

EXPANDED INTERCONNECTION SERVICES

17.1 Service Description

- 17.1.1 Expanded Interconnection Service (EIS) provides customers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers at the Telephone Company wire centers and interconnect those facilities with facilities of the Telephone Company. EIS will be provided in Telephone Company wire centers listed in this section and in accordance with Sections 64.1401 and 64.1402 of the FCC Rules and Regulations in 47 C.F.R. EIS for Special Access is available in all end offices, serving wire centers and remote nodes used as rating points for Special Access. (C)

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.

17.2 Provision of EIS17.2.1 General

- (A) EIS will provided as Virtual EIS where the interconnection with Telephone Company facilities occurs outside the wire center in a manhole or other similar location.
- (B) EIS arrangements are available for DS1 (1.544 Mbps) and DS3 (44.735 Mbps) Special Access transmission facilities and terminating equipment to Telephone Company wire center facilities in or near Telephone Company buildings.
- (C) EIS will be available for microwave transmission on a case by case basis where reasonably feasible. EIS is not available on non-fiber optic cable facilities.
- (D) Customer provided facilities and equipment are subject to the terms, conditions, and rates specified in this tariff.
- (E) (Reserved for Future Use)

- (F) The Telephone Company is not responsible for the design, engineering or performance of the customer's equipment, customer designated termination equipment and customer provided facilities for virtual EIS. (C)

- (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 to construct additions to existing wire centers to satisfy a customer request. (C)

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.

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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, including an Application Form.
- (D) The Telephone Company will provide at least two separate points of entry to the wire center 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 terminating equipment by establishing a contact point with GTE supply.

17.2.3 Rights of the Telephone Company

- (A) The Telephone Company retains ownership of wire center 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) (Reserved for Future Use)
- (D) (Reserved for Future Use)
- (E) (Reserved for Future Use)
- (F) (Reserved for Future Use)
- (G) The Telephone Company reserves for itself and its successors and assignees, the right to utilize the wire center(s) space in such a manner as will best enable it to fulfill Telephone Company's service requirements.

(C)

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17.2 Provision of EIS (Cont'd)17.2.3 Rights of the Telephone Company (Cont'd)

- (H) The 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. (C)

17.3 Obligations of the Customer17.3.1 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.
- (B) The customer will be responsible for costs incurred by the Telephone Company for installation or maintenance of customer designated 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.
- (D) (Reserved for Future Use) (C)
- (E) (Reserved for Future Use)
- (F) (Reserved for Future Use)
- (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) (Reserved for Future Use) (C)
- (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 equipment, manholes, property and facilities. (C)

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17.3 Obligations of the Customer (Cont'd)17.3.1 Responsibility of the Customer (Cont'd)

- (J) The customer is responsible for the purchase and delivery of customer designated termination equipment to be installed in the Telephone Company wire center for virtual EIS. The customer will sell the customer designated termination equipment to the Telephone Company for one dollar (\$1.00) at the time the equipment is delivered to the wire center where it is to be installed. Upon termination of virtual EIS, the customer will purchase the customer designated termination equipment from the Telephone Company for one dollar (\$1.00).

17.3.2 (Reserved for Future Use)

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17.3.3 Limitations

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

17.3.4 Mechanic's or Materialmen's Liens

The customer shall not permit to be placed upon the wire center 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.

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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's equipment to the Telephone Company's facilities; provided, however, that the customer shall not be obligated to hold in confidence information that: (C)

- (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 owned equipment or customer designated termination equipment in the Telephone Company wire center. (C)
- (B) (Reserved for Future Use)
- (C) The customer is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.
- (D) 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. (C)

17.4 Discontinuance of Service17.4.1 General

- (A) (Reserved for Future Use) (C)

(C) Indicates Change

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17.4 Discontinuance of Service (Cont'd)17.4.1 General (Cont'd)

- (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 2.2.2(B).
- (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. The Telephone Company will work with the customer to coordinate return of the equipment to the

customer.

17.5 Ordering Options for EIS

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17.5 Ordering Options for EIS (Cont'd)17.5.1 Bona Fide Request for Virtual EIS for Non-Tariffed Locations or Equipment

- (A) Customers requesting EIS for a location or for equipment not appearing in 17.10 will be required to initiate a bona fide request for each wire center. Submission of an Application Form and \$2500 is considered a bona fide request.
- (B) Customers initiating a bona fide request must have the capability of terminating their transmission facilities at the Telephone Company wire center within a reasonable period of time, not to exceed 6 months from the date the request is initiated.
- (C) Customers initiating a bona fide request shall be required to submit \$2500 for each wire center, which will be applied toward the Engineering/ Installation Fee to perform a preconstruction verification of the available conduit space or preliminary rate for equipment installation, training and maintenance.
- (D) The customer must complete the Application Form, providing all required information before the Telephone Company will begin work on the request. The customer will be required to provide information such as, wire center location, number and type of terminations, power requirements, type of equipment, etc.
- (E) Within 10 days from receipt of the completed request form, the Telephone Company will verbally notify the customer if conduit space is available. If space is not available, the customer will be notified in writing.
- (F) If existing conduit space is not available, or the customer cancels the request within 10 days, the Telephone Company will refund the \$2500 to the customer. The Telephone Company will not make any refund after notification of availability of space.
- (G) Tariff revisions to add a wire center will be filed no later than 45 days from receipt of the original request to be effective when approved by the Commission.
- (H) Upon receipt of a bona fide request, the Telephone company will advise the customer within 30 days the rates for engineering, installation and maintenance of the customer designated equipment, which is purchased by GTE from the customer. Upon acceptance by the customer, tariff revisions will be filed to be effective when approved by the Commission. (C)
- (I) The Telephone Company will not begin necessary modifications to the wire center until after the tariff becomes effective and an ASR is received. The customer must submit the balance of the Engineering/Installation Fee with the ASR.

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 which will be applied toward the Engineering/Installation Fee. The customer will be required to provide information such as, wire center 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.

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17.5 Ordering Options for EIS (Cont'd)17.5.2 Virtual EIS Service (Cont'd)

- (B) Upon receipt of the \$2500 fee, the Telephone Company will initiate a search of engineering records, an inspection of 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 location and 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.

17.5.4 (Reserved for Future Use)

17.5.5 Other Technologies

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

17.6 (Reserved for Future Use)

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17.6 (Reserved for Future Use)

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17.7 (Reserved for Future Use)

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17.7 (Reserved for Future Use) (Cont'd)

(C)

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17.7 (Reserved for Future Use) (Cont'd)

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17.7 (Reserved for Future Use) (Cont'd)

(C)

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17.7 (Reserved for Future Use) (Cont'd)

(C)

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17.7 (Reserved for Future Use) (Cont'd)

(C)

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17.8 Virtual EIS17.8.1 Availability of Service

- (A) Virtual EIS will be available to customers at all wire centers except as set forth following where the FCC has granted exemption of wire centers where insufficient space or other conditions prohibit the provision of EIS.

(Reserved for Future Use)

- (B) Virtual EIS provides the means to interconnect, through an optical channel interface, to specified intrastate 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, 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 intrastate 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 to be used as interconnection points for customer's facilities.

- (E) None of the provisions of Section 17.5.3 apply or extend to any patron of the customer purchasing virtual EIS from the Telephone Company.

17.8.2 Obligations of the Customer

- (A) When ordering virtual EIS, the customer shall designate the type of wire center and the type of transmission equipment dedicated to its use. The customer may specify equipment which may be different from the equipment normally used by the Telephone Company to provide intrastate 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 initiating a request for maintenance of customer's facilities and termination equipment.
- (D) The customer is responsible for costs associated with training Telephone Company employees to in: and maintain equipment other than equipment normally used by the Telephone Company.
- (E) The Telephone Company and the customer will work cooperatively to determine proper equipment and facilities requirements.

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17.8 Virtual EIS (Cont'd)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 customer designated equipment.

Where the Telephone Company does not use contractors, customer designated equipment and customer provided facilities used in the provision of virtual 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 as its own equipment.

17.8.4 Customer Terminating Equipment Requirements

- (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 wire center 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
- (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 his fiber optic cable to the wire center 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.
- (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. This may be shared conduit with dedicated inner duct. The customer shall not be permitted to reserve wire center 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 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 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 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.

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17.8 Virtual EIS (Cont'd)17.8.4 Customer Terminating Equipment Requirements (Cont'd)

(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's maintenance window time period.

(I) All equipment installed within the Telephone Company wire center facilities shall meet standard requirements,

(C)
|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 Special Access Service ordered, as specified in Section 5 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

(C)

Monthly rates are recurring charges that apply each month or fraction thereof that an EIS is provided. Monthly rates for EIS will commence upon completion of the customer's partitioned space, irrespective of when the Special Access service is connected.

(1) (Reserved for Future Use)

(C)

(2) Cable Space Charge

The Cable Space Charge is a monthly recurring charge, applied per cable, associated with the space within the conduit, riser, cable racks, manhole and cable vault which the customer's cable occupies.

(3) (Reserved for Future Use)

(C)

(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.

(5) Power Equipment

(C)

The Power Equipment charge is a monthly recurring charge applicable to Virtual EIS arrangements for costs associated with power equipment provided by the Telephone Company, including but not limited to cabling, fuse panels, power and floor space. this charge is dependent upon the type of customer designated equipment. This charge applies for each 20 Amp increment of power.

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17.9 Rate Regulations (Cont'd)

17.9.1 Types of Rates and Charges (Cont'd)

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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) (Reserved for Future Use)

(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, per cable terminated.

(3) (Reserved for Future Use)

(C)

(4) (Reserved for Future Use)

EXPANDED INTERCONNECTION SERVICES

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. Separate charges apply for the installation of the base unit and each DS1 or DS3 card.

(6) Training

(C)

The Training Charge is associated with the costs incurred by the Telephone Company to train Telephone Company personnel on equipment that the Telephone Company does not use in normal operations within the requested central office for the provision of virtual EIS. The interconnecting customer will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials. The technicians training time will be based on labor rates as set forth in Section 6.2(G) and will be billed per hour or fraction thereof. When travel is required, travel expenses associated with training will be charged to the interconnecting customer based directly on ticket stubs and/or receipts.

(7) Power Equipment Installation

The Power Equipment Installation Charge is associated with equipment used by the Telephone Company to provide the power supply for virtual EIS arrangements. This charge applies for each 20 AMP increment of power installed.

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.

(C)

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17.10 Virtual EIS Rates and Charges17.10.1 Cable Space and Cable Pull

<u>Wire center</u>	<u>Monthly Charge</u> <u>Per Cable Space</u>	<u>Nonrecurring Charge</u> <u>Per Cable Pull</u>
Erie-Main 20 E. 10th Erie ERIEPAXMDSO	\$19.82	\$1,085.00
York-Main 31 S. Beaver St. York YORKPAXMDSO	19.53	1,103.00

17.10.2 Equipment Rates and ChargesMonthly Charges

Power Equipment*,
Per 20 Amps of Power \$220.80

Maintenance*,
Per Termination 199.19

Nonrecurring Charges

Engineering/Installation Fee,
Per base module

OCI	\$3,309.72
90 Mbps	\$3,309.72
OC3	3,771.48
OC12	4,233.24
OC24	4,861.82
OC48	5,490.40
NGDLC	5,490.40

Engineering/Installation Fee,
Per card installed

OCI DS1	\$194.98
DS3	433.64
90 Mbps DS1	194.98
DS3	433.60
OC3 DS1	194.98
DS3 433.60	
OC12 DS3	433.60
OC24 DS3	433.60
OC48 DS3	433.60
NGDLC DSO	97.49
DS1	194.98
DS3	433.60

Power Equipment Installation,
Per 20 Amps of power 2,001.40

*Pursuant to the FCC Common Carrier Bureau Order, CC Docket No. 94-97 (DA94-1421), released December 9, 1994, these rate elements are adjusted by applying the following Rate Adjustment Factor (RAF) specified below.

<u>RAF</u>	
Power Equipment.....	0.68
Maintenance.....	0.75

(C) Indicates Change
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17.11 Physical EIS Rates and Charges

(Reserved for Future Use)