

TC Systems, Inc.
P.S.C. No. 7 -- Telephone
Access Services
Effective Date: September 21, 2012

Section 5
Leaf No. 1
Revision: 1
Superseding Revision: 0

SECTION 5 – PORT TERMINATION

5.1 General

- 5.1.1 A Local Exchange Company (“LEC”) must obtain, and the Company shall provide, DS1 or DS3 port terminations for the termination of all Interconnection Traffic. The charges for port termination are set forth in Section 5 of the Price List. (T)
- 5.1.2 A LEC shall obtain interconnection with the Company pursuant to the methods set forth in its Interconnection Agreement between the Company and LEC. If such methods include LEC placement of its equipment in a Company Central Office (“CO”), then to implement that option the LEC must request a Space License pursuant to the terms set forth in this tariff. Upon such request, the Company, at its sole discretion, may license a LEC to situate its equipment in the Company CO and to utilize the Company site support services in the Company CO such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering Interconnection Traffic to the Company for completion in accordance with this tariff, and the effective Interconnection Agreement between the Company and LEC. Such licenses and site support services are referred to herein collectively as a “Space License.” (T)
(T)
(T)
(T)
(T)
(T)
- 5.1.3 A Space License is available solely to LECs which currently have in place an interconnection agreement with the Company that includes provisions for placement of its equipment in the Company's CO and has been filed with and approved by the New York State Public Service Commission. (T)
(T)
- 5.1.4 The only allowable network interfaces under a Space License are DS1 and DS3.
- 5.1.5 Space Licenses are available at the Company's sole discretion and are further subject to the availability of space and site support services in each Company CO. To establish a Space License, the LEC must provide requested information to support new space and site support services or to provide additional capacity for existing arrangements. (T)
(T)
- A. Among the information to be provided, the LEC must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively “Licensed Facilities”). The space in the Company's CO in which LEC's equipment is or is to be located is referred to herein as the “Licensed Space.” (T)
- B. The LEC is responsible for the installation of Licensed Facilities in accordance with the Company's installation processes and procedures. (T)
- C. If the LEC desires to modify its request, prior to notification from the Company regarding availability, LEC may do so by requesting that the Company cancel the original request, and providing a new request to the Company to process. (T)
(T)
- 5.1.6 Following receipt of the request, the Company will determine whether there is sufficient Company CO space and site support services to meet the LEC request. The Company will notify the LEC in writing whether there is sufficient Company CO space available for each such request. (T)
(T)
- 5.1.7 Upon receiving written notification of the availability of Company CO space from the Company, the LEC will provide written verification that it still requires such Company CO space. This written notification is the LEC's firm order for each Company CO space requested, and will constitute an executed Space License under the terms of this tariff. (T)
(T)

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SECTION 5 – PORT TERMINATION

5.1 General (Cont'd)

- 5.1.8 Notwithstanding Sections 5.1.5, and 5.1.6, if LEC has located equipment in a Company CO for the purpose of providing Company exchange access service and such equipment has spare capacity, then the Company may specify that the spare capacity of such equipment be used to deliver Interconnection Traffic before additional equipment is installed under the terms set forth in this tariff and the effective IC Agreement between the Company and LEC. (T)
- 5.1.9 The Company agrees to provide site support services as follows: (T)
- A. The Company will design, engineer, furnish, install, and maintain cable racks for LEC's use. (T)
 - B. The Company will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which the Company will supply DC power to LEC. (T)
 - C. The Company will provide common use convenience outlets (120V) as required for test equipment, etc. within Licensed Space. (T)
 - D. The Company will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that the Company maintains for its own similar equipment. (T)
- 5.1.10 The Company will specify the location and dimensions of the Licensed Space and at its sole discretion will specify any physical or space separation requirements. (T)
- 5.1.11 LEC will use the Space Licenses solely for the purpose of delivering its Interconnection Traffic to the Company, so that the Company may complete such calls. (T)
- 5.1.12 Upon reasonable advance notice and for the limited purpose of performing work for which LEC is responsible, the Company licenses LEC to enter and exit the Licensed Space through portions of the Company's CO as designated by the Company. Unless a service outage is occurring or appears to be imminent, LEC shall perform its work in the Company's CO during regular business hours as designated from time to time by the Company. (T)
- 5.1.13 LEC shall either furnish to the Company, and keep current, a written list of all LEC's employees and Company approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which the Company can use to verify the authority of such persons. LEC shall also furnish to the Company, and keep current, samples of the identifying credentials to be carried by such persons. The Company will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. LEC hereby releases the Company, the Company's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom the Company has admitted in good faith to the Company's CO. (T)
- 5.1.14 While in the Company's CO, employees of LEC and its contractors must comply at all times with the Company's security and safety procedures and requirements. The Company may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with the Company's procedures and requirements after being notified of them. (T)
- 5.1.15 LEC will be responsible for selecting its contractors and causing their compliance with this tariff. (T)

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SECTION 5 – PORT TERMINATION

5.1 General (Cont'd)

- 5.1.16 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around the Company's CO. (T)
- 5.1.17 LEC's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in the Company's sole judgment, might cause damage to or otherwise interfere with the Company's operations. The Company reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of the Company (and its affiliates, vendors, and customers). (T)
- 5.1.18 In addition to the Licensed Facilities, LEC may bring into the Licensed Space the small tools and portable test equipment needed for the work for which LEC is responsible. LEC will be responsible for the care and safeguarding of all such items. LEC may not bring any other items into the Company's CO without the Company's prior written consent. In particular, and without limiting the foregoing, LEC may not bring into the Company's CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items. (T)
- 5.1.19 The Company and its designees may inspect or observe the Licensed Space, the space designated by the Company for LEC transmission cable, the Licensed Facilities, and any work performed by or behalf of the LEC in the Company's CO, at any time. If the Licensed Space is surrounded by a security enclosure, LEC shall furnish the Company with all mechanisms and information needed for entry to the Licensed Space. (T)
- 5.1.20 The Company and LEC intend that the Licensed Facilities, whether or not physically affixed to the Company's CO, shall not be construed to be fixtures. LEC (or the lessor of LEC equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities. (T)
- 5.1.21 LEC agrees not to sell, convey, or lease LEC transmission cable under any circumstances, except for a conveyance of LEC transmission cable to the Company upon termination of the applicable Space License. LEC further agrees not to cause, suffer, or permit LEC transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by LEC or any act or omission of LEC. If LEC transmission cable becomes so encumbered, LEC agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance. (T)
- 5.1.22 The licenses granted are non-exclusive personal privileges allowing LEC to situate the Licensed Facilities in the locations indicated by the Company. These licenses and the payments by LEC do not create or vest in LEC (or in any other person) any property right or interest of any nature in any part of the Company's CO. (T)
- 5.1.23 The licenses granted to LEC shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any Company CO; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof. (T)

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SECTION 5 – PORT TERMINATION

5.1 General (Cont'd)

- 5.1.24 The Company may relocate the licensed space, or the Company's CO, or both upon thirty (30) days prior written notice to LEC. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is the Company's responsibility and is performed by the Company will be without charge to LEC. The Company will reimburse LEC for the reasonable cost of such relocation work performed by LEC, and the Company will provide at its own expense any additional or replacement cable racks and LEC transmission cable needed to accommodate the relocation of the installation. The Company and LEC will work together in good faith to minimize any disruption of service in connection with such relocation. (T)
- 5.1.25 Licensed Facilities will be furnished, installed and maintained in accordance with the following:
- A. LEC agrees to furnish and install all Licensed Facilities. (T)
 - B. LEC agrees to comply with specifications and processes furnished by the Company for installation performed by LEC. (T)
 - C. LEC agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in LEC's frame to the designated Company power source. LEC will distribute the power among its equipment within the Licensed Space. (T)
 - D. LEC agrees to maintain in good working order all LEC equipment in Licensed Space. The Company agrees to repair LEC transmission cable. LEC is not permitted to repair installed LEC transmission cable in order to avoid possible harm to other transmission cables. LEC shall not engage in any work outside the Licensed Space without the Company's prior written consent. (T)
 - E. LEC may use contractors to perform installation and maintenance for which LEC is responsible. The Company consents to use of those contractors listed on a then current Company approved list of LEC submitted contractors. Use of any other contractors shall require the Company's prior written consent. (T)
 - F. LEC may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If LEC chooses to install its equipment in locked cabinets, LEC shall leave the appropriate keys with the Company and agrees to allow the Company the right of entry to such cabinets. (T)
- 5.1.26 Under the Space Licenses, the Company performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by the Company, and provides no maintenance for any LEC equipment in Licensed Space. The Company warrants that the services provided will be performed in a workmanlike manner and in accordance with the Company's technical specifications and that the incidental material provided by the Company shall be free from defects. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (T)

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SECTION 5 – PORT TERMINATION

5.1 General (Cont'd)

- 5.1.27 In addition to any other rights or remedies that the Company may have, the Company may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure: (T)
- A. LEC fails to pay charges due or fails to comply with any of the terms or conditions of this tariff or the effective Interconnection Agreement between the Company and LEC. (T)
 - B. LEC fails to utilize the Licensed Space or Licensed Facilities for the authorized purpose described in this tariff or the effective Interconnection Agreement between the Company and LEC. (T)
 - C. LEC fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this tariff or the effective Interconnection Agreement between the Company and LEC. (T)
 - D. LEC uses the Licensed Space or Licensed Facilities in a manner that interferes with the services of one or more customers of the Company, or interferes with the Licensed Space or Licensed Facilities of another LEC, or otherwise interferes with the Company's operation of its space or network. (T)
 - E. The Interconnection Agreement expires, is nullified, is terminated, is voided by operation of law or by decree of a Court or the PSC, or otherwise becomes ineffective. (T)
- 5.1.28 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- A. Within thirty (30) days after termination of a Space License, LEC will, at its sole expense, remove all LEC equipment in Licensed Space and restore the Licensed Space to its previous condition, normal wear and tear excepted. If LEC fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, the Company may, at its option, upon ten (10) days written notice to LEC, perform the removal and restoration at LEC's sole risk and expense. (T)
 - B. Because removal of installed LEC transmission cable may cause damage to other cables or fiber, LEC agrees to relinquish its transmission cable to the Company in lieu of removal. Upon termination of the applicable Space License, all LEC transmission cable will be automatically conveyed to the Company, thereby becoming the property of the Company, free of any interest or lien of any kind by LEC (or by any person claiming through LEC). At the Company's request, LEC will promptly execute and deliver to the Company a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of LEC transmission cable to the Company. (T)
 - C. If no monies are owed by LEC to the Company, under this tariff or the effective Interconnection Agreement between the Company and LEC, the Company agrees to deliver such removed equipment to LEC's last known business address or to a domestic location designated by LEC, at LEC's sole risk and expense. If monies are so owed, LEC agrees that the Company may either take ownership free of any interest or lien by LEC (or those claiming through LEC) or treat such equipment as abandoned by LEC. (T)