**ACCESS SERVICE**

## 17. EXPANDED INTERCONNECTION SERVICES

### 17.1 Service Description

**17.1.1** Expanded Interconnection Service (EIS) provides customers with the capability to collocate customer provided transmission, concentration, and multiplexing equipment at the Telephone Company premises. EIS customers may terminate basic fiber optic transmission facilities at the Telephone Company premises for connection to their equipment or may lease facilities from the Telephone Company.

EIS customers may lease transport from the Telephone Company to connect their collocation equipment in lieu of constructing their own facility to the Telephone Company premises.

EIS is not available to Enhanced Service Providers. Customer premises equipment, protocol conversion equipment or other types of customer equipment not required for basic transmission shall not be installed in Telephone Company wire centers or access tandems.

### 17.2 Provision of EIS

#### 17.2.1 General

(A) EIS will be provided as Physical EIS where transmission facilities of the customer interconnect with the facilities of the Telephone Company within the Telephone Company wire center or access tandem or a Virtual EIS where the interconnection with Telephone Company facilities occurs outside the wire center or access tandem in a manhole or other similar location.

(B) EIS arrangements# are available for Switched Access and DS0 (operating at 64 Kbps bandwidth), DS1 (1.544 Mbps) and DS3 (45 Mbps) Special Access transmission facilities and terminating equipment that terminate to Telephone Company wire center or access tandem facilities in or near Telephone Company buildings. The DS0 Cross Connect can accommodate 64Kbps DDS. The Cross Connect arrangement may be connected directly to Telephone Company provided 64Kbps DDS, /DS0, DS1 or DS3 services or to a Telephone Company provided 64 Kbps DDS, DS0, DS1 or DS3 multiplexing arrangement. The Cross Connect charge applies per DS0 (64Kbps), DS1, or DS3 connection. (D) (D) | (D)

(D) | | | | (D)

In addition to the Cross Connect arrangements described herein, Optical Facility Terminations are available as described in Section 19.2.

(D)

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.2 Provision of EIS** (Cont'd)

**17.2.1 General** (Cont'd)

(C) Rates for the Switched Access Cross Connect are listed in Section 6.6.34 and rates for the Special Access Cross Connect are found in Section 7.11.5. Rates for Special Access cross-connects for DSR Partial Ring Service are found in Section 20.2. Rates for Optical Facility Terminations are found in Section 19.2(E). (M)(x)

(D) EIS will be available for microwave transmission on a case by case basis where reasonably feasible. EIS is not available on non fiber optic facilities.

(E) Customer provided facilities and customer designated termination equipment are subject to the terms, conditions, and rates specified in this tariff.

Customer requests for space for terminating equipment other than within an access tandem or wire center will be handled on a case by case basis where technically feasible on a first-come, fist served basis. (M)(x)

(x) Certain material currently appearing on this page previously appeared on 5th Revised Page 17.1

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.2 Provision of EIS** (Cont'd)

**17.2.1 General** (Cont'd)

(F) The Telephone Company is not responsible for the design, engineering, or performance of the customer designated termination equipment and customer provided facilities for physical and virtual EIS. The Telephone Company is not responsible for testing and maintenance of physical EIS arrangements.

(G) The Telephone Company is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for Telephone Company use, to undertake construction of new wire centers or access tandems or to construct additions to existing wire centers or access tandems to satisfy a customer request.

**17.2.2 Responsibility of the Telephone Company**

(A) The Telephone Company will provide EIS, within the limitations of space and facilities.

(B) The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.2 Provision of EIS** (Cont'd)

**17.2.2 Responsibility of the Telephone Company** (Cont'd)

(C) The Telephone Company will establish points of contact for the customer to place a request for EIS. The point of contact will provide the customer with a packet of general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures and an Application Form.

(D) The Telephone Company will provide at least two separate points of entry to the wire center or access tandem where there are two entry points for the Telephone Company cable facilities, with the exception of situations where one entry of a two entry office is filled to capacity.

(E) The Telephone Company will not purchase customer designated termination equipment from a vendor for the customer's use. If the customer chooses, the Telephone Company will assist the customer in the purchase of termination equipment by establishing a contact point with GTE Supply.

(F) The Telephone Company will coordinate with the customer to ensure that services are installed in accordance with the service request. If the Telephone Company fails to install such equipment in accordance with the service request, the Telephone Company will correct the installation at its own expense.

(G) The Telephone Company will be held liable for the actions and inactions of its employees, vendors, or contractors having access to the customer's equipment and facilities.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.2.3 Rights of the Telephone Company**

(A) The Telephone Company retains ownership of wire center or access tandem floor space and equipment used to provide EIS.

(B) The Telephone Company reserves the right to refuse use of customer designated termination equipment which does not meet network reliability standards and fire and safety codes.

(C) The Telephone Company reserves the right, with five days prior notice, to access the partitioned space to perform periodic inspections to ensure compliance with Telephone Company installation, safety and security practices.

(D) The Telephone Company reserves the right, without prior notice, to access the partitioned space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the customer or the customer's equipment upon the operation of the Telephone Company's equipment, facilities and/or employees located outside the partitioned space. The Telephone Company will notify the customers as soon as possible when such an event has occurred.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.2 Provision of EIS** (Cont'd)

**17.2.3 Rights of the Telephone Company** (Cont'd)

(E) The Telephone Company reserves the right to remove and dispose of the customer's equipment on physical EIS arrangements if the customer fails to remove and dispose of the equipment within the 30-day period following discontinuance of service whether the discontinuance was ordered by the customer, or by the Telephone Company in accordance with this tariff. The customer will be charged the appropriate Additional Labor charges in Section 8.2 for the removal and disposal of such equipment.

(F) The Telephone Company reserves for itself and its successors and assignees, the right to utilize the wire center(s) and access tandem(s) space in such a manner as will best enable it to fulfill Telephone Company's service requirements.

(G) Telephone Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any cable space or conduit space in order to fulfill its obligation under Public Service law and its tariffs to provide telecommunication services to its end user customers. In such cases, the Telephone Company will reimburse the customer for reasonable direct costs and expenses in connection with such reclamation or migration to virtual collocation. The Telephone Company will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

**17.3 Obligations of the Customer**

**17.3.1 Responsibility of the Customer**

(A) The customer is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. The customer agrees to meet with the Telephone Company if requested by the Telephone Company, to review design and work plans for installation of the customer's designated equipment within the Telephone Company premises.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.1 Responsibility of the Customer** (Cont'd)

(B) The customer will be responsible for costs incurred by the Telephone Company for installation and maintenance of customer designated Virtual EIS termination equipment. Installation or maintenance will not begin until agreed to by the customer.

(C) In the event of a Telephone Company work stoppage, the customer's employees, contractors or agents will comply with the emergency operation procedures established by the Telephone Company. Such emergency procedures should not directly impact the customer's access to its premises, or ability to provide service.

(D) On the date of discontinuance of service of physical EIS arrangements, the customer will disconnect and remove its equipment from its partitioned space within 30 days.

(E) The customer will provide access to the partitioned space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environment safeguards. The Telephone Company will attempt to notify the customer in advance of any such emergency access. If advance notification is not possible the Telephone Company will provide notification of any such entry to the customer as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact the customer's facilities or equipment and its ability to provide service. The Telephone Company will restrict access to the customer's cage to persons necessary to handle such an emergency.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.1 Responsibility of the Customer** (Cont'd)

(F) The customer's employee, agent, or contractor with access to a Telephone Company wire center(s) or access tandem(s) shall adhere at all times to all applicable laws, regulations and ordinances and to rules of conduct established by the Telephone Company for the wire center or access tandem and the Telephone Company's employees, agents and contractors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide written notification 30 days in advance of such changes.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.1 Responsibility of the Customer** (Cont'd)

(G) The customer is responsible for payment of all charges as set forth in Section 2.4. Disputed bills will be subject to provisions in Section 2.4. Failure to make payment will result in disconnection of service in accordance with Section 2.1.8.

(H) The customer will be responsible to obtain appropriate insurance coverage, including but not limited to fire, theft and liability as described in 17.7.6, for physical EIS arrangements.

(I) The customer be will held liable for the actions and inactions of its employees, vendors, or contractors having access to Telephone Company wire center or access tandem equipment, manholes and facilities.

(J) The customer is responsible for the purchase and delivery of customer designated termination equipment to be installed in the Telephone Company wire center or access tandem. The customer must deliver all equipment specified on its Virtual EIS application to the designated wire center or access tandem. The Telephone Company will not accept equipment shipments without a packing list and labels or incomplete shipments. See packet of general information for EIS shipment and receiving guidelines.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.2 Claims and Demands for Damage**

In addition to the provisions in Section 2.3.8, the customer shall defend, indemnify and save harmless the Telephone Company from and against any and all suits, claims and demands by third persons caused by, arising out of or in any way related to the installation, maintenance, repair, replacement, presence, use or removal of the customer's equipment or by the proximity of such equipment to the equipment of other parties occupying space in the Telephone Company's wire center(s) or access tandem(s) or caused by, arising out of or in any way related to the customer's failure to comply with any of the terms of this tariff.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.3 Limitations**

(A) All customer facilities must terminate in the Telephone Company equipment.

(B) The customer shall not assign, sublease, rent or share with or without charge, partitioned space with another customer.

(C) Other than marking equipment for identification purposes, the customer shall not paint or affix any signs, posters, advertisements or notices on any portion of, or any equipment located in, the Telephone Company wire center(s) or access tandem(s).

(D) The customer shall not use cellular telephones within the wire center or access tandem locations. The customer may order local exchange business service to be installed within the customer's partitioned space.

**17.3.4 Mechanic's or Materialmen's Liens**

The customer shall not permit to be placed upon the wire center or access tandem or any of the Telephone Company's property any mechanic's or materialmen's liens caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the customer. In the case of the filing of any such lien, the customer shall immediately pay the lien in full.

If default in the payment continues for ten (10) days after written notice from the Telephone Company to the customer, the Telephone Company will have the right, at the Telephone Company's option, of paying the lien or any portion of the lien, without inquiry as to the validity of the lien, and the customer shall reimburse the Telephone Company for any amounts paid, including expenses and interest, within ten (10) days after delivery to the customer of an invoice. Failure to remit payment to the Telephone Company within ten (10) days will result in disconnection of service as set forth in Section 2.1.8.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.5 Confidentiality**

The customer shall hold in confidence all information of a competitive nature provided to the customer by the Telephone Company in connection with EIS or known to the customer as a result of the interconnection of the customer designated termination equipment to the Telephone Company's facilities. Similarly, the Telephone Company shall hold in confidence all information of a competitive nature provided to it by the customer in connection with EIS or known to the Telephone Company as a result of the interconnection of the customer's equipment to the Telephone Company's facilities. Such information is to be considered proprietary and shared within the Telephone Company on a need to know basis only. Neither the Telephone Company or the customer shall be obligated to hold in confidence information that:

(1) was already known to the customer free of any obligation to keep such information confidential;

(2) was or becomes publicly available by other than unauthorized disclosure; or

(3) was rightfully obtained from a third party not obligated to hold such information in confidence.

**17.3.6 Network Outage, Damage and Reporting**

(A) The customer shall be responsible for any damage or network outage occurring as a result of termination of customer designated termination equipment in the Telephone Company wire center or access tandem.

(B) The customer is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.3 Obligations of the Customer** (Cont'd)

**17.3.6 Network Outage, Damage and Reporting** (Cont'd)

(C) The customer shall be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services and provide estimated clearing time for restoral.

(D) The customer is responsible for providing trouble report status when requested.

(E) The customer is responsible for testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a customer service.

(F) Credit for interruption of service for physical EIS will be given only for the switched or special access facility and associated cross connect as set forth in Sections 6 and 7.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.4 Discontinuance of Service**

**17.4.1 General**

(A) Upon discontinuance of physical EIS service the customer shall disconnect and remove its equipment from the partitioned space. The Telephone Company reserves the right to remove the customer's equipment if the customer fails to remove and dispose of the equipment within the 30 days of discontinuance. The customer will be charged the appropriate Additional Labor charge in Section 8.2 for the removal of such equipment.

(B) The Telephone Company will make every effort to contact the customer in the event the customer's equipment disrupts the network. If the Telephone Company is unable to make contact with the customer, the Telephone Company shall temporarily disconnect the customer's service as set forth in 2.2.1(B). The Telephone Company will notify the customer as soon as possible after any disconnect of customer's equipment.

(C) The Telephone Company reserves the right to terminate EIS, in the event the customer is not in conformance with Telephone Company standards and requirements and/or in the event the customer imposes continued disruption and threat of harm to Telephone Company employees and/or network, or the Telephone Company's ability to provide service to other customers.

(D) Upon discontinuance of Virtual EIS service, the Telephone Company will disconnect and remove the customer designated termination equipment from the Telephone Company wire center or access tandem. The Telephone Company will work with the customer to coordinate return of the equipment to the customer.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.5 Ordering Options for EIS**

**17.5.1 Physical EIS at Tariffed Locations**

(A) Customers requesting physical EIS at a wire center or access tandem location appearing in 17.7.7 will be required to complete the Application Form and submit the Engineering Fee(s) as set forth in 17.13.1. Upon notification of available space, the customer will be required to place an EIS Access Service Order (ASR). In addition, the customer must submit 50% of the other applicable nonrecurring charges within 90 days after notification of available space or the customer will be required to submit a new Application Form and Engineering Fee(s).

(B) The Telephone Company will process Application Forms on a first-come, first-served basis as set forth in 17.6.1(B).

(C) Upon receipt of the ASR and 50% of the Site Preparation Charge, Cage Enclosure and dc Power charges and applicable nonrecurring charges (NRCs), the Telephone Company will initiate necessary modifications to the wire center or access tandem to accommodate the customer's request. The customer and the Telephone Company will work cooperatively to ensure that services are installed in accordance with the service requested. The balance of the Building Modification, Cage Enclosure and dc Power charges is due at the time the space is turned over to the customer.

(D) The customer is responsible to have cable and other equipment ready for installation on the date scheduled. If the customer fails to notify the Telephone Company of a delay in the installation date, the customer will be subject to the appropriate Additional Labor charges in Section 8.2.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.5 Ordering Options for EIS**

**17.5.1 Physical EIS at Tariffed Locations**

(E) The customer has the option of providing its own cables or the Telephone Company may, at the customer's request, provide the necessary transmission, power and grounding cables and bill the customer per the Cable Material Charges rates in 17.3.6.

(F) The Telephone Company will advise the customer of any delay in completion of the preparation of the wire center or access tandem space, and reschedule a new installation date for earliest possible date.

(G) The Telephone Company and the customer must meet and begin implementation of the request within six (6) months of receipt of the Application Form and the Physical Engineering Fee or the identified space becomes available for use by other customers.

(H) The Telephone Company shall notify the customer of the date the Physical EIS cage arrangement will be ready for walk-through and inspection. The customer has 15 days to meet the Telephone Company, on-site, for the inspection. If the customer does not attend the inspection within the timeframe, the Telephone Company will initiate customer billing for all monthly and nonrecurring charges.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.5 Ordering Options for EIS** (Cont'd)

**17.5.2 Virtual EIS**

(A) Customers seeking virtual EIS shall submit an Application Form and a $2500 non-refundable fee for each wire center or access tandem which will be applied toward the Engineering/Installation Fee. The customer will be required to provide information such as, wire center or access tandem location, number and type of terminations, type of equipment, etc. The customer must provide all required information before the Telephone Company will begin work on the request.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.5 Ordering Options for EIS** (Cont'd)

**17.5.2 Virtual EIS** (Cont'd)

(B) Upon receipt of the $2500 fee, the Telephone Company will initiate a search of engineering records, an inspection of the facilities, and other administrative activities required to process the request.

(C) Virtual EIS will be provided to customers at rates and charges, including the Engineering/Installation Fee, specific to the customer designated termination equipment installed.

**17.5.3 Microwave Services**

EIS through microwave service will be provided, where reasonably feasible, only on a case-by-case basis. Rules, regulations and rates will be developed and filed upon a bona fide request from customers to provide microwave interconnection.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES (Cont'd)**

**17.5 Ordering Options for EIS** (Cont'd)

**17.5.4 Data Over Voice (DOV) Equipment**

Data Over Voice (DOV) Equipment may be used within the interconnection arrangement for Special or Switched EIS. If the DOV equipment is an adjunct or stand-alone device, additional charges for engineering, installation, and maintenance will be tariffed as identified under the Bona Fide Request Process in 17.5.1.G.

**17.5.5 Other Technologies**

EIS will not be provided through technologies other than fiber optic and microwave facilities.

**17.5.6 Augmentations**

All requests for an addition or change to an existing EIS arrangement that has been inspected and turned over to the customer is considered an augmentation. The augmentation request will require the submission of a complete application form and the non-refundable Engineering or Augment Fee.

Major Augments may include adding telecommunication equipment that requires AC or DC power or HVAC systems upgrade, or change in the size of the cage. A complete application and Engineering Fee will be required when submitting a physical or virtual request that requires a major augment.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES (Cont'd)**

**17.5 Ordering Options for EIS** (Cont'd)

**17.5.6** Augmentations (Cont'd)

Minor Augments of Physical or Virtual EIS arrangements will require the submission of a complete application form and the Augment Fee. Minor augments are those requests that do not require additional AC or DC power systems, HVAC system upgrades or additional cage space. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for customer to customer interconnects and DSO, DS1, DS3, and optical cross connects are included as minor augments. The installation of circuit cards for Virtual EIS is also included as a minor augment. (T)

Minor augments that require an augment fee are those requests that require the Telephone Company to perform a service or function on behalf of the customer, including but not limited to, requests to pull cable for customer to customer EIS interconnections, DSO, DS1, DS3, and optical facility terminations and Virtual EIS circuit card installations. (T)

Minor augments that do not require a fee are those augments performed solely by the customer, that do not necessitate the Telephone Company to provide a service or function on behalf of the customer, including but not limited to, requests to install additional equipment in the customer's cage. Before the installation of the additional equipment, the customer agrees to provide the Telephone Company with an application form that includes an updated list of the equipment to be installed in the customer's EIS arrangement. Once the updated equipment list is submitted to the Telephone Company, the customer may proceed with the augment. The customer agrees that changes in equipment performed by the customer under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Telephone Company inspection, in accordance with the terms of this Tariff for ensuring compliance with Telephone Company safety standards.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES (Cont'd)**

**17.6 EIS Service Request**

**17.6.1 Application Form for Physical EIS**

(A) Customers requesting physical EIS will be required to submit the applicable Engineering Fee(s) as set forth in 17.13.1 for each wire center(s) or access tandem(s).

(B) Receipt of a complete Application Form, Engineering Fee(s) and 50% of the applicable nonrecurring charges will determine the order of priority of the customers requesting physical EIS. Receipt of the Application form, Physical Engineering Fee(s) and 50% of the other applicable nonrecurring charges will constitute a bona fide request and will establish the order of priority.

(C) The Application Form will require the customer to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The Telephone Company will notify the customer in writing within 15 days following receipt of the completed application if the customer's requirements cannot be accommodated as specified. Should the customer submit ten (10) or more applications within a ten (10) day period, the response internal will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.

(D) If existing suitable space is not available, the Engineering Fee will be refunded. If the customer withdraws or cancels the request within fifteen (15) days after receipt of the Application Form, 50% of the Engineering Fee will be refunded to the customer.

If the customer withdraws or cancels the request after the fifteenth day, no refund of the Engineering Fee will be made.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES (Cont'd)**

**17.6 EIS Service Request** (Cont'd) (T)

**17.6.1 Application Form for Physical EIS** (Cont'd) (T)

(E) The Telephone Company will provide an information packet containing a list of engineering and technical specifications, fire, safety, security policies and procedures.

(F) Section 17.11.1 will indicate those wire centers or access tandems in which existing suitable space has been exhausted. The Telephone Company will not maintain a list of customers requesting space in a wire center or access tandem after the space is initially exhausted.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.6 EIS Service Request** (Cont'd)

**17.6.1 Application Form for Physical EIS** (Cont'd)

(G) The Telephone Company shall provide the customer with a price quote for the EIS required to accommodate the customer's request within thirty (30) days of the customer's application date. The quote will be honored for ninety (90) days from the date of issuance. If the quote is not accepted by the customer within such ninety (90) day period, the customer will be required to submit a new Application Form and Engineering Fee and a new quote will be provided based on the new Application Form.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.6 EIS Service Request** (Cont'd)

**17.6.1 Application Form for Physical EIS** (Cont'd)

(H) The first Application Form submitted by the customer shall be designated the original application. Original applications for EIS arrangements that have not been inspected and approved by the customer are subject to requests for minor or major changes to the services requested in the application. Changes will not be initiated until a completed application has been submitted along with the appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power systems; HVAC system modifications; or change the size of the cage. At the election of the customer, major changes may be handled in one of the following two options to the extent technically feasible.

Option 1: Additional Application. The customer may elect to have a major change to its original EIS application treated by the Telephone Company as an additional (new) application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of a complete additional Application and Engineering Fee, the Telephone Company will notify the customer in writing within fifteen (15) days following receipt of the completed additional application if the customer's additional requirements cannot be accommodated as specified. Filing an additional application does not change the Telephone Company's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.6 EIS Service Request** (Cont'd)

**17.6.1 Application Form for Physical EIS** (Cont'd)

(H) (Cont'd)

Method 2: Supplemental Application.

The customer may elect to have a major change to its original EIS application treated by the Telephone Company as a supplemental application. A supplemental application may affect the Telephone Company's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, the Telephone Company will notify the customer in writing within fifteen (15) days following receipt of the completed supplemental application if the customer's requirements cannot be accommodated as specified. Upon notification that the Telephone Company can accommodate the requirements of the supplemental application, the customer may elect to proceed with the supplemental application. The Telephone Company's obligations under the original application will be merged with the obligations of the supplemental application and the combined project timeline will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

Minor changes are those requests that do not require additional AC or DC power systems, HVAC system upgrades, or changes in cage space. The customer will be required to submit a revised application, but the deliverable dates for the project will not change.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.6 EIS Service Request** (Cont'd)

**17.6.2 Relocation Within the Same Wire Center or Access Tandem**

Customer requests for relocation of the termination equipment from one location to a different location for the same customer within the same wire center or access tandem will be handled on an individual case basis.

**17.6.3 Expansion of Existing Space**

Customer requests for expansion of existing space within a specific wire center or access tandem will be treated as a new service application.

**17.7 Physical EIS**

**17.7.1 Availability of Service**

(A) Physical EIS will be made available in only wire centers and access tandems where there is existing suitable space as defined in 17.7.2.

(B) Wire Centers and access tandems which are exempt from EIS requirements due to lack of existing suitable space or are not technically feasible are shown in 17.11.1. The Telephone Company will notify the appropriate State Commissions when existing suitable space has been exhausted in a particular wire center or access tandem.

(C) Existing suitable space in Telephone Company wire centers and access tandems available for physical EIS will be provided to customers on a first-come, first-served basis as specified in 17.7.2.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.2 Existing Suitable Space**

(A) Existing suitable space is defined as space in which ac/dc power, heat and air conditioning, battery and/or generator back-up dc power, and other requirements necessary for provision of wire center or access tandem equipment currently exists and is not required space and facilities designated for use by the Telephone Company.

(B) The Telephone Company and the customer will work cooperatively to determine proper space requirements, and efficient use of space.

(C) The amount of floor space available to each customer at the time of the initial application will be 100 square feet per wire center or access tandem. The Telephone Company will enclose the customer's space in a cage.

(D) The customer is permitted to obtain additional floor space when their existing floor space is being used efficiently. Additional space will be ordered in increments of 100 square feet, where available. The maximum amount of space available to each customer will be limited only by the amount of existing suitable space available in a specific wire center or access tandem.

(E) The Telephone Company reserves the right to require customers to relinquish such space which is not used within a reasonable time. Upon receipt of a collocation request that must be denied due to lack of existing space or the Telephone Company requires additional space for its own growth and the only available space is unused space for any existing collocated customer, existing customers must provide documentation for its use of unused space for the next twelve months.

Otherwise, the customer must relinquish unused space to new requests on a first-come, first-served basis.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.2 Existing Suitable Space**

(F) The customer shall use the partitioned space solely for the purposes of installing, maintaining and operating the customer's equipment to interconnect with the facilities of the Telephone Company in accordance with Sections 64.1401 and 64.1402 of the FCC Rules and Regulations in 47 C.F.R. and for no other purposes.

(G) The customer shall not construct improvements or make alterations or repairs to the partitioned space without the prior written approval of the Telephone Company.

**17.7.3 Power, Environmental Conditioning and dc Power**

(A) The Telephone Company will provide, at rates set forth following, dc power with generator and/or battery back-up, heat, air conditioning and other environmental support to the customer's equipment in the same standards and parameters required for Telephone Company equipment.

(B) The customer will provide the Telephone Company with specifications for any non-standard or special requirements at the time of application. The Telephone Company reserves the right to assess the customer any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.4 Customer Terminating Equipment Requirements**

(A) Customer equipment installed in the Telephone Company wire center or access tandem must comply with either the Telephone Company's list of approved products, or equipment that complies with wire center or access tandem environmental and transmission standards in effect at the time the interconnection is made. The list of approved products and/or equipment is the same as used by the Telephone Company and its contractors. EIS customers will be notified of any change in the Telephone Company's list of approved products and/or equipment.

(B) The customer shall be responsible for servicing, supplying, repairing and maintaining the following:

Fiber Optic Cable and Fire Retardant Sheath (if customer provided)
Equipment located within the wire center or access tandem
Interconnection cable to the point of demarcation

(C) The customer shall be required to provide DS1 cable facilities in sufficient capacity for the Telephone Company to wire DS1 services in multiples of 28 or DS0 cable facilities in sufficient capacity for the Telephone Company to wire DS0 services in multiples of 24.

(D) The interconnection point for physical EIS is the point where the customer-owned cable facilities connect to the Telephone Company termination equipment.

The Telephone Company will designate a DSX panel(s) as the point(s) of termination within each wire center or access tandem as the point(s) of physical demarcation between the customer's maintenance and ownership responsibilities and the Telephone Company's maintenance and ownership responsibilities. Maintenance and related activities up to the Telephone Company side of the point of termination will be the responsibility of the Telephone Company.

(E) If the customer provides their own fiber optic facility the customer shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for the Telephone Company to be able to fully extend such cable through to the customer's space. No splicing will be permitted in the manhole. Upon discontinuance of EIS, the customer relinquishes all rights, title and ownership of cable to the Telephone Company.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.4 Customer Terminating Equipment Requirements** (Cont'd)

(F) The Telephone Company is responsible for installing customer provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. The customer shall not be permitted to reserve wire center or access tandem cable space or conduit. If new conduit is required, the Telephone Company will negotiate with the customer to determine the specific location. The Telephone Company reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility additions.

(G) The Telephone Company is responsible for installing a cable splice where the customer provided fiber optic cable meets customer provided fire retardant riser cable within the wire center or access tandem cable vault or designated splicing chamber. The Telephone Company will provide space and racking for the placement of the splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership. The Telephone Company is responsible for placing the customer's fire retardant riser cable from the cable vault to the partitioned space. The customer is responsible for providing fire retardant riser cable that meets Telephone Company standards.

(H) Customer interconnection equipment installed with the Telephone Company's wire center or access tandem facilities shall be subject to and comply with Telephone Company practices for ac/dc bonding and grounding requirements. This information will be provided to the customer in the general information packet.

(I) Upon installation of the customer's equipment, with prior notice, the Telephone Company will schedule time to work with the customer during the turn-up phase of the equipment to ensure proper functionality between the customer's equipment and the connections to the Telephone Company equipment. The time period for this to occur will correspond to the Telephone Company's maintenance window time period.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.4 Customer Terminating Equipment Requirements** (Cont'd)

(J) The customer's equipment shall not physically, electronically, or inductively interfere with or impair the service of the Telephone Company's or any other customer's equipment, create hazards, or cause physical harm to any individual or the public. All customer equipment must be tested to and must meet: (1) the National Equipment and Building Specifications (NEBS) Level 1 family of safety requirements as described in Telcordia Special Report SR-3580, (C)(x)
Issue 3; and (2) the specific risk/safety/hazard criteria specified in Addendum E of the general information packet (C)(x)
described in 17.5.1(A). Any customer equipment that does not conform to the NEBS Level1 family of safety
requirements may not be installed on Telephone Company property. A cabinet must be used to mitigate deficiencies (T)
identified with CLEC equipment failing to meet the specific risk/safety/hazard criteria specified in Addendum E to the (T)
general information packet described in 17.5.1(A). The Telephone Company reserves the right to removed and/or
refuse use of the customer's equipment from its list of approved equipment if such equipment is determined to be no (T)
longer compliant with NEBS Level 1 safety standards or Electromagnetic Compatibility and Electrical Safety Generic (T)
Criteria for Network Telecommunication Equipment (Technical Reference GR-1089-CORE, Issue 4). The (C)(x)
Telephone Company also reserves the right to remove and/or refuse use of the customer's equipment which does
not meet or comply with NEBS equipment safety requirements specified in Addendum E of the general information (T)
packet described in 17.5.1(A).

(x) GR-1089-CORE, Issue 4, replaces GR-1089-CORE in its entirety.
SR-3580, Issue 3, replaces SR-3580 in its entirety.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.5 Security Requirements for Customer Access to Telephone Company Buildings**

(A) The Telephone Company will permit the customer's employees, agents, and contractors approved by the Telephone Company to have access to the customer's partitioned space at all times. The customer's employees, agents, or contractors must comply with the policies and practices of the Telephone Company pertaining to fire, safety, and security. The Telephone Company will also permit all approved employees, agents and contractors to have access to the customer's cable and associated equipment, e.g., repeaters. This will include access to riser cable, cableways, and any room or area through which necessary access is available.

(B) All employees, agents and contractors must meet certain minimum requirements established by the Telephone Company. This information will be provided to the customer as set forth in 17.5.1(B). At the time the customer places the EIS ASR for physical EIS, the customer must submit a list of employees, agents and contractors and the associated Telephone Company wire centers and/or access tandems where access is requested. The customer must also certify that each of the individuals on the list meets the minimum requirements. The information will be submitted to the Telephone Company's Security Department for approval.

(C) Access cards or keys will be provided to no more than six individuals per customer for each Telephone Company wire center or access tandem.

(D) Upon approval, the customer must provide all employees, agents and contractors a photo identification card which identifies the person by name and the name of the customer. The ID must be worn on the individual's exterior clothing while in the Telephone Company buildings. The Telephone Company will provide the customer with instructions and necessary access cards or keys to obtain access to Telephone Company buildings.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.5 Security Requirements for Customer Access to Telephone Company Buildings** (Cont'd)

(E) The Telephone Company reserves the right to deny access to Telephone Company buildings for any customer's employee, agent or contractor who cannot meet the Telephone Company's established security standards.

(F) The Telephone Company also reserves the right to deny access to Telephone Company buildings for any customer's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause.

(G) The customer is required to immediately notify the Telephone Company by the most expeditious means, when any customer's employee, agent or contractor with access privileges to Telephone Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Telephone Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ.

(H) The customer is responsible for the immediate retrieval and return to the Telephone Company of all keys, access cards or other means of obtaining access to Telephone Company buildings if lost, stolen or upon termination of employment of the customer's employee and/or discontinuance of service. The customer shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of the customer or the customer's employee, agent or contractor to return to the Telephone Company.

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7** **Physical EIS** (Cont'd)

**17.7.6** **Insurance & Liability Requirements** (T)

(A) The customer shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance underwritten by an insurance company(s) having a Best's insurance rating of at least A-. financial size category VII.

(1) Commercial general liability coverage on an occurrence basis in an amount of $1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location for $2,000,000. This coverage shall include contractual liability. (Z)

(2) Umbrella/Excess Liability coverage in an amount of $10,000,000 excess of coverage specified in (1) above.

(3) All Risk Property coverage on a full replacement cost basis insuring all of the customer's real and personal property located on or within the Telephone Company wire centers. The customer may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Telephone Company has no liability for loss of profit or revenues should an interruption of service occur.

(4) Statutory Workers Compensation coverage.

(5) Employers Liability Coverage in an amount of $500,000 each accident.

(6) Commercial Automobile Liability coverage insuring all owned, hire, and non-owned automobiles. (Z)

(B) Notwithstanding anything herein to the contrary, the coverage requirements described in (1) – (6) above shall only be required if the customer orders EIS services pursuant to this Tariff.

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7** **Physical EIS** (Cont'd)

**17.7.6** **Insurance & Liability Requirements** (Cont'd)

(B) (Cont'd)

The minimum amount of insurance required in this section, amy be satisfied by the customer purchasing primary coverage in the amount specified or by the customer buying a separate umbrealla and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the customer's option, so long as the total amount of insurance meets the Telephone Company's requirements.

(C) Deductibles – Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc, (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Telephone Company, and the Telephone Company reserves ther right to reject any such retentions in its reasonable discretion. All retentions shall be the resposibility of the customer.

(D) Additional Insureds – The Telephone Company and its affiliates (which includes any corporation controlled by, controlling or in common control with Verizon, its respective dierctors, officers and employees shall be named as additional insureds under all General Liability and Umbrealla/Excess Liability Policies obtained by the customer. Said endorsement shall provided that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that the Telephone Compnay has secured to protect itself. All of the insurance afforded byt the customer shall be primary in all respects, including the customer's Umbreall/Excess Liability insurance. The Telephone Comany's insurance coverage shall be excess over any indemnification and insurance afforded by the customer and required hereby.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.6 Insurance & Liability Requirements** (Cont'd)

(E) Waiver of Subrogation Rights – The customer waives and will require all of its insurers to waive all rights of subrogation against the Telephone Company (including Verizon and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

(F) Evidence of Insurance – All insurance must be in effect on or before the Telephone Company authorizes access by customers, employees, or placement of customer equipment or facilities within the Telephone Company's premises and such insurance shall remain in force as long as the Telephone Company's facilities remain within any space governed by this Tariff. If the customer fails to maintain the coverage, the Telephone Company may pay the premiums and seek reimbursement from the customer. Failure to make a timely reimbursement will result in disconnection of service. The customer agrees to submit to the Telephone Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Telephone Company will received at least thirty (30) days notice of policy cancellation, expiration or non-renewal. At least thirty (30) days prior to the expiration of the policy, the Telephone Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Telephone Company has been named as and additional insured, prior to commencement of any service. In no event shall permitting customer access be construed as a waiver of the right to the Telephone Company to assert a claim against the customer for breach of obligations established in this section.

**17.7.7 Shared Physical EIS Arrangement** (N)

(A) A customer with Physical EIS service under this section shall have the right to share its Physical EIS Arrangement with one or more additional entities, provided that all such entities are qualified to be customers as specified in 17.1 and 17.2. All such entities must limit their EIS activities to those permitted under the tariff provisions specified herein.

(B) For established Physical EIS Arrangements, the initial customer is the "Customer of Record" (COR), or "host" customer. The other customer(s) participating in the sharing arrangement is referred to in this tariff as the "guest(s)." When two or more customers request establishment of a new Physical EIS Arrangement to be used as a Shared Physical EIS Arrangement, one of the participating customers must agree to be the COR and the other(s) to be the guest(s). The host customer is the Telephone Company's customer and has all the rights and obligations applicable under this tariff to customers purchasing Physical EIS arrangements, including the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by the guest. Neither this tariff, nor any actions taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest(s) customer in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest(s) for any actions of the COR. The host and the guest(s) are solely responsible for determining whether to share a Shared Physical EIS Arrangement, and if so, upon what terms and conditions. (N)

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.7 Physical EIS** (Cont'd)

**17.7.7 Shared Physical EIS Arrangement** (Cont'd) (N)

(C) The host customer must notify the Telephone Company in writing of its intention to share its Physical EIS Arrangement.

(D) Orders for connection to Telephone Company services must be placed by the COR. The host and guest(s) may agree that such orders may be placed by the guest(s), but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization explicitly authorizing the guest(s) to place such orders.

(E) All terms and conditions for Physical EIS as described in this Section will apply. In addition, the following terms and conditions will apply to Shared Physical EIS Arrangements.

- The host and guest(s) must each be collocating for the purpose of interconnecting to Telephone Company services.

- The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a Shared Physical EIS Arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s) to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.

- The Telephone Company will issue only one identifying CLLI code and provide it to the host.

- All occupancy and specific Physical EIS Arrangement communications will be between the host and the Telephone Company as specified in this tariff.

- The host will remain responsible for all costs associated with the Shared Physical EIS Arrangement. The Telephone Company will not split bill any of the rate elements associated with the Physical EIS Arrangement between the host and its guest(s) (e.g., Engineering Fee, Cable Space and Cable Pull, dc Power, Overhead Superstructure, Cage Enclosure, and Partition Space, etc.). (N)

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS**

**17.8.1 Availability of Service**

(A) Virtual EIS will be available to customers at all wire centers and access tandems.

(B) Virtual EIS provides the means to interconnect, through an optical channel interface, to specified interstate Access Services. Virtual EIS provides:

(1) Connection between customer provided and Telephone Company provided fiber optic transport facilities at a meet point within the mutually agreed to Telephone Company designated space outside a Telephone Company wire center or access tandem, such as a manhole, and

(2) Conversion of optical to electrical signals, as appropriate, to allow interconnection between customer provided transport facilities and other specified interstate Telephone Company services.

(C) The interconnection point for virtual EIS is the demarcation between ownership of the cable facilities.

(D) The Telephone Company will designate locations close to the wire center or access tandem to be used as interconnection points for customer's facilities.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS**

**17.8.1 Availability of Service**

(E) None of the provisions of Section 17.5.4 apply or extend to any patron of the customer purchasing virtual EIS from the Telephone Company.

(F) Customers have the option of monitoring their Virtual EIS equipment or having the Telephone Company monitor the equipment alarms. Information will be provided in the packet of general information.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS** (Cont'd)

**17.8.2 Obligations of the Customer**

(A) When ordering EIS, the customer shall designate the type of wire center or access tandem transmission equipment dedicated to their use. The customer may specify equipment which may be different from the equipment normally used by the Telephone Company to provide interstate Access Services.

(B) The customer may monitor and control the performance of all facilities and equipment used in the provision of virtual EIS.

(C) The customer is responsible for costs associated with training Telephone Company employees to install and maintain equipment other than equipment normally used by the Telephone Company.

(D) The Telephone Company and the customer will work cooperatively to determine proper equipment and facilities requirements.

(E) The customer is responsible for initiating a request for maintenance of customer's facilities and termination equipment.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS** (Cont'd)

**17.8.2 Obligations of the Customer**

(F) Unless the customer advises the Telephone Company pursuant to (b) of this subsection, the customer shall provide to the Telephone Company, and the Telephone Company will hold on-site, the vendor's recommended spare card package for all EIS equipment within the requested wire center or access tandem. The customer shall also provide shipping containers with destination labels and postage paid for the card to be shipped. Upon the detection of a bad card, the Telephone Company will replace such card with a spare card, and will arrange to tag and prepare the defective card for prompt shipment to the customer, and arrange for mailing the container as specified on the label. Upon receipt of the card by the customer, the customer shall replace the defective card as quickly as possible to ensure that a full complement of spares are on-site. The customer will be responsible for repairing and maintaining an adequate set of spares within its operation to minimize delays in replenishing spares on-site.

Should the customer provide spare cards on-site, the Telephone Company will respond to virtual equipment outages at times consistent with the objectives that the Telephone Company sets for itself.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS** (Cont'd)

**17.8.2 Obligations of the Customer** (Cont'd)

(F) (Cont'd)

The customer must advise the Telephone Company in writing if it will not provide the vendor's spare card package for virtual EIS equipment on-site, as required in (a) of this subsection. Should the customer not provide the vendor's recommended spare card package for the virtual EIS equipment on-site and the customer's equipment suffers an outage:

(1) The customer will be responsible for delivering the necessary spare card(s) to a Telephone Company Technician at the central where the outage has occurred;

(2) The Telephone Company will not be held accountable for any service degradation due to the absence of on-site spare cards;

(3) The Telephone Company will not be held to the same equipment outage restoration objectives, as if the spare cards were stored on-site; and,

(4) The customer is responsible for expenses incurred by the Telephone Company for the additional time the Telephone Company's personnel expended to correct the equipment outage due to waiting for the delivery of the spare cards. Charges will be based on the applicable Additional Labor Charges as set forth under Section 8.2.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS** (Cont'd)

**17.8.2 Obligations of the Customer** (Cont'd)

(G) For those Virtual EIS arrangements established on or after February 1, 2004, the customer will have one of the following options: (N)

(a) The Virtual EIS equipment shall be provided by the customer and leased to the Telephone Company for the sum of one dollar. The term of the operating lease will run for the duration of the Virtual EIS arrangement, at which time the customer will remove the equipment. The customer will retain ownership of the Virtual EIS equipment. The Telephone Company will exercise exclusive physical control over the Virtual EIS equipment. The cabling between manhole zero and the central office splices will be included in the leasing arrangement. (N)

(b) The customer shall execute a Bill of Sale for $1.00 with the Telephone Company to transfer ownership of the equipment from the customer to the Telephone Company. The Bill of Sale must be executed by the customer prior to the equipment being placed in-service. Upon termination of the Virtual EIS arrangement, the Telephone Company will execute a Bill of Sale for $1.00 with the customer to transfer ownership of the equipment from the Telephone Company to the customer. (T) (C) (C)

(H) Virtual equipment augmentation requests may only be provisioned upon receipt of a completed application and the applicable Engineering/Augment fee.

(I) The customer is responsible for providing all specialized test equipment required to monitor and maintain non-standard equipment that the Telephone Company virtually terminated on behalf of the customer.

**17.8.3 Operation and Maintenance**

Where the Telephone Company uses contractors for installation, maintenance or repair of services, the customer may hire the same contractor directly for installation, maintenance or repair of EIS arrangements.

Where the Telephone Company does not use contractors, customer designated termination equipment customer provided and facilities used in the provision of EIS will be installed, maintained and repaired by the Telephone Company. The Telephone Company will maintain and repair the customer designated termination equipment under the same time frame and standards rate as its own equipment.

Customers are not allowed into Telephone Company Wire Centers and access tandems to work on Virtual EIS equipment.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS** (Cont'd)

**17.8.4 Customer Terminating Equipment Requirements** (T)

(A) Customer equipment installed in the Telephone Company manhole or similar location must comply with either the Telephone Company's list of approved products, or equipment that complies with central office environmental and transmission standards in effect at the time the interconnection is made. This list of approved products and/or equipment is the same as used by the Telephone Company and its contractors. EIS customers will be notified of any change in the Telephone Company's list of approved products and/or equipment.

(B) The customer shall be responsible for supplying the following:

Fiber Optic Cable and Fire Retardant Sheath
Equipment located within the wire center or access tandem

(C) The customer shall be required to provide DS1 cable facilities in sufficient capacity for the Telephone Company to wire DS1 services in multiples of 28.

(D) The customer shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length in order for the Telephone Company to be able to fully extend such cable through to the customer's space. No splicing will be permitted in the manhole. Upon discontinuance of EIS, the customer relinquishes all rights, title and ownership of cable to the Telephone Company.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.8 Virtual EIS** (Cont'd)

**17.8.4 Customer Terminating Equipment Requirements** (Cont'd)

(E) The Telephone Company is responsible for installing customer provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. The customer shall not be permitted to reserve wire center or access tandem cable space or conduit. If new conduit is required, the Telephone Company will negotiate with the customer to determine the specific location. The Telephone Company reserves the right to manage its own wire center or access tandem conduit requirements and to reserve vacant space for planned facility additions.

(F) The Telephone Company is responsible for installing a cable splice where the customer provided fiber optic cable meets customer provided fire retardant riser cable within the wire center or access tandem cable vault or designated splicing chamber. The Telephone Company will provide space and racking for the placement of the splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership. The Telephone Company is responsible for placing the customer's fire retardant riser cable from the cable vault to the terminating equipment. The customer is responsible for providing fire retardant riser cable that meets Telephone Company standards.

(G) Customer interconnection equipment installed with the Telephone Company's wire center or access tandem facilities shall be subject to and comply with Telephone Company practices for ac/dc bonding and grounding requirements. This information will be provided to the customer in the general information packet.

(H) Upon installation of the customer's equipment, with prior notice, the Telephone Company will schedule time to work with the customer during the turn-up phase of the equipment to ensure proper functionality between the customer's equipment and the connections to the Telephone Company equipment. The time period for this to occur will correspond to the Telephone Company's maintenance window time period.

(i) All equipment installed within the Telephone Company wire center or access tandemfacilities shall meet the industry standard requirements as applicable for Physical EIS as in 17.7.4.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9 Rate Regulations**

This section contains specific regulations governing the rates and charges that apply for EIS. These charges are in addition to the applicable rates and charges for the Switched or Special Access Service ordered, as specified in Sections 6 and 7 of this tariff.

**17.9.1 Types of Rates and Charges**

There are two types of rates and charges. These are monthly rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that EIS is provided. Monthly rates for EIS will commence upon completion of the installation of the customer's designated termination equipment irrespective of when the Switched or Special Access service is connected.

(1) Partition Space Charge

Partition Space is a monthly recurrig charge associated with the provisions of suitable physical EIS space in a specific wire center or access tandem. The charge includes those costs that relate directly to the land and building space itself. The Partition Space Charge applies on a per square foot basis for Physical EIS.

(2) Cable Space Charge

The Cable Space Charge is a monthly recurring charge, applied per twelve fiber cable, associated with the space within the conduit, riser, cable racks, manhole and cable vault which the customer's cable occupies. This charge applies for physical or virtual EIS.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES (Cont'd)**

**17.9 Rate Regulations** (Cont'd)

**17.9.1 Types of Rates and Charges** (Cont'd

(A) Monthly Rates (Cont'd

(3) dc Power

The dc Power Charge is a monthly recurring charge associated with the provision of dc power to the customer's space for physical or virtual EIS. The dc Power Charge applies on a 40 amp increment.

(4) Maintenance

The Maintenance Charge is a monthly recurring charge associated with maintenance of the customer designated termination equipment. The charge is applicable per base module for virtual EIS.

(5) Environmental Conditioning

Environmental Conditioning is a monthly recurring charge associated with the provision of heating,ventilation, and air conditioning systems for the customer's physical EIS equipment in the Telephone Company's wire center or access tandem. The envorionmental Conditioning charge is applied on a per 40 amp increment based on the customer's dc Power requirements.

(6) Building Modification

Building Modification is a monthly recurring charged associated with provisioning the following items for physical EIS in the Telephone Company's wire center or access tandem: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment. The Building Modification charge is applied to each physical EIS arrangement.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9 Rate Regulations** (Cont'd)

**17.9.1 Types of Rates and Charges** (Cont'd)

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply for EIS are those listed below.

(1) Conversion Fee

The Conversion Fee of $2,500.00 is associated with the work performed to convert existing collocated services to virtual EIS arrangements where no changes in customer designated termination equipment or facilities or Telephone Company provided equipment and facilities are required. The customer may request multiple wire centers or access tandems to be converted on one order. The Conversion Fee applies per order in lieu of the Engineering/Installation Fee.

(2) Cable Pull Charge

The Cable Pull Charge is associated with the work performed by the Telephone Company to pull and splice the customer's cable from the manhole to the cage or to the customer designated termination equipment. This charge applies per wire center or access tandem, per twelve fiber cable terminated for physical or virtual EIS.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9 Rate Regulations** (Cont'd)

**17.9.1 Types of Rates and Charges** (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(3) Physical Engineering Fee

The Physical Engineering Fee is associated with work performed by the Telephone Company to determine space requirements, engineer adequate amounts of power, heat, ventilation and air conditioning, and ensure adequate fire protection for physical EIS. This charge applies to Physical EIS and minor augment requests on a per order, per wire center or access tandem basis.

(4) Cage Enclosure

The Cage Enclosure charge is associated with work performed by the Telephone Company to construct a cage for the customer's terminating equipment for physical EIS. This charge includes, one charge circuit system, and electrical sub-panel. This element also includes material cost for the cage enclosure. This element is optional, the customer may sub-contract this work to a Telephone Company approved contractor.

This charge provides a 100 square foot enclosure. Upon request of the customer, additional space may be provided in increments of 100 square feet per additional 100 square feet.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9 Rate Regulations** (Cont'd)

**17.9.1 Types of Rates and Charges** (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(5) Engineering/Installation Fee

The Engineering/Installation Fee is associated with work performed by the Telephone Company to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install customer designated termination equipment for virtual EIS.

An Engineering/Installation Fee is shown in 17.12.1 shall apply for the installation of the base unit card and each DS1 or DS3 card.

(6) Overhead Superstructure

The Overhead Superstructure is associated with work performed by the Telephone Company for the extension of overhead racking for the placement of customer provided cable for physical EIS.

(7) dc Power

The dc power charge is associated with work performed by the Telephone Company for the extension of power to the customer's cage. This charge applies on a per 40 amp increment for physical or virtual EIS.

Material omitted from this page now appears on Page 510.1.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9 Rate Regulations** (Cont'd)

**17.9.1 Types of Rates and Charges** (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(8) Training

The customer shall be solely responsible for all costs associated with training Telephone Company personnel on the installation, maintenance, monitoring and operation of EIS equipment that the Telephone Company does not use in normal operations within the requested central office. The customer will be responsible for:

(1) The arrangement and prepayment for required training seminars, including tuition, and related course materials.

(2) All travel expenses, including airfare and car rentals, associated with the training. All charges not prepaid by the customer will be passed on to the customer based on ticket stubs and/or receipts.

(3) Providing the Telephone Company personnel to be trained a $40 per diem for meals during the training period.

(4) All expenses associated with follow up training necessitated by changes in technology or upgrades made to such non-standard equipment, and for additional training required within the Telephone Company's normal staffing levels and assignment policies. The customer will provide the supplemental training described herein, per the same terms and conditions provided in this Section.

(5) Reimburse to the Telephone Company for the hours spent in training by Telephone Company personnel, based on the labor rates as set forth in Section 8.2 and will be billed per half hour or (C) fraction thereof.

The equipment training for all Telephone Company personnel responsible for the Virtual EIS equipment within the requested central office must be completed prior to placing the EIS equipment in-service.

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9** **Rate Regulations** (Cont'd)

**17.9.1** Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(9) Access Ordering Charge

The Switched Access Ordering Charge applies, per ASR, for the installation, addition, change, rearrangement or move of EIS Switched and Special Access Service facilities, except as specified in 6.5.4(B). The appropriate service installation charge for the service termination(s) will also apply.

When an EIS is moved to a different CDL, a new minimum period will be established for the installed Switched or Special Access Service. The customer will remain responsible for all remaining minimum period charges associated with the disconnected Switched or Special Access Service. For Switched or Special Access Services subject to payment plan regulations, the same payment plan will remain in force.

(10) Access Card Charge

The costs associated with the issuance and replacement of access cards that allow a customer's employees to access Telephone Company wire centers and access tandems.

(11) BITS Timing Charge

Cost to provide synchronized timing for electronic communications equipment provided from a central source. This cost includes all the common equipment and port cards to provide 50 ports of DS1 and 50 ports of CC (Composite Clock) capability. This is a monthly recurring and nonrecurring charge based on each port requested by the customer.

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9** **Rate Regulations** (Cont'd)

**17.9.1** Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(12) Cable Material Charge

The customer will be assessed the Cable Material charge if it elects to have the Telephone Company purchase all cables required to accommodate the EIS arrangement. The rate includes all costs associated with cable materials provided to the customer. This cost includes DS0, DS1, DS3 transmission cables, shielded cable, power cables and ground cables.

(13) Minor Augment Fee

The fee submitted with an application to recover the cost to review and implement changes to an existing EIS arrangement. Minor augments are those requests that do not require more AC or DC power, additional equipment that generates more BTU's of heat, or increase the caged floor space, over what the customer requested in its original application. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.9 Rate Regulations** (Cont'd)

**17.9.2 Minimum Periods**

(A) The Minimum Period applicable to monthly EIS rate elements specified is six months.

(B) When EIS is discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.10 EIS Rates and Charges**

**17.10.1 Cable Space and Cable Pull**

| State | Monthly Charge Per Twelve Cable Cable Space | Nonrecurring Charge Per Twelve Cable Cable Pull | |
|---|---|---|---|
| | | | (D) |
| | | | (D) |
| Virginia | $10.73 | $1,121.00 | (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.10 EIS Rates and Charges** (Cont'd)

**17.10.2 dc Power**

| State | Monthly Charge Per 40 Amps | Nonrecurring Charge Per 40 Amps | |
|---|---|---|---|
| | | | (D) |
| | | | (D) |
| Virginia | 440.97 | $3,788.00 | (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.11 EIS Exempt Wire Centers and Access Tandems**

**17.11.1** If the Telephone Company is unable to accommodate a Physical or Virtual EIS request at a wire center or access tandem due to space limitations or other technical reasons, the Telephone Company will post a list of all the exempt wire centers and access tandems on it's Website and will update the list within ten (10) days of any known changes. This information will be listed at the following public Internet URL:

http://www22.verizon.com/wholesale/local/collocation/detail/1,,info_space,00.html (C)

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.12 Virtual EIS Rates and Charges**

**17.12.1 Equipment Rates and Charges**

(D)

(D)

**ACCESS SERVICE**

**17** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.12** **Virtual EIS Rates and Charges** (Cont'd)

**17.12.1** **Equipment Rates and Charges** (Cont'd)

| **STATE** | | (D) | VIRGINIA |
|---|---|---|---|
| **MONTHLY CHARGE** | | | |
| **MAINTENANCE** per base module | | | $222.39 |
| **NONRECURRING CHARGES** | | | |
| **ENGINEERING/INSTALLATION FEE** | | | |
| Per base module | | | |
| OC1 | | | $4,031.40 |
| 90Mbps | | | 4,031.40 |
| OC3 | | | 4,582.20 |
| OC12 | | | 5,133.00 |
| OC24 | | | 5,896.70 |
| OC48 | | | 6,660.40 |
| NGDLC | | | 6,660.40 |
| **ENGINEERING/INSTALLATION FEE** | | | |
| Per card installed | | | |
| OC1 | DS1 | | $235.36 |
| | DS3 | | 528.61 |
| 90 Mbps | DS1 | | 235.36 |
| | DS3 | | 528.34 |
| OC3 | DS1 | | 235.36 |
| | DS3 | | 528.34 |
| OC12 | DS3 | | 528.34 |
| OC24 | DS3 | | 528.34 |
| OC48 | DS3 | | 528.34 |
| NGDLC | DS0 | | 117.68 |
| | DS1 | | 235.36 |
| | DS3 | (D) | 528.34 |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13 Physical EIS Rates and Charges**

Physical EIS will be provided at the rates and charges set forth below. The rates and charges shown will apply to each EIS at the specific wire center or access tandem for the applicable jurisdiction.

**17.13.1 Engineering Fee**

| State | Nonrecurring Charge Physical EIS Engineering Fee | |
|---|---|---|
| | | (D) |
| | | (D) |
| Virginia | $5,654.00 | (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.2** **Overhead Superstructure**

| State | Nonrecurring Charge Physical EIS Engineering Fee | |
|---|---|---|
| | | (D) |
| | | (D) |
| Virginia | $2,520.00 | (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.3.3** **Cage Enclosure**

| State | Nonrecurring Charge | |
|---|---|---|
| | | (D) |
| | | (D) |
| Virginia | $4,569.00 | (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13 Physical EIS Rates and Charges** (Cont'd)

**17.13.4 Partition Space**

| State | Monthly Charge Partition Space Per Square Foot | |
|---|---|---|
| | | (D) |
| | | (D) |
| Virginia | $3.42 | (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.5** **Bits Timing Charge**

| State | Monthly Charge Per Port | Nonrecurring Per Port | |
|---|---|---|---|
| | | | (D) |
| | | | (D) |
| Virginia | $9.50 | 290.00 | (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13 Physical EIS Rates and Charges** (Cont'd)

**17.13.6 Cable Material – Per Cable Run**

DSO Cable (Connectorized) 100 pair

| (USOC) State | Nonrecurring Charge (SP1ZF) | |
|---|---|---|
| | | (D) |
| Virginia | $331.00 | (D) (T) |

DS1 Cable (Connectorized)

| (USOC) State | Nonrecurring Charge (SP1ZG) | |
|---|---|---|
| | | (D) |
| Virginia | $307.00 | (D) (T) |

**ACCESS SERVICE**

**17** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.6** **Cable Material - Per Cable Run** (Cont'd)

DS3 Coaxial Cable

| (USOC) | Nonrecurring Charge (SP1ZH) | |
|---|---|---|
| **State** | | (D) |
| Virginia | $84.00 | (D) (T) |

Shielded Cable (Orange Jacket)

| (USOC) | Nonrecurring Charge (SP1GJ) | |
|---|---|---|
| **State** | | (D) |
| Virginia | $34.00 | (D) (T) |

**ACCESS SERVICE**

**17 EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13 Physical EIS Rates and Charges** (Cont'd)

**17.13.6 Cable Material - Per Cable Run** (Cont'd)

1/0 Power Cable

| (USOC) State | Nonrecurring Charge (SP1ZK) | |
|---|---|---|
| | | (D) |
| Virginia | $93.00 | (D) (T) |

2/0 Power Cable

| (USOC) State | Nonrecurring Charge (SP1ZL) | |
|---|---|---|
| | | (D) |
| Virginia | $135.00 | (D) (T) |

**ACCESS SERVICE**

**17** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.6** **Cable Material - Per Cable Run** (Cont'd)

3/0 Power Cable

| State | (USOC) | Nonrecurring Charge (SP1ZM) | |
|---|---|---|---|
| Virginia | | $149.00 | (D) (T) |

4/0 Power Cable

| State | (USOC) | Nonrecurring Charge (SP1ZN) | |
|---|---|---|---|
| Virginia | | $184.00 | (D) (T) |

**ACCESS SERVICE**

**17** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.6** **Cable Material - Per Cable Run** (Cont'd)

350 MCM Power Cable

| State | (USOC) Nonrecurring Charge (SP1ZP) | |
|---|---|---|
| | | (D) |
| Virginia | $313.00 | (D) (T) |

500 MCM Power Cable

| State | (USOC) Nonrecurring Charge (SP1ZQ) | |
|---|---|---|
| | | (D) |
| Virginia | $437.00 | (D) (T) |

**ACCESS SERVICE**

**17** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.6** **Cable Material - Per Cable Run** (Cont'd)

750 MCM Power Cable

| | Nonrecurring Charge (SP1ZR) | |
|---|---|---|
| (USOC) State | | |
| | | (D) |
| | | (D) |
| Virginia | $673.00 | (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.7** **Minor Augment Fee**

| | Nonrecurring Charge | |
|---|---|---|
| State | | |
| | | (D) |
| | | (D) |
| Virginia | $200.00 | (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13** **Physical EIS Rates and Charges** (Cont'd)

**17.13.8** **Access Card Charge**

| State | Nonrecurring Charge | |
|---|---|---|
| | | (D) |
| | | (D) |
| Virginia | $22.00 | (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** (Cont'd)

**17.13 Physical EIS Rates and Charges** (Cont'd)

**17.13.9 Environmental Conditioning**

| | Monthly Rate Per 40 AMP Increment (SP1ER) | |
|---|---|---|
| (USOC) | | |
| State | | |
| | | (D) |
| | | (D) |
| Virginia | $106.49 | (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES (Cont'd)**

**17.13 Physical EIS Rates and Charges (Cont'd)**

**17.13.10 Building Modification**

| State | Monthly Rate (USOC) (SP1BM) | |
|---|---|---|
| | | (D) |
| | | (D) |
| Virginia | $223.17 | (T) |

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement

(A) General

The Competitive Alternate Transport Terminal (CATT) arrangement provides third party competitive fiber providers (CFPs) access to a shared, alternate splice point within a Telephone Company wire center for the sole purpose of splicing its facilities for distribution to EIS arrangements within that wire center.

All applicable universal regulations that apply to EIS customers as set forth in this Section also apply to the CFP and its facilities to the CATT.

(B) Service Description

The CATT arrangement allows for the placing of a maximum of 432 fibers and a minimum of 72 fibers, per entrance manhole, in an Alternate Splice Area (ASA), as determined by the Telephone Company, within a Telephone Company wire center. CFPs will be billed for the entire capacity of the fiber that is placed regardless of the number of fibers spliced initially. At the option, of the CFP up to an additional 432 diversely routed fibers may be spliced at the CATT, where manhole space and conduit is available. In those wire centers with only one entry point, a CFP may request Special Construction of any additional entry points as described in Section 5.1.12 preceding. (T)

The CFP is responsible for all splicing done at the CATT. CFPs shall splice and terminate a minimum of 24 fibers at the CATT upon cable installation, per entrance facility, for use in the wire center.

All CFP facilities and splices must comply with the NEBS standards as set forth in Section 17.7.4(J) preceding.

Prior to all CATT installations, the CFP will be required to attend a pre-construction meeting or teleconference with the Telephone Company. The meeting will be attended by Telephone Company and CFP technical subject matter experts to review the details of the CATT installation, Telephone Company procedures, project schedule and exchange documentation on the engineering specifics of the project.

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(B) Service Description (Cont'd) (N)

All work performed by a CFP or its agents on Telephone Company premises requires an authorized Telephone Company representative to escort the CFP or its agents and provide access to the wire center.

The CFP must provide the Telephone Company 72 hours written notice to allow for assignment of an escort for the project. The applicable Additional Labor Charges in Section 8.2.6 are applied per Telephone Company representative, per half-hour, to recover Telephone Company escort (s') time.

Activities requiring an escort are:

(a) CFP Cable Pull – CFP installation of the fiber cable from manhole zero to the CATT arrangement by a Telephone Company approved vendor.

(b) CFP Cable Splice – CFP installation of the fiber and the splice tray at the CATT arrangement and the splicing of the EIS customer provided fiber at the CFP's splice tray at the CATT arrangement.

(c) CFP Cable Maintenance - The CFP maintenance on defective splices and fiber cables installed by the CFP at the CATT.

(d) EIS Customer Cable Pull – EIS customer installation of the fiber cable from its Physical EIS arrangement to the CATT arrangement.

CATT arrangements are subject to space availability, i.e., floor space, duct space, etc., within Telephone Company wire center premises.

Upon receipt of a completed CATT Application and fee, the Telephone Company will provide the CFP a CATT price quote within 8 business days from receipt of the application. The quote will be honored for 30 days from issuance of the quote.

The Telephone Company will initiate billing for all applicable recurring and non-recurring charges when the CFP completes the installation of its fiber cable and splice tray and the installation is inspected by the Telephone Company. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(C) Provisioning of CFP Facilities to the CATT (N)

The CFP will be responsible for supplying and pulling the fiber cable from the Telephone Company designated manhole to the ASA location, designated by the Telephone Company, by a Telephone Company approved vendor. Telephone Company personnel will approve the cable to be provided by the CFP before it is pulled into the wire center. An authorized Telephone Company representative must escort the approved vendor(s) during the cable pull and the splicing at the CATT. The CFP must follow all Telephone Company cable installation requirements and procedures.

The CFP must provide a Telephone Company approved splice tray and fire retardant cable enclosure before any splicing to the CATT is done. Enclosures and splice trays installed by the CFP must equal the capacity of the installed fiber at 72 fibers per shelf.

The CFP will not store any equipment in the CATT area other than the splice tray and cable enclosure.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) is the responsibility of the CFP. The CFP is also responsible for the maintenance of its fiber.

The Cable Space Charge, as set forth in Section 17.10.1, preceding, is assessed to the CFP for the space in the zero manhole, conduit, riser and cable rack occupied by the fiber cable between the manhole and the CATT arrangement. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(C) Provisioning of CFP Facilities to the CATT - (Cont'd)

The Telephone Company will not allow transition splices within the cable vault. All CFP entrance fiber cables and activities associated with pulling the cable into the wire center and to the CATT arrangement must comply with Telephone Company practices and procedures. At any time, should the CFPs' installation be found in non-compliance with Telephone Company practices, the CFP will be responsible for correcting the problem within 48 hours of notification by the Telephone Company. (N)

The Telephone Company provides and retains ownership of the equipment bay used in the CATT arrangement. The Telephone Company may conduct a quality inspection when the work is completed. At any time, should the CFPs installation be found in non-compliance with Verizon practices, the CFP will be responsible for correcting the problem within 48 hours of notification by the Telephone Company.

The CFP shall be responsible for the maintenance of defective splices and fiber cables installed by the CFP. An authorized Telephone Company representative must escort the CFP, or approved CFP agents, while any maintenance is performed on the CATT arrangement. Charges for escorting will be based on the applicable Additional Labor rates as set forth under Section 8.2.6.

The CFP will be responsible for placing an identification tag on its entrance fiber every 20 feet. The ID tags should include CFP company name, emergency contact name and telephone number, cable ID number and 11 character Common Language Location Identifier (CLLI) Code. The CFP splice tray at the CATT must also be labeled with the same CFP information.

Installation of CFP facilities is subject to all applicable regulations for EIS provided facilities as set forth in section 17.7.4 preceding. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(D) Provisioning of Facilities from CATT to EIS Arrangements (N)

EIS customers may request CFP provided CATT transport connections in a minimum of 12 strand increments in wire centers, where available, for Physical or Virtual EIS arrangements.

The EIS customer must submit an EIS Application Form , as set forth in Section 17.5.1 and Section 17.5.2 preceding, in addition to the applicable Application Fee when ordering a CATT transport connection along with an initial EIS arrangement.

When the EIS customer requests a CATT transport connection for an existing EIS arrangement, the EIS customer must submit an EIS Augment Application and a Minor Augment Fee for the CATT connection. The Minor Augment Fee can be found in Section 17.13.7, preceding.

Physical EIS customers must use a Telephone Company approved vendor and adhere to Telephone Company engineering specifications and practices. The vendor will hand off the cable to the CFP who will splice the cable at the CATT. An authorized Telephone Company representative must escort the EIS customer's vendors during the installation of the cable. The demarcation point will be a minimum of five feet from the CATT.

For Virtual EIS arrangements, the Telephone Company will place/pull the EIS customer provided fiber cable (minimum 12 strands) from the EIS customer's Virtual EIS arrangement and hand off the cable to the CFP in the CATT area. The CFP will perform the splice at the CATT under Telephone Company escort. The demarcation point will be a minimum of five feet from the CATT. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(D) Provisioning of Facilities from CATT to EIS Arrangements (Cont'd)

A facility pull charge will be applied to the EIS customer for the labor hours required when the Telephone Company places/pulls the EIS customer provided fiber cable (minimum 12 fibers) from their Virtual EIS arrangement to the hand off to the CFP in the CATT area. The charge assessed to the CFP is based on the total labor hours times the applicable Labor Charges in Section 8.2.6 of this tariff. (N)

Installation of CFP facilities from the CATT is subject to all applicable regulations for EIS customer-provided facilities as set forth in Section 17.7.4 preceding.

(E) Cancellation of a CATT Arrangement

Upon written notice by the CFP to the Telephone Company and all CATT customers of the cancellation of the CATT arrangement or discontinuance of the CATT arrangement by the Telephone Company due to default by the CFP, the following conditions would apply:

(1) Upon notice of a CATT arrangement cancellation, the CFP shall continue to provide the CATT service for all EIS customers spliced to the CATT arrangement for a minimum of 60 days after said notice. The date that the CATT service will no longer be available is the "effective cancellation date". The cancellation notice must include the effective cancellation date.

(2) The CFP would be responsible for removal of its splice tray(s) and support equipment from the CATT relay rack.

(3) Removal of all CFP provided fiber cable from the premises within 30 days after the effective cancellation date. The CFP will perform the removal under Telephone Company escort. The customer will be charged the appropriate Additional Labor charge in Section 6.2 (G) for the escort.

(4) The Telephone Company reserves the right to remove the CFPs equipment if the CFP fails to remove and dispose of the fiber and equipment within 30 days after the effective cancellation date. The CFP will be charged the appropriate Additional Labor charge in Section 6.2 (G) for removal of the fiber and equipment. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(F) Cancellation of the EIS Customer's Connection to the CATT Arrangement

Upon written notice from the EIS customer of the cancellation of its CATT connection, EIS arrangement or notice by the CFP of the effective cancellation date that the CATT arrangement will be discontinued, the following conditions would apply: (N)

(1) The EIS customer would be responsible for removal of its EIS customer-provided fiber cable from the EIS arrangement to the CATT arrangement within 30 days after the effective cancellation date.

(2) For Physical arrangements, the EIS customer will perform the removal of the fiber cable, under Telephone Company escort. The EIS customer will be charged the appropriate Additional Labor charge in Section 8.2.6 for the escort.

(3) The Telephone Company reserves the right to remove the EIS customer's fiber cable if the EIS customer fails to remove and dispose of the fiber cable 30 days after the effective cancellation date. The customer will be charged the appropriate Additional Labor charge in Section 8.2.6 for removal of the fiber cable.

(4) For Virtual arrangements, the Telephone Company will remove the fiber cable. The EIS customer will be charged the appropriate Additional Labor charge in Section 8.2.6 for the removal of the cable. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(G) Rate Regulations

(1) CATT Application Fee (N)

A CATT Application Fee, as set forth in Section 17.14.1(H)(1) following, is to be submitted by the CFP in order to process their completed application. The CATT Application Fee is a nonrecurring charge and recovers the expenses associated with the application processing, initial engineering site survey to assess space availability and the administrative activities performed by the Telephone Company in the processing of the request. The CATT Application Fee is non-refundable and applies for each request in which CFP facilities will be spliced at the CATT. The Telephone Company will process applications on a first-come, first-served basis.

(2) Engineering and Implementation Fee

An Engineering and Implementation Fee, as set forth in Section 17.14.1(H)(2) following, applies for Telephone Company planning, engineering and project management of CATT equipment installations and associated cabling. This nonrecurring charge applies to new CATT arrangements, as well as fiber or equipment augments to existing CATT arrangements.

(3) Relay Rack Space – Per Splice Tray

The Relay Rack Space – Per Splice Tray rate, as set forth in Section 17.14.1(H)(3) following, is assessed monthly to the CFP for the cost of providing the floor space for the CATT and for the Telephone Company provided equipment bay. (N)

**ACCESS SERVICE**

17. EXPANDED INTERCONNECTION SERVICES - (Cont'd)

17.14 Expanded Interconnection Service Alternatives – (Cont'd)

17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement – (Cont'd)

(G) Rate Regulations (Cont'd)

(4) Cable Rack Space –CATT to EIS Arrangement (N)

This is a monthly recurring charge assessed, per innerduct foot of 12-fiber cable, to the EIS customer for the overhead superstructure space the fiber cable occupies from the CATT to the EIS arrangement. The rates for the Cable Rack Space-CATT to EIS Arrangement are in Section 17.14.1(H)(4), following.

(5) Facility Pull - Labor

A charge to pull the fiber cable will be assessed to the EIS customer for the labor hours required by the Telephone Company to place/pull the EIS customer-provided fiber cable (minimum 12 fibers) from their virtual EIS arrangement to the hand off to the CFP in the CATT area. The charge assessed the CFP is based on the total labor hours times the rate from the applicable Labor Charges in Section 8.2.6 of this tariff.

(6) Overhead Superstructure

The Overhead Superstructure charge, as set forth in Section 17.13.2, preceding, is used to recover the Telephone Company's engineering, material and installation costs for extending dedicated overhead racking required to deliver a CFP's or EIS customer's fiber to and from a CATT arrangement.

(7) Cable Space Charge

The Cable Space Charge, as set forth in Section 17.10.1, preceding, is assessed to the CFP for the space in the zero manhole, conduit, riser and cable rack occupied by the fiber cable between the manhole and the CATT arrangement. (N)

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** - (Cont'd)

**17.14 Expanded Interconnection Service Alternatives** – (Cont'd)

**17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement** – (Cont'd)

(H) Rates and Charges

(1) CATT Application Fee

| State | (USOC) | Nonrecurring Charge (NRBAB) | |
|---|---|---|---|
| | | | (D) |
| Virginia | | $713.87 | (D) (T) |

**ACCESS SERVICE**

**17. EXPANDED INTERCONNECTION SERVICES** - (Cont'd)

**17.14 Expanded Interconnection Service Alternatives** – (Cont'd)

**17.14.1 Competitive Alternate Transport Terminal (CATT) Arrangement** – (Cont'd)

(H) Rates and Charges - (Cont'd)

(2) Engineering and Implementation Fee

| (USOC) | Nonrecurring Charge (NRBAH) | |
|---|---|---|
| State | | |
| | | (D) |
| | | (D) |
| Virginia | $1030.46 | (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** - (Cont'd)

**17.14** **Expanded Interconnection Service Alternatives** – (Cont'd)

**17.14.1** **Competitive Alternate Transport Terminal (CATT) Arrangement** – (Cont'd)

(H) Rates and Charges - (Cont'd)

(3) Relay Rack Space – Per Splice Tray

| State | Monthly Charge (USOC) | |
|---|---|---|
| Virginia | $17.84 | (D) (D) (T) |

**ACCESS SERVICE**

**17.** **EXPANDED INTERCONNECTION SERVICES** - (Cont'd)

**17.14** **Expanded Interconnection Service Alternatives** – (Cont'd)

**17.14.1** **Competitive Alternate Transport Terminal (CATT) Arrangement** – (Cont'd)

(H) Rates and Charges (Cont'd)

(4) Cable Rack Space, Per Innerduct Foot

| (USOC) | Monthly Charge, (C1FHB) | |
|---|---|---|
| State | | |
| | | (D) |
| | | (D) |
| Virginia | $0.01 | (T) |