers as may be required by law and consistent with prudent business practices.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

E. Liability (Continued)

8. Chugach's failure to provide or maintain Channel Capacity Service under this Tariff shall be excused, subject to the Credit Allowances for Interruptions section of this Tariff as provided herein. In the event that Chugach by reason of an uncontrollable force, is rendered unable, wholly or in part, to perform its obligations under this Tariff (other than its obligations to pay money), its obligation to perform shall be suspended or correspondingly reduced during the continuance of any inability so caused, but in no greater amount than required by the uncontrollable force and for no longer period. The effects of such cause shall, so far as possible, be remedied with all reasonable speed. The Customer shall not be responsible for its delay in performance under this Tariff during delays caused by an uncontrollable force. Customer shall be responsible for meeting its own needs for Service either from its own resources or from other purchases when Service from Chugach is unavailable by reason of an uncontrollable force.

Uncontrollable force shall be any cause beyond the control of a party hereto and which by the exercise of due diligence that party is unable to prevent or overcome, including but not limited to an act of God, fire, flood, volcano, earthquake, explosion, sabotage, an act of the public enemy, civil or military authority, including court orders, injunctions and orders of governmental agencies of competent jurisdiction, insurrection or riot, an act of the elements, failure of equipment or the inability to obtain or ship equipment or materials because of the effect of similar causes on carriers or shippers. Strikes, lockouts, and other labor disturbances shall be considered uncontrollable forces, and nothing in this Tariff shall require either party to settle a labor dispute against its best judgment; provided that during any labor dispute all parties shall make all reasonable efforts under the circumstances, including, to the extent permitted by law, the use of replacement personnel and/or management personnel and/or other personnel under the provisions of a mutual aid agreement, to ensure, if possible, the continued ability of the parties to provide Services under this Tariff.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

F. Obligations of the Customer

1. Customer assumes general responsibilities in connection with the provisions and use of Chugach's Service. When facilities, equipment, and/or systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in this Tariff.
2. The Customer is responsible for the payment of all charges for any and all Service or facilities provided by Chugach to the Customer.
3. Customer shall indemnify, defend and hold Chugach harmless against all claims, losses or damages arising from the use of the Service furnished pursuant to the Tariff, involving (i.) claims for libel, slander, invasions of privacy, or infringement of copyright arising from any communication(ii.) claims for patent infringement arising from combining or using the Service furnished by Chugach in connection with facilities or equipment furnished by others; (iii.) all other claims arising out of any act or omission of others relating to the Service provided pursuant to the Tariff.
4. The Customer shall reimburse Chugach for damages to Chugach's facilities caused by any negligence or willful act or acts on the part of the Customer as may be determined by a court having jurisdiction over the parties. After receipt of payment for the damages, Chugach will cooperate with the Customer in prosecuting a claim against any third party causing the damage.
5. The Customer shall pay and hold Chugach harmless from the payment of all charges for service ordered by the Customer from other entities for telecommunications services and/or facilities connecting the Customer and Chugach.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

F. Obligations of the Customer (Continued)

6. In the event a suit is brought by Chugach, or an attorney is retained by Chugach to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, and expenses incurred by Chugach in connection therewith.
7. The Customer understands that Service is furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such prohibited activity includes, but is not limited to:
 - a. Using the Service for any purpose which is in violation of any law.
 - b. Obtaining or attempting to obtain Service through any scheme, false representation, and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Service or assisting any other person or firm in such regard.
 - c. Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of Chugach or assisting any other persons or firm in such regard.
 - d. Using the Service in a manner that interferes unreasonably with the use of Service by one or more other Customers.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

F. Obligations of the Customer (Continued)

- e. Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.
8. The Customer, not Chugach, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68 (relating to connection of terminal equipment to the telephone network), and for all maintenance of such equipment and/or facilities unless the Customer and the Company otherwise agree.

G. Payments and Charges

1. General

The Charge for a Channel Capacity Service is a monthly charge to be paid over the specified Contract term.

2. Application of Charges

- a. The Charge billed is based on the rates that are in effect in this Tariff during the period the Channel Capacity Service is furnished.

Rates remain in effect for the contract term. If the contract is renewed, rates are re-evaluated after the term end-date.

3. Payment of Charges

The customer is responsible for payment of all charges for the term of Service.

Payment of bills for Channel Capacity Service shall be made by mail or to a duly authorized collector of Chugach. All charges are payable in lawful money of the United States, only.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

G. Payments and Charges (Continued)

4. Disputed Bills

In the event of a dispute involving a Customer's bill, pending an investigation by Chugach, the Customer's Service shall not be disconnected for non-payment of that portion of the bill under dispute. If Chugach determines, following such an investigation, that based on substantiating information Service has been provided to the Customer and the dispute remains unresolved, Chugach then may disconnect the Service.

5. Notice of Discontinuance

Chugach requires notice when Channel Capacity Service is to be discontinued. Customer shall provide notice to Chugach of discontinuance of Channel Capacity Service in accordance with the required notice period and the application of charges, if any, are specified on a contract-by-contract basis.

When a Customer requests discontinuance of Channel Capacity Service, the Customer must pay the charges for the minimum service period plus termination fees even if the Customer discontinues its use of the Service.

6. Deposits

a. General

Chugach may, in order to protect its interests, require a Customer to make a suitable deposit, supply credit references acceptable to Chugach, or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of payment of charges. Chugach shall have the right to require the Customer to make a deposit prior to or at any time after provision of Service begins.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

G. Payments and Charges (Continued)

6. Deposits (Continued)

Any deposits as referred to in this Section shall be held by Chugach to secure the payment of the Customer's bill. At Chugach's option, the deposit may be refunded or credited to the Customer at any time period prior to the termination of Service.

The fact that a deposit is made does not relieve the Customer from complying with Chugach's regulations for the payment of bills in accordance with the terms herein.

b. Interest Paid on Deposit

Interest on Customer deposits in excess of \$100 will be paid at the legal rate at the time the deposit is refunded. If the deposit is placed in an interest bearing account, Chugach will pay the interest rate of the interest bearing account. No refunds under \$1.00 will be made unless requested by the Customer.

c. Return of Deposit

Upon termination of Service, the deposit will be credited to the Customer's account and any balance will be refunded after all amounts due Chugach have been paid.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

G. Payments and Charges (Continued)

7. Credit for Service Interruptions

- a. Credit for failure of Bandwidth or equipment will be allowed only when failure is caused by, or occurs in, Chugach's facilities or equipment provided and billed for by Chugach or for such period where Bandwidth is interrupted by Chugach for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- b. Credit for failure of Bandwidth or equipment starts when the Customer notifies Chugach of the failure and ceases when the operation has been restored and Chugach has made an attempt to notify the Customer.
- c. The Customer shall notify Chugach of failures of Bandwidth or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer-provided equipment or Customer-provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- d. Only those portions of the Bandwidth or equipment operation disabled will be credited. Service is considered to be interrupted when there has been a loss of continuity for 300 seconds or more.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

G. Payments and Charges (Continued)

8. Service Interruption Measurement

- a. In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, Chugach shall make a credit at the Customer's request for the Service interruption to the end of the Customer's agreed upon term of Service. That is, in the event of a Service interruption for two (2) twenty-four (24) hour periods, the Customer shall receive Service for two (2) additional twenty-four (24) hour periods past the end of the agreed upon term of Service with Chugach, at no additional charge.
- b. A period of time less than twenty-four (24) hours shall not be credited, but an additional period of twenty-four (24) hours or any fraction thereof, shall be considered an additional day. In no case shall the credit exceed the total charges. No adjustments will be made for accumulated periods of non-continuous interruptions, and no other liability shall attach to Chugach in consideration of such interruption to Bandwidth.
- c. A credit will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or Bandwidth not provided by Chugach.

9. Termination or Denial of Service by Company

Chugach may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Bandwidth to any Customer in the event such Customer or its agent:

- a. Willfully damages Chugach equipment or interferes with use of Chugach's Bandwidth by other customers of Chugach: or

TELECOMMUNICATIONS

R.C.A. Tariff No. 571
Sheet 25, Original

Chugach Electric Association, Inc.

ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical

GENERAL RULES AND REGULATIONS(Continued)

G. Payments and Charges (continued)

9. Termination or Denial of Service by Company

- b. Unreasonably places capacity demands upon Chugach's facilities or Bandwidth; or
- c. Violates any statute or provision of law, or any rule or regulation of any state or federal regulatory to communications; or
- d. Otherwise fails to comply with the provisions of this Tariff or applicable law; or
- e. Becomes insolvent, is the subject of any formal legal proceeding commenced in court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors.

10. Acceleration Clause

If the Customer breaches any of its obligations set out in this Tariff or in any special contract between the Customer and Chugach, including defaulting in the payment of any installment when due, the balance of the payment due for the entire term of Service agreed to by the Customer and Chugach shall, at the option of Chugach, be considered at once due and payable.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

G. Payments and Charges (Continued)

11. Termination Clause

If the Customer terminates Chugach's Service prior to the end of the term of Service agreed to by the customer and Chugach, the Customer shall still be responsible for paying the balance due for the entire term of Service except as otherwise specifically provided in a separate Special Contract.

H. Special Service

1. General

For the purpose of this Tariff, a Special Service is deemed to be any Bandwidth requested by a Customer and provided by Chugach for which there is no prescribed rate in this Tariff. Special Service charges will be developed on an individual case basis and may be established by special contract or by individual case basis rates which, in either case, will be filed with the Alaska Public Utilities Commission in accordance with applicable rules and regulations.

2. When Applicable

Special Service rates apply in the following circumstances:

- a. at the request of a Customer, Chugach obtains facilities not normally used by Chugach to provide Service; or
- b. at the request of the Customer, Chugach provides technical assistance not normally required to provide Service.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

GENERAL RULES AND REGULATIONS (Continued)

I. Special Pricing Arrangements

Customized Service packages and competitive arrangements at negotiated rates may be furnished on an individual case basis in response to requests by a Customer for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to a Customer pursuant to special contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Special rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Special contracts, containing Special Pricing Arrangements which vary from the rates, terms and conditions in this Tariff, shall be filed with the Regulatory Commission of Alaska for approval in accordance with the Commission's applicable rules and/or regulations.

J. Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from a Service does not warrant Chugach's incurring the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient to warrant the construction, depending upon the circumstances in each case. Chugach's charges for Special Construction shall follow the same guidelines as apply to establishing charges for Special Services.

K. Inspection, Testing and Adjustments

1. Chugach may, upon reasonable notice, make such tests and inspection as may be necessary to investigate the installation, operation or maintenance of the Customer's or its own equipment or connecting facilities. Chugach may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities connections.
2. Upon reasonable notice, the facilities and equipment provided by Chugach shall be made available to Chugach for such tests and adjustments as may be necessary for its maintenance and a condition satisfactory to Chugach. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

PART 3

CHANNEL CAPACITY SERVICES

A. DS1 Service

1. General

A DS1 Service provides for the transmission of 1 .544 Mbps digital signals.

a. Description

DS1 Service is configured by furnishing Bandwidth and is furnished on a two-point basis only. DS1 Service is available from any of Chugach's Points Of Connection.

b. Signals at the Access Connection

All bandwidth generated by local Channels or other access and presented to the Access Connection at a Chugach Point Of Connection must meet specific signal and format constraints. Additional details are available from Chugach.

2. Regulations

a. Credit for Service Interruptions

Credit will be determined in accordance with the regulation in Credits for Service Interruptions, preceding.

DSI Service is considered to be interrupted when there has been a loss of continuity for 300 or more seconds.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
 - Font and Format May Vary – Content is Identical**

CHANNEL CAPACITY SERVICES

3. Rates and Charges (One DS1)

The following monthly rates apply to both Wholesale and Retail Service. Retail Service rates will be augmented to pass through local exchange carrier access charges on a dollar-for-dollar basis. Service request for periods of less than twenty-four (24) months will incur start-up charges of \$998.00 per DS1.

a.	<u>Primary Path</u>	<u>Monthly Rate</u>
	Headquarters- Glen Alps	\$ 469
	Headquarters- North Kenai Road	\$1,997
	Headquarters- Nikiski	\$2,307
	Headquarters- Cooper Mountain	\$3,397
	Headquarters- Teeland	\$1,375
	Glen Alps- North Kenai Road	\$1,713
	Glen Alps- Nikiski	\$2,023
	Glen Alps- Cooper Mountain	\$3,113
	North Kenai Road- Nikiski	\$ 595
	North Kenai Road- Cooper Mountain	\$1,685
	Nikiski- Cooper Mountain	\$1,375
b.	<u>Secondary Paths</u>	<u>Monthly Rate</u>
	Glen Alps- University	\$ 469
	Glen Alps- Tyonek	\$1,583
	Glen Alps- Point Mackenzie	\$1,085
	Cooper Mountain- Cooper Landing	\$ 595

TELECOMMUNICATIONS

Chugach Electric Association, Inc.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

CHANNEL CAPACITY SERVICES

B. DS3 Service

1. General

A DS3 Service provides for the transmission of 44.736 Mbps digital signals.

a. Description

DS3 Service is configured by furnishing Bandwidth and is furnished on a two-point basis only. DS3 Service is available from Chugach's Points Of Connection.

b. Signals at the Access Connection

All bandwidth generated by local Channels or other access and presented to the Access Connection at a Chugach Point Of Connection must meet specific signal and format constraints. Additional details are available from Chugach.

2. Regulations

a. Credit for Service Interruptions

Credit will be determined in accordance with the regulation in Credit for Service Interruptions, preceding.

DS3 Service is considered to be interrupted when there has been a loss of continuity for 300 or more seconds.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

3. Rates and Charges (One DS3)

The following monthly rates apply to both Wholesale and Retail Service. Retail Service rates will be augmented to pass through local exchange carrier access charges on a dollar-for-dollar basis. Service request for periods of less than twenty-four (24) months will incur start-up charges of \$12,500.00 per DS3.

a.	<u>Primary Path</u>	<u>Monthly Rate</u>
	Headquarters- Glen Alps	\$ 5,497
	Headquarters- North Kenai Road	\$23,894
	Headquarters- Nikiski	\$27,626
	Headquarters- Cooper Mountain	\$40,750
	Glen Alps- North Kenai Road	\$20,475
	Glen Alps- Nikiski	\$24,207
	Glen Alps- Cooper Mountain	\$37,331
	North Kenai Road- Nikiski	\$ 7,014
	North Kenai Road- Cooper Mountain	\$20,137
	Nikiski- Cooper Mountain	\$16,405
b.	<u>Secondary Paths</u>	<u>Monthly Rate</u>
	Glen Alps- University	\$ 8,648
	Glen Alps- Tyonek	\$29,547
	Glen Alps- Point Mackenzie	\$20,150
	Cooper Mountain- Cooper Landing	\$ 7,014

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

PART 4

SUMMARY OF SPECIAL CONTRACTS

In conformance with 3 AAC 48.370(26), the following list summarizes Chugach's Special Contracts relating to the sale and purchase of Telecommunications special services.

1. Federal Aviation Administration Equipment Space Lease, Power, and Maintenance Agreement between Chugach Electric Association, Inc. and the Federal Aviation Administration (Lease Number DTFAAL-05-L-00041); effective November 1, 2005 through September 30, 2020.
2. Circuit, Space and Power Lease Agreement between Chugach Electric Association, Inc. and The Alaska Wireless Network, LLC (formerly ACS Wireless, Inc.), Chugach Lease Agreement No. 06-17, Contract No. 101897, effective February 1, 2013 through January 31, 2018.
3. Circuit, Space and Power Lease Agreement between Chugach Electric Association, Inc. and The Alaska Wireless Network, LLC (formerly Alaska Digitel, LLC), Chugach Lease Agreement No. 06-18, Contract No. KEN-0179 / 3835, effective November 1, 2006 through November 1, 2011; extended to November 1, 2016.
4. Circuit, Space and Power Lease Agreement between Chugach Electric Association, Inc. and New Cingular Wireless PCS, LLC. Chugach Lease Agreement No. 09-25, Contract No. AN2462, effective April 1, 2013 through June 30, 2017.

**ELECTRONIC REPLICATION OF SHEET ON FILE WITH RCA
- Font and Format May Vary – Content is Identical**

PART 5

REGULATORY COST CHARGE

The Regulatory Cost Charge is a special surcharge applied to all regulated retail customer billings to pay the utility's share of the budget of the Commission.

Regulatory Cost Charge 2.707 % of adjusted gross regulated revenue