

ACCESS SERVICE

15. Expanded Interconnection Service

15.1 General

Expanded Interconnection is a service which allows customers to interconnect with Telephone Company Special Access and/or Switched Access facilities at Telephone Company locations. The Telephone Company location may be a wire center, a central office, or a tandem switch. Where space permits, the customer's transmission equipment will be physically located in the Telephone Company location, as long as the following rules are met:

- (A) When local service is available for use with the customer's own equipment, that equipment must not interfere with any Company service. It must not endanger the safety of Company employees or the public and must not change, damage or interfere with the operation of Company equipment. If told that his/her equipment is causing or might cause any hazard of interference, the customer must make the necessary changes to eliminate the hazard. The customer must also pay for any Company visits needed to detect trouble in his/her equipment.
- (B) The customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities, against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (C) When a customer elects to provide his/her own communications system, the customer must provide all station apparatus and associated wiring which are part of the system and which are located on the same premises as the system.
- (D) Key telephone systems are defined as station apparatus, station wiring, controlling equipment and intercommunicating paths. When a customer elects to provide his/her own key telephone system, the customer must provide all of these components.

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15. Expanded Interconnection Service (Cont'd)

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15.1 General (Cont'd)

- (E) On the basis of negotiations between the customer and the Company and when agreed to in writing, and not otherwise, access to and control of the local exchange and message toll telecommunications network by computer may be permitted, subject to the following considerations:
 - (1) existing load conditions of the serving central office and its ability to accept computer originated traffic without injurious effect to existing and contemplated services;
 - (2) the recycle time of the computer for originating traffic;
 - (3) the use of "ground start" circuits only for such access; and
 - (4) other considerations which may, from time to time, be deemed of sufficient importance
- (F) The Company may require full payment by the customer all sums owed to the Company before providing interconnection service. This may include reimbursement for loss or damage to telephone facilities as provided in Section 1, periodic charges for facilities and service, termination charges, installation charges, minimum charges or otherwise.
- (G) The customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of customer owned and maintained equipment.
- (H) The Company has no responsibility for installing, operating, or maintaining any customer owned equipment or for the through transmission of signals or for the quality of or defects in signals sent or received by that equipment.
- (I) The Company is not responsible for damages for mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failures or defects in facilities, except those caused by the Company's failure to furnish, maintain and operate properly facilities suitable for ordinary telephone service.

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15. Expanded Interconnection Service (cont'd)

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15.1 General (cont'd)

- (J) The Company does not test, certify, or inspect customer owned equipment except as needed for its own purposes. In the absence of gross negligence or willful misconduct, the Company is not liable for personal injury or death or for property damage alleged to have resulted from the Company's failure to certify or inspect customer owned equipment.
- (K) The Company will not give credit for interrupted service which is the result of failure of customer owned equipment.
- (L) The Company is not responsible to the customer if the customer's equipment becomes obsolete or requires modification due to changes in the Company's facilities, operations, or procedures or changes in its Tariff.
- (M) The Company is not liable for damages or injuries from mistake, omissions, interruptions, delays, errors, or defects in transmission. This includes property damage or personal injury from voltages or currents transmitted over the Company's facilities which are either caused by or not prevented by customer owned equipment but which would have been prevented by Company owned equipment.
- (N) The signal from customer-owned terminal equipment must meet the minimum network protection criteria outlined in Part 68 of the Federal Communications Commission Rules and Regulations.
- (O) If a customer violates these regulations, the Company may take immediate action, including disconnecting service. The customer must stop using the equipment or correct the violation immediately. If violations continue, service may be permanently terminated.

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15.2 Service Description

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Expanded Interconnection service provides for the interconnection of Company provided link, interoffice transmission, or switched access facilities with customer-owned facilities. An interconnector is a customer who provides fiberoptic facilities through Telephone Company entrance manholes for connection to interconnector equipment located in the Telephone Company location. If space constraints prohibit the physical location of interconnector equipment, the Company will designate the nearest connection point to the Company's location for connection to the interconnector's equipment and facilities.

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15. Expanded Interconnection Service (Cont'd)

15.2 Service Description (Cont'd)

The Company will provide interconnection for 1.544 Mbps (DS1) service or 45 Mbps (DS3) service. The interconnector may connect to any Telephone Company service compatible with a DS3 or DS1 interface.

The Company will provide two points of entry to interconnection in those locations where the Company utilizes two points of entry for its own services.

This service is subject to the availability of space and facilities in each location where a bona fide request for Expanded Interconnection has been received.

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15.3 Methods of Interconnecting

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(A) Connection of Customer Provided Data and Ancillary Equipment

(1) Customer provided data and ancillary equipment may be connected at the customer's premises to facilities furnished by the Company for exchange and message toll communications service subject to the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations and may remain so connected while continually satisfying the requirements of those Rules and Regulations. All connections of customer provided data equipment pursuant to Part 68 Rules shall be made through a standard data jack or a data access arrangement; all connections of customer provided ancillary equipment pursuant to Part 68 Rules shall be made through a standard jack furnished by the Company.

(2) All combinations of customer provided data and ancillary equipment shall not cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment, his calling or called party.

(3) A customer shall notify the Company of each line to which such equipment is to be connected in advance of such connection and shall notify the Company when such equipment is permanently disconnected. Such notification shall include information sufficient to identify the equipment being connected.

(4) The maintenance charge shown later in this section applies to equipment connection in accordance with these provisions.

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15. Expanded Interconnection Service (Cont'd)15.3 Methods of Interconnecting (Cont'd)

- (B) Connection of Customer Provided Non-Key Telephone(s), Station Wire and Protective Circuitry
- (1) Customer provided registered or "grandfathered" non-key telephones as well as registered or "grandfathered" protective circuitry for use with or inclusion in private branch exchange and key telephone systems may be connected, at the customer's premise, to facilities furnished by the Company for exchange and message toll telecommunications service subject to the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations and may remain so connected while continually satisfying the requirements of those Rules and Regulations. Customer provided certified or "grandfathered" non-key telephones as well as certified or "grandfathered" protective circuitry for use with or inclusion in private branch exchange and key telephone systems by be connected, at the customer's premise, to facilities furnished by the Company for exchange and message toll telecommunications service. The term "grandfathered" refers to equipment which appears on lists of "Grandfathered" Telephone Terminal Equipment, issued by the Federal Communications Commission or on other lists which the Public Service Commission may approve. All connections of equipment shall be made through a standard jack.
 - (2) All customer provided non-key telephone(s), protective circuitry or customer provided station wire and combinations thereof shall not cause electrical hazards to the Company personnel, damage to the Company's equipment, malfunction of the Company's billing equipment or degradation of service to persons other than the user of subject telephone(s) and station wire, his calling or called party.
 - (3) A customer shall notify the Company of each line to which such telephone(s) or protective circuitry is to be connected in advance of such connections, whether customer provided station wire is being utilized, and shall notify the Company when such equipment and any such station wire is permanently disconnected. Such notification shall include information sufficient to identify the telephone(s), protective circuitry or station wire being connected.

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15. Expanded Interconnection Service (Cont'd)

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15.3 Methods of Interconnecting (Cont'd)

(B) Connection of Customer Provided Non-Key Telephone(s), Station Wire and Protective Circuitry (cont'd)

(4) The customer provided non-key telephone(s) shall comply with applicable regulations of the Federal Communications Commission. Customer provided station wire shall comply with the standards on file with the New York State Public Service Commission. Such standards shall be available for public review at the Company's Business Offices and the offices of the New York State Public Service Commission in Albany, New York. Copies of these standards are available from the Company on written request.

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15.4 Terms and Conditions

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- (A) Subject to availability of space, this service will be provided to interconnectors on a first come, first served basis. Upon receipt of a bona fide request from an interconnector for interconnection in a Telephone Company location, the Telephone Company will survey the site to determine which form of interconnection is available in that particular location. The survey and its results will be communicated to the interconnector in a reasonable time frame.
- (B) The minimum floor space allocated per interconnector will be 100 square feet. Additional space may be requested on an as needed basis and will be made available where feasible. Additional space in increments of 20 square feet will be made available on an as needed basis where space permits.
- (C) The Telephone Company will permit the interconnector to establish a partitioned space at the Telephone Company location. The partitioned space will be the location where the interconnector's equipment is located within the Telephone Company location.

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15. Expanded Interconnection Service (Cont'd)

15.4 Terms and Conditions (Cont'd)

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- (D) All interconnector's equipment to be installed in a Telephone Company location must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements and the Telephone Company central office safety, environmental, and transmission standards in effect at the time of equipment installation. The Telephone Company will provide the interconnector with its current environmental and transmission standards upon request.
- (E) The Telephone Company will designate the floor space within each location which will constitute the partitioned space. The Telephone Company may enclose the partitioned space in a cage or room.
- (F) In addition to the floor space, the Telephone Company will provide DC power, battery and generator back-up power, and environmental support to the interconnector's equipment in the same manner that it provides such support items to its own equipment at that location. Terms, conditions, and rates for these services will be specified in individual agreements between the Telephone Company and the interconnector on an office-by-office basis. Recurring rates for these services may be found in Section 17.8, following.
- (G) The Telephone Company will permit the interconnector's employees, agents, and contractors approved by the Telephone Company (such approval will not be unreasonably withheld) to have access to the areas where the interconnector's partitioned space is located at all times, provided that the interconnector's employees, agents, and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety, and security.

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15. Expanded Interconnection Service (Cont'd)

15.4 Terms and Conditions (Cont'd)

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- (H) The interconnector will be responsible for installing, maintaining, repairing, and servicing its equipment located in the partitioned space.
- (I) The Telephone Company will designate DSX panels or distribution blocks as the point of terminating (POT) within each Telephone Company location as the point of physical demarcation between the interconnector's services and the Telephone Company's services. The Telephone Company will be responsible for all maintenance and related activities on the Telephone Company side of the POT.
- (J) The interconnector will be responsible for any charges for extraordinary non-recurring work required in association with the establishment or expansion of Expanded Interconnection service.
- (K) When an Other Network Provider orders Expanded Interconnection service from the Telephone Company, the Telephone Company will have the right to obtain comparable interconnection at ONP locations.
- (L) The Telephone Company will permit a customer to place switching equipment at Telephone Company locations subject to 15.3(B). In the event that space does not permit placement of switching equipment at Telephone Company Locations, the Company will offer comparably efficient interconnection for those carriers who must place equipment outside of the Company's offices.

15.5 Rate Elements

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- (A) A cross-connect charge will be charged on a monthly basis to recover the costs of the facilities and equipment required for the cable connection from the Telephone Company distribution frame to the central office electronic equipment owned by the interconnector. Cross-connect rates may be found in Section 17.8, following.

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15. Expanded Interconnection Service (Cont'd)

15.5 Rate Elements (Cont'd)

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- (B) Upon ordering Expanded Interconnection service, the customer will be billed an application fee for the service. The application fee will be applied to the design and construction fee charged by the Telephone Company, as set forth in the agreement between the Telephone Company and the interconnector, for establishing the Expanded Interconnection service. If the design and construction fee is greater than the application fee, the customer will be billed for the remaining costs. If the design and construction fee is less than the application fee, the Telephone Company will refund the difference to the customer. The application fee rate may be found in Section 17.8, following.
- (C) All additional charges applicable to interconnectors will be identified in the agreement between the Telephone Company and each interconnector. Such charges will include, among other things, reasonable charges for the collocated space. Rates for such charges will be developed on an office-by-office basis and filed in Section 17.8 of this tariff as service is requested.