



McNees

Wallace & Nurick, LLC

RECEIVED
2018 SEP 27 PM 4:04

100 Pine Street • PO Box 1166 • Harrisburg, PA 17108-1166
Tel: 717.232.8000 • Fax: 717.237.5300

PA PUC
SECRETARY'S BUREAU
FRONT DESK

Pamela C. Polacek
Direct Dial: 717.237.5368
Direct Fax: 717.260.1736
ppolacek@mcneeslaw.com

September 27, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA HAND DELIVERY

Re: PETITION OF TRI-CO CONNECTIONS, LLC, FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE COMMONWEALTH OF PENNSYLVANIA; DOCKET NO. P-2018-_____

Dear Secretary Chiavetta:

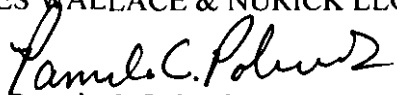
Enclosed for filing with the Pennsylvania Public Utility Commission is Tri-Co Connections, LLC's ("Tri-Co"), Petition for designation as an eligible telecommunications carrier ("ETC") in the Commonwealth of Pennsylvania.

Pursuant to the Federal Communications Commission's ("FCC") Connect America Fund ("CAF") Phase II auction rules and procedures, Tri-Co must obtain ETC designation by February 25, 2019. Tri-Co requests concurrent consideration and approval of the Petition with Tri-Co's Application for authority to operate in the Commonwealth as a Competitive Local Exchange Carrier, detariffed Interexchange Facilities-based carrier, and Switched Access Provider on an expedited basis so that Tri-Co will meet the FCC's February 25, 2019, deadline. Tri-Co's Application does not yet have assigned dockets, so Tri-Co has enclosed a copy of that Application in this Petition as **Exhibit 4**.

Please date stamp the extra copy of this transmittal letter and Petition, and kindly return them for our filing purposes. If you have any questions concerning this matter, please contact the undersigned. Thank you.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 
Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

Enclosures

c: Certificate of Service
Ms. Erin Laudenslager, Bureau of Technical Utility Services (via Email)

www.McNeesLaw.com

Harrisburg, PA • Lancaster, PA • Scranton, PA • State College, PA • Columbus, OH • Frederick, MD • Washington, DC

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
2018 SEP 27 PM 4: 04

PETITION OF TRI-CO CONNECTIONS,
LLC, FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN
THE COMMONWEALTH OF
PENNSYLVANIA

:
:
:
: DOCKET NO. P-2018-
:
:
:
:

PA PUC
SECRETARY'S BUREAU
FRONT DESK

PETITION OF TRI-CO CONNECTIONS, LLC,
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER
IN THE COMMONWEALTH OF PENNSYLVANIA

EXPEDITED TREATMENT REQUESTED
DECISION REQUESTED BY FEBRUARY 25, 2019

Pamela C. Polacek (Pa. I.D. No. 78276)
Alessandra L. Hylander (Pa. I.D. No. 320967)
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
ppolacek@mcneeslaw.com
ahylander@mcneeslaw.com

Counsel to Tri-Co Connections, LLC

Dated: September 27, 2018

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	2
II. TRI-CO MEETS THE REQUIREMENTS FOR ETC DESIGNATION UNDER SECTION 214(e) OF THE FEDERAL ACT AND SECTION 54.201(d) OF THE FCC'S RULES	6
A. Tri-Co Is a Common Carrier.....	6
B. Tri-Co Will Provide the Services Supported by Federal Universal Service.....	7
C. Tri-Co Will Advertise the Availability of the Supported Services and the Relevant Charges Using Media of General Distribution	9
III. TRI-CO MEETS THE ADDITIONAL REQUIREMENTS FOR ETC DESIGNATION UNDER SECTIONS 54.202, 54.203, 54.205, AND 54.207 OF THE FCC'S RULES.....	10
A. Tri-Co Will Comply with the Service Requirements Applicable to the Support that it Receives	11
B. Tri-Co Will Remain Functional in Emergency Situations.....	12
C. Tri-Co Will Satisfy Applicable Consumer Protection and Service Quality Standards.....	13
D. Tri-Co Submits That 47 C.F.R. § 202(a)(4) is Inapplicable.	13
E. Tri-Co Submits That 47 C.F.R. § 202(a)(5) is Inapplicable.	14
F. Tri-Co Submits That 47 C.F.R. § 202(a)(6) is Inapplicable.	14
G. Tri-Co Submits That 47 C.F.R. § 54.202(b) is Inapplicable.....	14
H. Tri-Co Submits That 47 C.F.R. § 54.202(c) is Inapplicable.....	15
I. Tri-Co Submits That 47 C.F.R. § 54.202(d) and (e) are Inapplicable.	15
J. Designation of ETCs for Unserved Areas.	15
K. Relinquishment of Universal Service.	16
L. Tri-Co Submits That 47 C.F.R. § 54.207 is Inapplicable.	16
IV. TRI-CO MEETS THE UNIVERSAL SERVICE SUPPORT REQUIREMENTS APPLICABLE TO HIGH-COST ETC APPLICANTS UNDER THE FCC'S RULES.....	16
A. Tri-Co Fulfills the Requirements for CAF II Support Pursuant to 47 C.F.R. § 54.309.....	17
B. Tri-Co Certifies It Will Satisfy the Deployment Obligations Addressed in 47 C.F.R. § 54.310(c).	18

V.	TRI-CO WILL COMPLY WITH APPLICABLE ANNUAL REPORTING AND CERTIFICATION REQUIREMENTS FOR HIGH-COST SUPPORT RECIPIENTS PROVIDED UNDER 47 C.F.R. §§ 54.313, 54.315-316, and 54.320.....	19
VI.	TRI-CO SATISFIES THE FCC'S REQUIREMENTS FOR ETCs REGARDING THE LIFELINE PROGRAM, AS SET FORTH IN 47 C.F.R. § 54.400, et seq.	19
	A. Tri-Co Will Make Lifeline Service Available as Defined Under the FCC's Rules.....	20
	B. Tri-Co Will Publicize the Availability of Lifeline Services.	20
	C. Tri-Co Will Adhere to Certain Certification, Recordkeeping, and Disclosure Requirements Regarding Lifeline Service.....	21
VII.	TRI-CO SATISFIES THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S ADDITIONAL REQUIREMENTS FOR ETC DESIGNATION.	22
	A. Tri-Co Will Comply with Section 3019(f) Requirements.	22
VIII.	ANTI-DRUG ABUSE CERTIFICATION.....	24
IX.	REQUEST FOR EXPEDITED ADJUDICATION.....	24
X.	CONCLUSION.....	26

EXHIBIT 1 – TRI-CO'S SHORT-FORM APPLICATION TO THE FCC TO PARTICIPATE IN THE CAF II AUCTION

EXHIBIT 2 – PUBLIC NOTICE, *CONNECT AMERICA FUND PHASE II AUCTION (AUCTION 903) CLOSES, WINNING BIDDERS ANNOUNCED*, AU DOCKET NO. 17-182 AND WC DOCKET NO. 10-90 (AUG. 28, 2018)

EXHIBIT 3 – TRI-CO'S GOVERNING DOCUMENTS, REGISTRATION MATERIALS, AND CERTIFICATE OF GOOD STANDING

EXHIBIT 4 – TRI-CO'S APPLICATION TO THE PUC FOR AUTHORIZATION TO OPERATE AS A COMPETITIVE LOCAL EXCHANGE CARRIER, DETARIFFED INTEREXCHANGE FACILITIES-BASED CARRIER, AND SWITCHED ACCESS PROVIDER

EXHIBIT 5 – LIST OF EACH EXCHANGE FOR WHICH TRI-CO IS REQUESTING ETC DESIGNATION IN PENNSYLVANIA

EXHIBIT 6 – PUBLIC NOTICE, *WCB REMINDS CONNECT AMERICA FUND PHASE II AUCTION APPLICANTS OF THE PROCESS FOR OBTAINING A FEDERAL DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER*, WC DOCKET NOS. 09-197, 10-90, PAGE 4 (RELEASED JULY 10, 2010)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PETITION OF TRI-CO CONNECTIONS, LLC FOR
DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN THE
COMMONWEALTH OF PENNSYLVANIA** : **DOCKET NO. P-2018-_____**
:
:
:
:
:
:
:

**PETITION OF TRI-CO CONNECTIONS, LLC,
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER
IN THE COMMONWEALTH OF PENNSYLVANIA**

Tri-Co Connections, LLC ("Tri-Co"), by its attorneys, and pursuant to Section 214(e)(2)¹ of the Communications Act of 1934, as amended (the "Act"), Section 54.101 of the rules and regulations of the Federal Communications Commission ("FCC"),² Section 54.201 *et seq*³ of the rules and regulations of the FCC, Section 3019(f) of the Pennsylvania Public Utility Code,⁴ and Section 69.2501 of the Rules of the Pennsylvania Public Utility Commission ("PUC" or "Commission"),⁵ hereby submits this Petition for Designation as an Eligible Telecommunications Carrier ("Petition"). Tri-Co seeks designation as an eligible telecommunications carrier ("ETC") in the Commonwealth and access to funds from the federal Universal Service Fund ("USF") for the purpose of providing service to high cost areas. **Tri-Co requests expedited treatment for this Petition to ensure that the designation is issued by February 25, 2019.** As demonstrated

¹ 47 U.S.C. § 214(e)(2).

² 47 C.F.R. § 54.101.

³ *Id.* at § 54.201, *et seq.*

⁴ 66 Pa. C.S. § 3019(f).

⁵ 52 Pa. Code § 69.2501.

herein, Tri-Co meets all the statutory and regulatory requirements for designation as an ETC in the Commonwealth of Pennsylvania. Tri-Co respectfully submits that designation of Tri-Co as an ETC in Pennsylvania will serve the public interest and requests that the Commission grant this Petition expeditiously. In support of this Petition, Tri-Co provides the following information.

I. INTRODUCTION

The FCC's Connect America Fund Phase II ("CAF II") is part of the FCC's reform and modernization of its universal service support programs. The focus of this reform is to drive economic growth in rural America by expanding broadband and voice connectivity to consumers, thus expanding the online marketplace and creating jobs and business opportunities across the country. In early 2018, the FCC conducted an auction ("Auction 903") to allocate CAF II support to certain eligible areas across the United States.

On March 28, 2018, Tri-County Rural Electric Cooperative ("TCREC")⁶ submitted a short-form application to participate in the CAF II Auction 903 (**Exhibit 1**).⁷ TCREC indicated that it was a holding company and that it was submitting its application on behalf of itself and a forthcoming operating company that would be created to operate a Fiber to the Premises ("FTTP") network for voice and broadband services if TCREC was selected as a winning bidder in Auction 903. TCREC indicated that the new operating entity would be formed in time to claim any winning

⁶ TCREC is an 82-year-old, member-owned, non-profit electric cooperative in north-central Pennsylvania. Today, TCREC serves over 18,000 customers with electric service across a more than 3,300-mile distribution system. TCREC's service territory encompasses a seven-county region, providing electricity to customers in Pennsylvania's Bradford, Cameron, Clinton, Lycoming, McKean, Potter and Tioga counties. Approximately 95% of TCREC's accounts are either residential or seasonal. The remaining 5% are either public authority, commercial or industrial accounts.

⁷ The financial information provided in TCREC's application to participate in the CAF II Auction 903 have been redacted in this filing. That information can be provided upon request to the PUC.

bids and would also obtain ETC status, a letter of credit, and maintain responsibility for all FCC buildout and public interest obligations as required by FCC Rules.

When the Auction 903 results were announced in August 2018,⁸ TCREC learned that it was one of the winning bidders and received an award of 7,015 census block locations. As a result, TCREC is eligible to receive \$3.2 million annually in CAF II funding for 10 years in order to develop and implement an FTTP network for voice and broadband services. In addition to the CAF II money, TCREC is seeking other state and federal grants to assist with building the FTTP network in TCREC's territory. In addition to relying upon state and federal grants, TCREC also plans to borrow funds and arrange for a letter of credit to pursue construction. TCREC's total estimated construction cost for building out the FTTP network⁹ is \$77 million.

Consistent with its Auction 903 application, TCREC created a new subsidiary,¹⁰ Tri-Co, to build and operate the FTTP network for voice and broadband services. As such, Tri-Co will be responsible for obtaining necessary approvals to operate as a competitive local exchange carrier ("CLEC"), detariffed Interexchange Facilities-based carrier, Switched Access Provider, and Eligible Telecommunications Carrier ("ETC") in Pennsylvania.¹¹ The CAF II grants and other

⁸ Public Notice, *CONNECT AMERICA FUND PHASE II AUCTION (AUCTION 903) CLOSES, WINNING BIDDERS ANNOUNCED*, AU Docket No. 17-182 and WC Docket No. 10-90 (Aug. 28, 2018) ("CAF II Public Notice") (attached hereto as **Exhibit 2**).

⁹ The FTTP enables delivery of voice and data services to currently underserved territories. Various FTTP technologies may be used in TCREC/Tri-Co's FTTP project consistent with industry standards. Tri-Co anticipates peak data speeds to individual users in increments of 1 Mbps or less, up to 1 Gbps. Redundant Ethernet uplines from FTTP electronics will also run to a softswitch to connect to a Public Switched Telephone Network. Although voice and data travel over the same network, the services are separately provisioned (thus allowing the network operator to prioritize voice services). In total, Tri-Co anticipates that it will serve 9,415 customers over 2,800 miles of fiber; however, Tri-Co's ultimate customer base will be determined based on customer demand in the area. Tri-Co anticipates that it will begin construction in the summer of 2019 and complete the project in 2024.

¹⁰ Tri-Co has been authorized to conduct business in Pennsylvania as a limited liability company (see **Exhibit 3**).

¹¹ On the same date that this Petition is filed, Tri-Co also submitted its application for CLEC, detariffed Interexchange Facilities-based carrier, and Switched Access Provider licenses to the PUC. Docket numbers for those proceedings are pending. Copies of the public version of that application are attached as **Exhibit 4**.

funding will be assigned by TCREC to Tri-Co to assist with building and operating the FTTP network. TCREC plans to hold a line of credit and debt to further provide financial support for Tri-Co. In its nascent stage, Tri-Co is initially staffed by TCREC employees and leases fiber from TCREC. Tri-Co will own service drops, in-home equipment, and server systems.

Pursuant to the FCC's Public Notice issued to winning bidders of the CAF II auction, "by February 25, 2019, the long-form applicant must have obtained a high-cost ETC designation(s) from all the relevant states or the [FCC] that covers its winning bid areas and must submit the required documentation and a certification letter(s) from an officer. Long-form applicants subject to state jurisdiction [*i.e.*, Tri-Co] must petition the relevant state commissions for ETC designation and should follow state rules and requirements to apply for designation(s)."¹²

Exhibit 5 contains a list of each exchange for which Tri-Co is requesting ETC designation in Pennsylvania (the "Service Area").¹³ Specifically, Tri-Co's designated Service Area in Pennsylvania is TCREC's electric service area, which comprises a portion of or the entirety of the exchanges set forth on **Exhibit 5**, plus a small number of census block locations awarded in the CAF II auction that are outside of TCREC's territory. Tri-Co will serve any potential customer in the exchanges listed in **Exhibit 5** who requests connection to Tri-Co's system, as long as the fiber facilities have been constructed in the particular area. Tri-Co projects that all areas will have fiber access within six years (*i.e.*, by 2024).

¹² **Exhibit 2**, page 12. While the FCC has provided the CAF II auction winners with a deadline of February 25, 2019, to provide evidence of their ETC designation(s), the FCC has indicated that winning bidders may petition the FCC for a waiver of the February 25, 2019, deadline if they have ongoing ETC designation proceedings. *Id.* at pp. 12-13.

¹³ **Exhibit 5** is an excerpt from Tri-Co's proposed CLEC tariff, which is enclosed in **Exhibit 4** in full.

Pleadings, orders, notices, and other papers filed or serviced in this matter should be served upon:

Pamela C. Polacek (Pa. I.D. No. 78276)
Alessandra L. Hylander (Pa. I.D. No. 320967)
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
ppolacek@mcneeslaw.com
ahylander@mcneeslaw.com

Via its policy statement at 52 Pa. Code § 69.2501, the Pennsylvania Public Utility Commission adopted the federal standards for ETC designation. Specifically, the PUC provided that petitions for designation in this Commonwealth as an ETC, for purposes of obtaining Federal universal service support, should be evaluated under:

(1) Section 214(e) of the Telecommunications Act of 1934, 47 U.S.C. § 214(e);

(2) The FCC's discussion of ETC designations in the *Universal Service Order, Report and Order*, at CC Docket No. 96-45 (May 8, 1997), which was codified as 47 C.F.R. §§ 54.101, 54.201-203, and 54.205-209;

(3) The standards in the FCC's Report and Order at CC Docket No. 96-45 (March 17, 2005), which was codified as 47 C.F.R. § 54.202(a)(1)-(5); and

(4) The FCC's rules governing ETC designations in 47 C.F.R. §§ 54.101, 54.201-203, and 54.205-209.¹⁴

52 Pa. Code § 69.2501(a).

In addition, the PUC provided that petitions for ETC designation that seek low income support from Lifeline and Link-Up America programs should satisfy the minimum standards

¹⁴ As of April 2, 2012, Section 54.209 has been removed from 47 C.F.R. Chapter I, Subchapter B, Part 54.

established in 66 Pa. C.S. § 3019(f), comply with the PUC's Order at *In Re: Lifeline and Link-Up Programs*, Docket No. M-0051871 (Final Order entered May 23, 2005), and abide by the reporting obligations set forth in 52 Pa. Code § 69.2501(b).

As set forth below, Tri-Co meets these requirements.

II. TRI-CO MEETS THE REQUIREMENTS FOR ETC DESIGNATION UNDER SECTION 214(e) OF THE FEDERAL ACT AND SECTION 54.201(d) OF THE FCC'S RULES

Under Section 214(e)(1) of the federal Act and Section 54.201(d) of the FCC's rules, a common carrier may be designated as an ETC if it: (1) offers the services supported by federal universal service as determined by the FCC; (2) offers such services using its own facilities or a combination of its own facilities and resale of another carrier's services; and (3) advertises the availability of such services and the relevant charges using media of general distribution.¹⁵

A. Tri-Co Is a Common Carrier

Pursuant to 47 U.S.C. § 153(11), "common carrier" is defined as "any person engaged as a common carrier for hire, in interstate or foreign communication by wire or radio or in interstate or foreign radio transmission of energy, except where reference is made to common carriers not subject to this Act; but a person engaged in radio broadcasting shall not, insofar as such person is so engaged, be deemed a common carrier." Common carriers that provide services consistent with the requirements of Section 214(e) may be deemed ETCs.¹⁶

Tri-Co will be a common carrier by virtue of its provision of voice service to customers. Tri-Co will provide services for originating and terminating interstate calls to the public switched

¹⁵ 47 U.S.C. § 214(e)(1); 47 C.F.R. § 54.201(d).

¹⁶ *See, e.g.*, 47 U.S.C. § 214(e).

telephone network ("PSTN"), which is an interstate network. Therefore, Tri-Co certifies that it is a common carrier under 47 U.S.C. § 214(e)(1) for purposes of ETC designation.

B. Tri-Co Will Provide the Services Supported by Federal Universal Service

Pursuant to Section 54.101(a) of the FCC's rules, carriers seeking ETC designation must provide voice telephony services.¹⁷ Specifically, eligible telephony services must provide voice grade access to the PSTN or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; and toll limitation services to qualifying low-income consumers as provided in 47 C.F.R. Chapter I, Subchapter B, Part 54, Subpart E.¹⁸

Tri-Co certifies that its wireline service offering satisfies the FCC's definition of voice telephony service, and it will provide all services designated for support by the FCC. Tri-Co plans to deploy a FTTP network architecture to serve Tri-Co's awarded census block locations within each census block group. The fiber optic cable infrastructure will be designed in a manner that permits Tri-Co to use various next-generation technologies (Active Ethernet, Gigabit Passive Optical Network, etc.) to serve customers. The proposed FTTP network architecture allows for the delivery of voice and data services across the broadband access platform. Tri-Co will utilize redundant Ethernet uplinks from the proposed FTTP electronics to a softswitch to facilitate voice

¹⁷ 47 C.F.R. § 54.101(a).

¹⁸ *Id.* at § 54.101(a)(1). Pursuant to 47 C.F.R. § 54.401(a)(2), Tri-Co understands that toll limitation service does not need to be offered for any Lifeline service that does not distinguish between toll and non-toll calls in the pricing of the service. If an ETC charges lifeline subscribers a fee for toll calls that is in addition to the per month or per billing cycle price of the subscribers' Lifeline service, the carrier must offer toll limitation service at no charge to its subscribers as part of its Lifeline service offering.

services. The softswitch will contain connections to the PSTN that will be required for the voice services implementation. Tri-Co also plans to complete any interconnection work and associated call translations to ensure proper availability voice services.¹⁹ Because FTTP technologies transmit voice and data over the same physical network, voice traffic is provisioned separately from the Internet traffic, which allows for the network operator to prioritize voice traffic over other types of traffic. Since light is not susceptible to electromagnetic interference like copper-based technologies (*e.g.*, DSL, cable modems, etc.) or wireless implementations, the FTTP deployments offer high signal to noise ratios and the lower possible error rates of any access technology. The result is the voice traffic over FTTP networks consistently having the higher possible mean opinion score. **Exhibit 1** contains Tri-Co's application to participate in the CAF II auction and sets forth a further description of the technical aspects of Tri-Co's proposed FTTP network.

In addition to voice telephony, Section 54.101(a) of the FCC's rules²⁰ also provides that "broadband service shall be supported by federal universal service support mechanisms." That provision further indicates that "[e]ligible broadband Internet access services must provide the capability to transmit data to and receive data by wire or radio from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up service."²¹ An ETC that is "subject to a high-cost public interest obligation to offer broadband Internet access services and not receiving Phase I frozen high-cost support must offer broadband services as set forth in [47 C.F.R. § 54.101(a)(2)]

¹⁹ As explained in Paragraph 10 of Tri-Co's CLEC, Interexchange facilities-based carrier, and Switched Access Provider application, the Optical Network Terminals ("ONTs") that have been scoped for the project enable the transmission of voice signals using TDM or IP-enabled formats. Tri-Co anticipates that it will use TDM or similar, non-IP format for voice.

²⁰ *Id.* at § 54.101(a).

²¹ *Id.* at § 54.101(a)(2).

within the areas where it receives high-cost support consistent with the obligations set forth in this part and subparts D, K, L and M of [47 C.F.R. Chapter I, Subchapter B, Part 54]."²²

As explained further in **Exhibit 1**, Tri-Co plans to implement a proposed FTTP network across the service area in **Exhibit 5** that allows for delivery of voice and data services across a broadband access platform. Tri-Co will implement redundant Ethernet uplinks from the proposed FTTP electronics to its core data network. These redundant connections ensure highly reliable broadband data communications services. Tri-Co also plans to implement data network routers, Internet uplinks, and ISP services to support customers from the awarded census block locations in Auction 903. Ultimately, the proposed FTTP architecture enables the network operator to provide peak data speeds to individual users in increments of 1 Mbps or less. That functionality allows Tri-Co to provide a wide variety of data rates up to 1 Gbps (including raw data and ethernet overheads). The FTTP technologies to be implemented by Tri-Co utilize pulses of light to transmit voice and data traffic. This type of terrestrial technology using light results in one of the fastest possible transmission paths, thus creating a very low-latency network.

Finally, as indicated in 47 C.F.R. § 54.101(d), any ETC must comply with the Lifeline obligations enclosed in 47 C.F.R. Chapter I, Subchapter B, Part 54, Subpart E. Tri-Co discusses its compliance with those Lifeline obligations in Sections VI and VII, *infra*.

C. Tri-Co Will Advertise the Availability of the Supported Services and the Relevant Charges Using Media of General Distribution

Tri-Co certifies that it will advertise the availability of its supported services and the relevant charges using media of general distribution. When the FTTP infrastructure is completed and Tri-Co is in a position to begin offering service, Tri-Co will publicize the availability of its

²² *Id.* at § 54.101(c).

service offerings in a manner reasonably designed to reach those likely to qualify for the service.²³

Tri-Co will utilize outreach materials and methods designed to reach households that currently do not have telephone and/or broadband service, will develop advertising materials for non-English speaking populations within its service area, and will coordinate its outreach efforts with relevant government agencies. TCREC will assist in outreach to its members regarding the availability of the supported services. Tri-Co's eventual advertising for its Lifeline service offering is still in development, but will likely include targeted direct mail, advertisements in daily and weekly print periodicals, and online search engines.

Pursuant to 66 Pa. C.S. § 3019(f), Tri-Co will also provide the Commonwealth's Department of Human Services²⁴ ("DHS") with Lifeline service descriptions and subscription forms, contact telephone numbers, and a listing of the geographic area or areas it serves, for use by DHS in providing notifications to new enrollees in DHS-administered low-income programs. To the extent necessary, Tri-Co will also coordinate with other relevant state agencies, community outreach organizations, and non-profit organizations to make information available regarding Tri-Co's service offerings.

III. TRI-CO MEETS THE ADDITIONAL REQUIREMENTS FOR ETC DESIGNATION UNDER SECTIONS 54.202, 54.203, 54.205, AND 54.207 OF THE FCC'S RULES

Sections 54.202, 54.203, 54.205, and 54.207 of the FCC's rules, 47 C.F.R. §§ 54.202-203, 54.205, and 54.207, contain certain additional requirements for a common carrier to be designated

²³ 47 C.F.R. § 54.405.

²⁴ DHS is the new name for the "Department of Public Welfare."

as an ETC. As set forth below, Tri-Co certifies that it either satisfies each of those requirements or certain of those requirements are not applicable to Tri-Co.

A. Tri-Co Will Comply with the Service Requirements Applicable to the Support that it Receives

Section 54.202(a)(1) of the FCC's rules²⁵ requires a common carrier seeking ETC designation to certify that it will comply with the service requirements applicable to the support that it receives. As discussed above and further below, Tri-Co certifies that it will meet the service requirements applicable to the support that it receives.

In addition, Section 54.202(a)(1) requires the ETC applicant to submit a five-year plan for proposed improvements or upgrades to the applicant's network unless the applicant is seeking Lifeline support only.²⁶ For CAF recipients, however, the FCC adopted more specific measures to track deployment, including annual reporting of service to geocoded locations and certification of compliance with benchmark milestones.²⁷ Because of that, the FCC eliminated the five-year improvement plan requirement for price-cap and rate-of-return carriers and for recipients of funding under the rural broadband experiments.²⁸ Likewise, the FCC eliminated for all CAF recipients the annual reporting obligations associated with both the five-year improvement plan and the consumer protection certification, after determining that such obligations were no longer essential to the FCC's ability to monitor ETC use of support for its intended purpose.²⁹ As such,

²⁵ 47 C.F.R. § 54.202(a)(1).

²⁶ *Id.*

²⁷ Public Notice, *WCB REMINDS CONNECT AMERICA FUND PHASE II AUCTION APPLICANTS OF THE PROCESS FOR OBTAINING A FEDERAL DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER*, WC Docket Nos. 09-197, 10-90, page 4 (Released July 10, 2010) ("ETC Public Notice") (attached hereto as **Exhibit 6**).

²⁸ *Id.*

²⁹ *Id.*

the FCC ultimately found good reason to waive, on its own motion, the requirement that winning bidders seeking an FCC ETC designation file a five-year improvement plan and demonstrate that it will satisfy applicable consumer protection and service quality standards.³⁰ Because the PUC adopted the FCC's standards for ETC designation set forth in Section 54.202 when the PUC issued its policy statement at 52 Pa. Code § 69.2501, it is Tri-Co's interpretation that the PUC would equally waive the requirement to submit a five-year improvement plan for ETC petitioners at the PUC.

The CAF II funding and other state and federal grants require expeditious completion of the new FTTP network by 2024. Tri-Co's preliminary construction schedule involves several phases:

- Phase I - Build 100 miles of fiber surrounding the township of Coudersport.
- Phase I.a. – Construct 300 miles of fiber to connect TCREC's substations and offices.
- Phase II – Construct 450 miles of fiber per year over 6 years to further create the connected FTTP network.

If requested by the PUC, Tri-Co will supplement this Petition with a five-year improvement a plan.

B. Tri-Co Will Remain Functional in Emergency Situations.

Section 54.202(a)(2) of the FCC's rules requires a common carrier seeking ETC designation to demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.³¹ Tri-Co currently intends to design

³⁰ *Id.*

³¹ 47 C.F.R. § 54.202(a)(2).

the network with redundancy to enable continuous service. Options that are currently contemplated include locating multiple dead ends in the service territory and ensuring that the network contains at least two backhaul interconnections. The ONTs installed at the customers' premises also will have battery back-up.

C. Tri-Co Will Satisfy Applicable Consumer Protection and Service Quality Standards

Section 54.202(a)(3) of the FCC's rules provides that wireless applicant must "comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service will satisfy this requirement. Other commitments will be considered on a case-by-case basis."³² Tri-Co is not a wireless entity and therefore does not believe that the requirements in Section 54.202(a)(3) are applicable. Tri-Co notes, however, that if its application for CLEC, Interexchange Facilities-based carrier, and Switched Access Provider authority is approved, Tri-Co would be subject to the consumer protection and service quality standards promulgated by the PUC. Tri-Co submits it will meet those requirements, as applicable.

D. Tri-Co Submits That 47 C.F.R. § 202(a)(4) is Inapplicable.

Tri-Co certifies that it is not seeking designation as an ETC for purposes of receiving support only under 47 C.F.R. Chapter I, Subchapter B, Part 54, Subpart E. Therefore, 47 C.F.R. § 54.202(a)(4) is inapplicable.

³² 47 C.F.R. § 54.202(a)(3). Generally, the FCC's rules may be waived if good cause is shown. 47 C.F.R. § 1.3. The FCC may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest. In addition, the FCC may consider issues of hardship, equity, or more effective implementation of overall policy on an individual basis. Waiver of the FCC's rules is appropriate only if both (1) special circumstances warrant a deviation from the general rule, and (2) such deviation will serve the public interest. See Exhibit 6, n. 33.

E. Tri-Co Submits That 47 C.F.R. § 202(a)(5) is Inapplicable.

Tri-Co certifies that it is not seeking designation as an ETC for purposes of receiving support only under 47 C.F.R. Chapter I, Subchapter B, Part 54, Subpart E. Therefore, 47 C.F.R. § 54.202(a)(5) is inapplicable.

F. Tri-Co Submits That 47 C.F.R. § 202(a)(6) is Inapplicable.

Tri-Co certifies that it is not seeking designation as an ETC for purposes of receiving support only under 47 C.F.R. Chapter I, Subchapter B, Part 54, Subpart E. Therefore, 47 C.F.R. § 54.202(a)(6) is inapplicable.

G. Tri-Co Submits That 47 C.F.R. § 54.202(b) is Inapplicable.

Section 202(b) of the FCC's rules, 47 C.F.R. § 202(b), provides that prior to designating an ETC pursuant to 47 U.S.C. § 214(e)(6), the FCC must determine that such designation is in the public interest. Tri-Co does not seek ETC certification pursuant to 47 U.S.C. § 214(e)(6) and therefore submits that it does not need to make any additional showings that it serves the public interest beyond what is demonstrated in this Petition.

In any event, even if Tri-Co were applying for ETC status via 47 U.S.C. § 214(e)(6), such a provision has already been met through Tri-Co's participation in the CAF II process. The FCC issued a Public Notice to CAF II award recipients that described the process for obtaining ETC designation at the FCC (see **Exhibit 6**). On page 6 of that Public Notice, the FCC explicitly exempted CAF II winning bidders from the need to provide additional specific evidence that they will fulfill the public interest standard. CAF II bidders already had to demonstrate their ability to efficiently offer service during the competitive bidding process. In addition, bidders' short-form

and long-form applications³³ require them to demonstrate their ability to meet their public interest obligations. Through such processes, the FCC conducts the cost-benefit analysis for ETC designation. Accordingly, the FCC has found that "carriers need not provide additional specific evidence of service to the public interest in their petitions for ETC designation."³⁴ Because the PUC's policy statement at 52 Pa. Code § 69.2501 adopted the FCC's standards for ETC designation set forth in 47 C.F.R. 54.202(b), it is Tri-Co's interpretation that the PUC would equally waive the requirement to submit additional evidence that obtaining ETC status for Tri-Co serves the public interest.

H. Tri-Co Submits That 47 C.F.R. § 54.202(c) is Inapplicable.

Tri-Co certifies that it is not seeking designation as an ETC for any part of Tribal lands. Therefore, 47 C.F.R. § 54.202(c) is inapplicable.

I. Tri-Co Submits That 47 C.F.R. § 54.202(d) and (e) are Inapplicable.

Tri-Co certifies that it is not seeking designation as a Lifeline Broadband Provider³⁵ ETC and therefore 47 C.F.R. §§ 54.202(d)-(e) do not apply.

J. Designation of ETCs for Unserved Areas.

47 C.F.R. § 54.203(a) provides:

If no common carrier will provide the services that are supported by federal universal service support mechanisms under section 254(c) of the Act and subpart B of this part to an unserved community or any portion thereof that requests such service, the Commission, with respect to interstate services, or a state commission, with respect to intrastate services, shall determine which common carrier or carriers

³³ Tri-Co's short-form application is attached hereto as Exhibit 1. Tri-Co's long-form application is currently being drafted and is not due to the FCC until October 15, 2018.

³⁴ See Exhibit 6, p. 6.

³⁵ 47 C.F.R. § 54.201(j) provides, "A state commission shall not designate a common carrier as a Lifeline Broadband Provider eligible telecommunications carrier."

are best able to provide such service to the requesting unserved community or portion thereof and shall order such carrier or carriers to provide such service for that unserved community or portion thereof.

In addition, Section 54.203(b) of the FCC's rules³⁶ require that any carrier(s) ordered to provide such service under that section shall meet the requirements of Section 54.201(d)³⁷ of the FCC's regulations and shall be designated as an ETC for that community or a portion thereof.

If the FCC determines that Tri-Co is best able to provide federal universal service support to an unserved community or any portion thereof that requests such service, Tri-Co certifies that it will meet, and has already met, the requirements of 47 C.F.R. § 54.201(d) as explained above.

K. Relinquishment of Universal Service.

Tri-Co certifies that, if at some point in the future, it seeks to relinquish its ETC designation, it agrees to comply with the requirements of 47 C.F.R. § 54.205.

L. Tri-Co Submits That 47 C.F.R. § 54.207 is Inapplicable.

Tri-Co certifies that it is not requesting redefinition of a service area served by a rural telephone company, and therefore, 47 C.F.R. § 54.207 is inapplicable.

IV. TRI-CO MEETS THE UNIVERSAL SERVICE SUPPORT REQUIREMENTS APPLICABLE TO HIGH-COST ETC APPLICANTS UNDER THE FCC'S RULES

As a winning bidder in the CAF II auction and ETC applicant, Tri-Co must satisfy certain universal service requirements applicable to all high-cost ETCs, as discussed below.

³⁶ *Id.* at § 54.203(b).

³⁷ *Id.* at § 54.201(d).

A. Tri-Co Fulfills the Requirements for CAF II Support Pursuant to 47 C.F.R. § 54.309.

Pursuant to Section 54.309 of the FCC's regulations, recipients of CAF II support must offer broadband service with latency suitable for real-time applications, including Voice over Internet Protocol ("VoIP"), and "usage capacity that is reasonably comparable to comparable offerings in urban areas, at rates that are reasonably comparable to rates for comparable offerings in urban areas."³⁸ Recipients of CAF II support are presumed to meet the "comparable usage capacity" requirement if they meet or exceed the usage level announced by public notice issued by the FCC's Wireline Competition Bureau ("WCB").³⁹ Recipients of CAF II support are also presumed to meet the "comparable rates requirement" if they offer rates at or below the applicable benchmark to be announced annually by public notice from the WCB, or no more than the non-promotional prices charged for a comparable fixed wireline service in urban areas in the state or U.S. territory where the ETC receives support.⁴⁰ The FCC also imposed certain technical specifications regarding broadband service speeds for winning bidders in the CAF II auction, as set forth in Section 54.309(a)(2).

As a newly-formed entity, Tri-Co is in the process of developing its compliance plan that conforms to the standards set forth for CAF II support recipients. Nonetheless, Tri-Co certifies that it will abide by the FCC's rules on comparable rates and comparable usage capacity as Tri-Co develops such rates. With regard to the speed standards set forth for broadband service delineated in Section 54.309(a)(2) of the FCC's rules, Tri-Co's service qualified under the Low Latency, Gigabit Performance Tier. See **Exhibit 1**.

³⁸ 47 C.F.R. § 54.309.

³⁹ *Id.* at § 54.309(a).

⁴⁰ *Id.*

In addition, pursuant to Section 54.309(b) of the FCC's rules,⁴¹ recipients of CAF II support, through a competitive bidding process, are required to bid on category one telecommunications and internet access services in response to a posted FCC Form 470 seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries (as described in Section 54.501 of the FCC's rules) located within any area in a census block where the carrier is receiving CAF II model-based support. Such bids must be at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings.⁴² Tri-Co certifies that it will seek to comply with these bidding requirements once its infrastructure is installed and operational.

B. Tri-Co Certifies It Will Satisfy the Deployment Obligations Addressed in 47 C.F.R. § 54.310(c).

Section 54.310(c) of the FCC's rules⁴³ provides:

Recipients of Connect America Phase II awarded through a competitive bidding process must complete deployment to 40 percent of supported locations by the end of the third year, to 60 percent of supported locations by the end of the fourth year, to 80 percent of supported locations by the end of the fifth year, and to 100 percent of supported locations by the end of the sixth year. Compliance shall be determined based on the total number of supported locations in a state.⁴⁴

Tri-Co's projected timeline for project completion abides by Section 54.310(c). Pursuant to the initial feasibility study performed by Pulse Broadband, LLC, and initial analyses provided by CC Capital Advisors, Tri-Co plans to construct about 450 miles of fiber per year over a six-

⁴¹ *Id.* at § 54.309(b).

⁴² *Id.*

⁴³ *Id.* at § 54.310(c).

⁴⁴ Recipients of Connect America Phase II support may elect to deploy to 95 percent of the number of supported locations in a given state with a corresponding reduction in support computed based on the average support per location in the state times 1.89. *Id.* at § 54.310(c)(2).

year period. Construction will begin in the summer of 2019 and reach completion by 2024. Once completed, Tri-Co's FTTP infrastructure will be comprised of 2,800 miles of fiber that serves approximately 9,415 customers.

V. TRI-CO WILL COMPLY WITH APPLICABLE ANNUAL REPORTING AND CERTIFICATION REQUIREMENTS FOR HIGH-COST SUPPORT RECIPIENTS PROVIDED UNDER 47 C.F.R. §§ 54.313, 54.315-316, and 54.320.

Tri-Co certifies that it will comply with applicable annual reporting requirements for high-cost support recipients as applicable under Section 54.313 of the FCC's rules.⁴⁵ Tri-Co also certifies that it is currently in compliance with, and will continue to comply with, the CAF II post-auction procedures delineated in 47 C.F.R. § 54.315. Similarly, Tri-Co will also comply with applicable broadband deployment reporting and certification requirements for high-cost recipients as provided under 47 C.F.R. § 54.316. Moreover, Tri-Co commits to abiding by the compliance and recordkeeping obligations outlined in 47 C.F.R. § 54.320.⁴⁶

VI. TRI-CO SATISFIES THE FCC'S REQUIREMENTS FOR ETCs REGARDING THE LIFELINE PROGRAM, AS SET FORTH IN 47 C.F.R. § 54.400, et seq.

47 C.F.R. § 54.400, *et seq.* contains regulations providing for universal service support for low-income customers (*i.e.*, Lifeline support).⁴⁷ Pursuant to Section 54.400, *et seq.*, Tri-Co understands that an ETC has certain obligations to offer Lifeline service. Tri-Co understands those obligations and will meet them as described herein.

⁴⁵ With regard to the certification required under 47 C.F.R. § 54.314, it is Tri-Co's understanding that the PUC will make such a filing with the FCC and other requisite authorities, as Tri-Co will be PUC-jurisdictional.

⁴⁶ To the extent that Tri-Co is selected, via a competitive process, to supply universal service to schools, libraries, consortia, and/or health care providers, Tri-Co certifies that it will keep records in accordance with 47 C.F.R. §§ 54.516(a)(2), 54.619(d), and 54.648, as necessary.

⁴⁷ Pursuant to conversations with FCC staff, Tri-Co understands that the Link-Up America program pertains to Tribal regions. The service areas in which Tri-Co proposes to operate as an ETC do not contain Tribal regions. Accordingly, Tri-Co only addresses Lifeline obligations in Section VI herein.

A. Tri-Co Will Make Lifeline Service Available as Defined Under the FCC's Rules.

Section 54.405(a) of the FCC's rules⁴⁸ requires an ETC to make available Lifeline service, as defined in Section 54.401 of the FCC's rules,⁴⁹ to qualifying low-income customers. Further, Section 54.408 of the FCC's rules⁵⁰ requires Tri-Co to conform to certain minimum service standards for Lifeline supported services. Tri-Co certifies that its proposed wireline voice and broadband service offering will conform to the definition of Lifeline in the FCC's rules and to the minimum service standards set forth therein.

B. Tri-Co Will Publicize the Availability of Lifeline Services.

Section 54.405(b) of the FCC's rules⁵¹ requires an ETC to publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service. In addition, Sections 54.405(c) and (d) of the FCC's rules⁵² require materials describing the Lifeline service (*i.e.*, all print, audio, video, and web materials used to describe or enroll in the Lifeline service offering, including application and certification forms) to contain certain disclosures and administrative information about the Lifeline service offering. Such provisions require, for example, that the materials: disclose the name of the ETC; use easily understood language to indicate that the service is a Lifeline service and that Lifeline is a government assistance program; and indicate that the service is non-transferrable, that only eligible consumers may enroll in the program, and that the program is limited to one discount per household. At this

⁴⁸ 47 C.F.R. § 54.405(a).

⁴⁹ *Id.* at § 54.401.

⁵⁰ *Id.* at § 54.408.

⁵¹ *Id.* at § 54.405(b).

⁵² *Id.* at § 54.405(c)-(d).

time, Tri-Co is in the process of developing its marketing materials, and Tri-Co will ensure that such materials conform to the standards set forth in these sections.

C. Tri-Co Will Adhere to Certain Certification, Recordkeeping, and Disclosure Requirements Regarding Lifeline Service.⁵³

Section 54.410 of the FCC's Rules⁵⁴ provides that all ETCs must implement policies and procedures to ensure that their Lifeline subscribers are eligible to receive Lifeline services. Tri-Co is in the process of developing its Lifeline procedures and compliance plan, but Tri-Co certifies that it will verify the eligibility of its Lifeline subscriber base in accordance with applicable standards set forth under 47 C.F.R. §§ 54.409 and 54.410. Tri-Co's compliance plan will set forth an established process for ensuring that Lifeline services are provided only to eligible customers, re-certifying eligibility at regular intervals, and recordkeeping.

In addition to setting forth consumer eligibility standards for Lifeline service, the FCC's rules also set forth certain recordkeeping and annual certification requirements for Lifeline carriers. For example, 47 C.F.R. § 54.416 sets forth annual certification requirements for ETCs, 47 C.F.R. § 54.417 sets forth recordkeeping requirements for ETCs, and 47 C.F.R. § 54.422 sets forth annual reporting obligations for ETCs that receive low-income support. Tri-Co is in the process of developing its Lifeline compliance plan and suits that it will establish procedures to comply with these provisions. Tri-Co's compliance plan will submit that it has policies and procedures in effect to ensure that its Lifeline subscribers are eligible to receive Lifeline services and specify the data sources it used to confirm eligibility. Tri-Co's compliance plan will also

⁵³ 47 C.F.R. § 54.404 sets forth certain certification obligations relating to the National Lifeline Accountability Database. Tri-Co will coordinate with the PUC to determine whether the PUC may submit such certifications to the FCC on behalf of Tri-Co.

⁵⁴ *Id.* at 54.410.

certify that it is in compliance with all federal Lifeline certification procedures and provide the results of its re-certification efforts to the FCC and Administrator, as well as the PUC.

VII. TRI-CO SATISFIES THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S ADDITIONAL REQUIREMENTS FOR ETC DESIGNATION.

In addition to complying with the federal requirements for ETC status, Tri-Co will satisfy the Pennsylvania-specific minimum standards for ETC designations as applicable to its proposed service offerings.

A. Tri-Co Will Comply with Section 3019(f) Requirements.

Section 3019(f) of the Pennsylvania Public Utility Code sets forth the minimum requirements for ETCs that seek Lifeline support. Section 3019(f) includes the following requirements:

- (1) All eligible telecommunications carriers certificated to provide local exchange telecommunications service shall provide Lifeline service to all eligible telecommunications customers who subscribe to such service.
- (2) All eligible telecommunications customers who subscribe to Lifeline service shall be permitted to subscribe to any number of other eligible telecommunications carrier telecommunications services at the tariffed rates for such services.
- (3) Whenever a prospective customer seeks to subscribe to local exchange telecommunications service from an eligible telecommunications carrier, the carrier shall explicitly advise the customer of the availability of Lifeline service and shall make reasonable efforts where appropriate to determine whether the customer qualifies for such service and, if so, whether the customer wishes to subscribe to the service.
- (4) Eligible telecommunications carriers shall inform existing customers of the availability of Lifeline service twice annually by bill insert or message. The notice shall be conspicuous and shall provide appropriate eligibility, benefits and contact information for customers who wish to learn of the Lifeline service subscription requirements.

(5) When a person enrolls in a low-income program administered by the Department of Public Welfare that qualifies the person for Lifeline service, the Department of Public Welfare shall automatically notify that person at the time of enrollment of his or her eligibility for Lifeline service. This notification also shall provide information about Lifeline service including a telephone number of and Lifeline subscription form for the person's current eligible telecommunications carrier or, if the person does not have telephone service, telephone numbers of eligible telecommunications carriers serving the person's area that the person can call to obtain Lifeline service. Eligible telecommunications carriers shall provide the Department of Public Welfare with Lifeline service descriptions and subscription forms, contact telephone numbers and a listing of the geographic area or areas they serve, for use by the Department of Public Welfare in providing the notifications required by this paragraph.

(6) No eligible telecommunications carrier shall be required to provide after the effective date of this section any new Lifeline service discount that is not fully subsidized by the Federal Universal Service Fund.⁵⁵

Tri-Co will comply with each of the applicable requirements of Section 3019(f). Tri-Co will provide its wireline Lifeline service to all eligible telecommunications customers making a reasonable request for service and who reside in Tri-Co's designated service area. Tri-Co will permit eligible customers to subscribe to any number of its other telecommunications services, including vertical services, at the standard rates for such services. In addition, Tri-Co will advise customers of the availability of Lifeline service and will determine whether customers qualify for such service in accordance with the applicable federal requirements.

Tri-Co will develop a plan to inform existing customers of the availability of Lifeline that complies with Section 3019(f)(4). Tri-Co will provide the DHS with its Lifeline service descriptions and subscription forms, contact telephone numbers and a listing of the geographic area or areas it serves for use by the DHS in providing the notification under Section 3019(f)(5).

⁵⁵ 66 Pa. C.S. § 3019(f).

In addition to Section 3019 of the Public Utility Code, the PUC released a policy statement at 52 Pa. Code § 69.2501. Section 69.2501(b) indicates that ETC petitions seeking low-income support from Lifeline program should comply with the Commission's Lifeline and Link-Up Order, *In Re: Lifeline and Link-Up Programs*, Docket No. M-00051871, Final Order May 23, 2005 ("Lifeline Order"), except that verifications should be submitted annually to Universal Service Administrative Company (USAC) on or before August 31 of each year. Section 69.2501(b) further adds that petitions should affirm that the applying carrier will submit annual Lifeline Tracking Reports by June 30 of each year. While Tri-Co's Lifeline compliance plan is still in development, Tri-Co assures the PUC that it will abide by the additional requirements set forth in the PUC's Lifeline Order.

VIII. ANTI-DRUG ABUSE CERTIFICATION

Tri-Co certifies that, pursuant to Sections 1.2001 through 1.2002 of the FCC's rules,⁵⁶ neither Tri-Co nor its subsidiaries, affiliates, officers, directors, or persons holding 5% or more of its outstanding stock, are subject to a denial of federal benefits, including Federal Communications Commission benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.

IX. REQUEST FOR EXPEDITED ADJUDICATION

As stated earlier herein, the FCC requires each CAF II auction winner to obtain ETC status in the relevant states that cover its winning bid areas and must submit required documentation and certificate letters from an officer. While the FCC's ETC Public Notice indicate that winning bidders may petition the FCC for a waiver of the February 25, 2019, deadline to obtain ETC status, it is unclear exactly how much additional time the FCC would permit for continued review of ETC

⁵⁶ 47 C.F.R. §§ 1.2001-1.2002.

petitions beyond the original deadline. In addition, it is unclear whether the FCC's release of funds will be delayed if the ETC status is not confirmed by February 25, 2019.

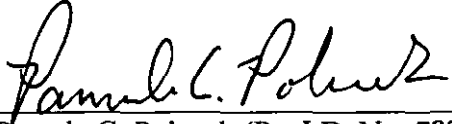
The purpose of this Petition is to provide Tri-Co with the opportunity to obtain ETC status such that Tri-Co will be eligible to receive support necessary to provide voice and broadband services to consumers living in unserved rural areas of the Commonwealth that are eligible for such support. Expedited consideration is warranted in order to ensure that the question of Tri-Co's conditioned ETC designation is resolved. As such, Tri-Co respectfully requests that the PUC consider this Petition on an expedited basis.

X. CONCLUSION

WHEREFORE, for the forgoing reasons, Tri-Co Connections, LLC, respectfully requests that the Commission expeditiously designate it as a high-cost ETC in the Commonwealth of Pennsylvania.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 
Pamela C. Polacek (Pa. I.D. No. 78276)
Alessandra L. Hylander (Pa. I.D. No. 320967)
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
ppolacek@mcneeslaw.com
ahylander@mcneeslaw.com

Counsel to Tri-Co Connections, LLC

Dated: September 27, 2018

EXHIBIT 1

TRI-CO'S SHORT-FORM APPLICATION TO THE FCC TO PARTICIPATE IN THE CAF II
AUCTION

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



(Print Copy For Reference Only)
Auctions: Form 183

Status: Submitted
Date Received: 3/28/18
File Number: 0008151274 (0008151274)

Applicant Information

Legal Classification

Corporation

Holding Company Question

Question	Response
Is the applicant a holding company that is submitting its application on behalf of itself and one or more existing operating company?	No

Applicant Name

Entity Name	Address	Jurisdiction of Formation
Tri County Rural Electric Cooperative, Inc.	22 North Main Street Mansfield, PA 16933 United States	Pennsylvania

Responsible Party: Corporation

Name	Phone	Email
Craig Eccher President & CEO	(570) 662-2175 ((570) 662-2175)	ceccher@ctenterprises.org

Contact Information

Name	Phone	Fax	Email	Address
Craig Eccher	(570) 662-2175 ((570) 662-2175)	(570) 662-2142 ((570) 662-2142)	ceccher@ctenterprises.org	22 North Main Street Mansfield, PA 16933 United States

Authorized Bidders

Name	Phone	Email
Craig Eccher	(570) 662-2175 ((570) 662-2175)	ceccher@ctenterprises.org
Rachel Hauser	(570) 662-8020 ((570) 662-8020)	rachelh@ctenterprises.org
Mara Vasile	(605) 995-1828 ((605) 995-1828)	mara.vasile@vantagepnt.com

Eligible Telecommunications Carrier (ETC)

Question	Response
Is the applicant, including any of the applicant's parent companies and subsidiaries, currently an Eligible Telecommunications Carrier (ETC)?	No

FCC Form 477

Question	Response
Did the applicant or any related entity file an FCC Form 477 during the past two years?	No

FCC Form 499

Question	Response
Did the applicant or any related entity file an FCC Form 499-A in the past year?	No

Operational and Financial Information

Question	Response
Has the applicant provided a voice, broadband and/or electric transmission or distribution service for at least two years, or is it a wholly-owned subsidiary of such an entity?	Yes
The applicant certifies that it has provided a voice, broadband and/or electric transmission or distribution service for at least two years, or that it is a wholly-owned subsidiary of such an entity	Yes
Parent Company Name	
Number of years the applicant or its parent company has been operating	82
Has the applicant or its parent company operated only an electric transmission or distribution network, but not provided a voice and/or broadband service, for at least two years?	Yes
The applicant certifies that any documents demonstrating that the applicant or its parent company has been operating an electric transmission or distribution network for at least two years that have been uploaded to this application are true and accurate copies of the forms that were submitted to the relevant financial institution	Yes
Has the applicant or its parent company been audited in the ordinary course of business?	Yes
Does the applicant request that the financial information contained in this application be withheld from public inspection pursuant to Section 0.459(a)(4) of the Commission's rules?	Yes
Does the applicant or its parent company's most recent audited year-end financial statements reflect an unmodified opinion?	Yes
Enter net income from the applicant or parent company's latest year-end financial statements	2,695,604
Enter the total amount of interest expense from the applicant or parent company's latest year-end financial statements	2,336,599
Enter the operating margin from the applicant or parent company's latest year-end financial statements	6,130,194
Current Assets	5,975,620
Current Liabilities	9,174,391
Total Equity	31,638,314
Total Capital	91,572,347

Total Financial Score

Financial Field	Value	Score
Unmodified opinion question	Yes	1
TIER	2.15	1
Operating Margin	6,130,194	1
Current Ratio	0.7	0
Equity Ratio	35%	0
Total Financial Score		3

State & Performance Tier/Latency

Initial Eligibility Determinations

State	Performance Tier	Latency	Technology	T+L Weight	Tier-Latency-Technology Eligibility	State Eligibility	Overall Eligibility
Pennsylvania	Gigabit	Low	Optical Carrier/Fiber to the End User	0	Yes	Yes	Eligible

Saved Combinations

State	Performance Tier	Latency	Technology	T+L Weight	Tier-Latency-Technology Eligibility	State Eligibility	Overall Eligibility
Pennsylvania	Gigabit	Low	Optical Carrier/Fiber to the End User	0	Yes	Yes	Eligible

Agreements

Agreements with Other Parties

No, the applicant has not entered into partnerships, joint ventures, consortia, or other agreements, arrangements, or understandings of any kind relating to the potentially eligible areas being auctioned, including any agreements that address or communicate directly or indirectly bids (including specific prices), bidding strategies (including the specific potentially eligible areas on which to bid or not to bid), or the post-auction market structure, to which the applicant, or any party that controls or is controlled by the applicant, is a party.

Agreements

No agreements have been designated.

Ownership

Disclosable Interest Holders of this Applicant

Alfred Calkins			
Disclosable Interest Holder Information			
Type	FRN	Address	
Individual		22 North Main Street Mansfield, PA 16933	
Type of Interest in Applicant	Type of Ownership Interest In Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> Indirect Ownership Interest In Applicant Director 	<ul style="list-style-type: none"> Other: Board Member - Member of Executive Committee 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder

You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

James Davis

Disclosable Interest Holder Information

Type	FRN	Address
Individual		22 North Main Street Mansfield, PA 16933

Type of Interest in Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> <input type="checkbox"/> Indirect Ownership Interest in Applicant <input type="checkbox"/> Director 	<ul style="list-style-type: none"> <input type="checkbox"/> Other: Board Member - Member of Executive Committee 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder

You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

Lowell Geiser

Disclosable Interest Holder Information

Type	FRN	Address
Individual		22 North Main Street Mansfield, PA 16933

Type of Interest in Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> <input type="checkbox"/> Indirect Ownership Interest in Applicant <input type="checkbox"/> Director 	<ul style="list-style-type: none"> <input type="checkbox"/> Other: Board Member 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder

You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

Gerald Kriner

Disclosable Interest Holder Information

Type	FRN	Address
Individual		22 North Main Street Mansfield, PA 16933

Type of Interest in Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> <input type="checkbox"/> Indirect Ownership Interest in Applicant <input type="checkbox"/> Director 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Other : Board Member 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder
 You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

Nicholas Reitter

Disclosable Interest Holder Information

Type	FRN	Address
Individual		22 North Main Street Mansfield, PA 16933

Type of Interest in Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> <input type="checkbox"/> Indirect Ownership Interest in Applicant <input type="checkbox"/> Director 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Other : Board Member - Member of Executive Committee 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder
 You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

Valery Robbins

Disclosable Interest Holder Information

Type	FRN	Address
Individual		22 North Main Street Mansfield, PA 16933

Type of Interest in Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> <input type="checkbox"/> Indirect Ownership Interest in Applicant <input type="checkbox"/> Director 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Other : Board Member 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder
 You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

Alston Teeter

Disclosable Interest Holder Information

Type	FRN	Address	
Individual		22 North Main Street Mansfield, PA 16933	

Type of Interest In Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> ▪ Indirect Ownership Interest in Applicant ▪ Director 	<ul style="list-style-type: none"> ▪ Other : Board Member 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder
You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

Matthew Whiting

Type	FRN	Address	
Individual		22 North Main Street Mansfield, PA 16933	

Type of Interest In Applicant	Type of Ownership Interest in Applicant	Disclosable Interest Held in Applicant	Country of Citizenship
<ul style="list-style-type: none"> ▪ Indirect Ownership Interest in Applicant • Director 	<ul style="list-style-type: none"> ▪ Other : Board Chairman 	0.00%	United States

FCC Regulated Business held by this Disclosable Interest Holder
You have not specified any FCC Regulated Businesses held by this Disclosable Interest Holder

FCC Regulated Businesses of this Applicant

You have not specified any FCC Regulated Businesses.

Certify and Submit

Certify Auction Application

I certify the following:

1. that the application discloses all real parties in interest to any agreements involving the applicant's participation in the competitive bidding.
2. that the applicant has not entered into any explicit or implicit agreements, arrangements, or understandings of any kind related to the support to be sought through the Connect America Fund Phase II auction, other than those disclosed in this application.
3. that the applicant, each party capable of controlling the applicant, and each party that may be controlled by the applicant or by a party capable of controlling the applicant have complied with and will continue to comply with section 1.21002 of Title 47 of the Code of Federal Regulations.
4. that the applicant is in compliance with all statutory and regulatory requirements for receiving the universal service support that the applicant seeks, or that the applicant acknowledges that it must be in compliance with such requirements before being authorized to receive support.

5. that the applicant will make any payment that may be required pursuant to section 1.21004 of Title 47 of the Code of Federal Regulations.
6. that the applicant is financially and technically qualified to meet the public interest obligations of section 54.309 of Title 47 of the Code of Federal Regulations for each relevant performance tier and latency combination and in each area for which it seeks support.
7. that the applicant acknowledges that it must be designated as an eligible telecommunications carrier for the area in which it will receive support prior to being authorized to receive support.
8. that, to the extent the applicant plans to use spectrum to offer its voice and broadband services, the applicant will retain such access for at least ten (10) years from the date of the funding authorization.
9. that the applicant acknowledges that it has sole responsibility for investigating and evaluating all technical, marketplace, and regulatory factors that may have a bearing on the level of Connect America Fund Phase II support it submits as a bid, and that, if the applicant wins support, it will be able to build and operate facilities in accordance with the Connect America Fund obligations and the Commission's rules generally.
10. that the applicant acknowledges that it cannot place any bids in the same state as (i) another commonly controlled entity; (ii) another party to a joint bidding arrangement related to Connect America Fund Phase II auction support that it is a party to; or (iii) any entity that controls a party to such an arrangement.
11. that the applicant and any party to this application are not subject to a denial of federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988.
12. that the applicant is aware that if this application is shown to be defective, the application may be dismissed without further consideration and penalties may apply.

I declare, under penalties of perjury, that I am an authorized representative of the above named applicant, that I have read the instructions and the foregoing certifications, and that all matters and things stated in this application, its schedules, and attachments, including exhibits, are true and correct.

Signature

Craig Eccher

President & CEO

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rural Electric Cooperative.
	BORROWER DESIGNATION	PA013
	ENDING DATE	REVISED 12/31/2017

Submit one electronic copy and one signed hard copy to CFC. Round all numbers to the nearest dollar.

CERTIFICATION		BALANCE CHECK RESULTS		AUTHORIZATION CHOICES	
We hereby certify that the entries in this report are in accordance with the accounts and other records of the system and reflect the status of the system to the best of our knowledge and belief.				A. NRECA uses rural electric system data for legislative, regulatory and other purposes. May we provide this report from your system to NRECA?	
Signature of Office Manager or Accountant: <i>Barbara Acaleton</i> 5/10/18 Date				<input checked="" type="radio"/> Yes <input type="radio"/> No	
Signature of Manager: <i>Craig Escher</i> 5/10/18 Date				B. Will you authorize CFC to share your data with other cooperatives? <input checked="" type="radio"/> Yes <input type="radio"/> No	

PART A. STATEMENT OF OPERATIONS

ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR (a)	THIS YEAR (b)	BUDGET (c)	
1. Operating Revenue and Patronage Capital				
2. Power Production Expense				
3. Cost of Purchased Power				
4. Transmission Expense				
5. Regional Market Operations Expense				
6. Distribution Expense - Operation				
7. Distribution Expense - Maintenance				
8. Consumer Accounts Expense				
9. Customer Service and Informational Expense				
10. Sales Expense				
11. Administrative and General Expense				
12. Total Operation & Maintenance Expense (2 thru 11)				
13. Depreciation & Amortization Expense				
14. Tax Expense - Property & Gross Receipts				
15. Tax Expense - Other				
16. Interest on Long-Term Debt				
17. Interest Charged to Construction (Credit)				
18. Interest Expense - Other				
19. Other Deductions				
20. Total Cost of Electric Service (12 thru 19)				
21. Patronage Capital & Operating Margins (1 minus 20)				
22. Non Operating Margins - Interest				
23. Allowance for Funds Used During Construction				
24. Income (Loss) from Equity Investments				
25. Non Operating Margins - Other				
26. Generation & Transmission Capital Credits				
27. Other Capital Credits & Patronage Dividends				
28. Extraordinary Items				
29. Patronage Capital or Margins (21 thru 28)				

PART B. DATA ON TRANSMISSION AND DISTRIBUTION PLANT

ITEM	YEAR-TO-DATE		ITEM	YEAR-TO-DATE	
	LAST YEAR (a)	THIS YEAR (b)		LAST YEAR (a)	THIS YEAR (b)
1. New Services Connected	127	159	5. Miles Transmission	38	38
2. Services Retired	296	180	6. Miles Distribution Overhead	3,124	3,127
3. Total Services In Place	19,934	19,936	7. Miles Distribution Underground	146	150
4. Idle Services (Exclude Seasonal)	728	678	8. Total Miles Energized (5+6+7)	3,308	3,315

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT					BORROWER NAME Tri-County Rural
					BORROWER DESIGNATION PA013
					ENDING DATE 12/31/2017

PART E. CHANGES IN UTILITY PLANT						
	PLANT ITEM	BALANCE BEGINNING OF YEAR (a)	ADDITIONS (b)	RETIREMENTS (c)	ADJUSTMENTS AND TRANSFER (d)	BALANCE END OF YEAR (e)
1	Distribution Plant Subtotal					
2	General Plant Subtotal					
3	Headquarters Plant					
4	Intangibles					
5	Transmission Plant Subtotal					
6	Regional Transmission and Market Operation Plant					
7	Production Plant - Steam					
8	Production Plant - Nuclear					
9	Production Plant - Hydro					
10	Production Plant - Other					
11	All Other Utility Plant					
12	SUBTOTAL: (1 thru 11)					
13	Construction Work in Progress					
14	TOTAL UTILITY PLANT (12+13)					

CFC NO LONGER REQUIRES SECTIONS "F", "G", AND "N" DATA
 Those sections refer to data on "Analysis of Accumulated Provision for Depreciation" (F),
 "Materials and Supplies" (G), "Annual Meeting and Board Data" (N), and "Conservation Data" (P).

PART H. SERVICE INTERRUPTIONS					
	ITEM	Avg. Minutes per Consumer by Cause	Avg. Minutes per Consumer by Cause	Avg. Minutes per Consumer by Cause	TOTAL (e)
		Power Supplier (a)	Major Event (b)	Planned (c)	
1.	Present Year				
2.	Five-Year Average				

PART I. EMPLOYEE - HOUR AND PAYROLL STATISTICS					
1.	Number of Full Time Employees		4.	Payroll - Expensed	
2.	Employee - Hours Worked - Regular Time		5.	Payroll - Capitalized	
3.	Employee - Hours Worked - Overtime		6.	Payroll - Other	

PART J. PATRONAGE CAPITAL:			PART K. DUE FROM CONSUMERS FOR ELECTRIC SERVICE.	
	THIS YEAR (a)	CUMULATIVE (b)		
1.	General Retirement		1. Amount Due Over 60 Days:	
2.	Special Retirements		2. Amount Written Off During Year:	
3.	Total Retirements (1+2)			
4.	Cash Received from Retirement of Patronage Capital by Suppliers of Electric Power			
5.	Cash Received from Retirement of Patronage Capital by Lenders for Credit Extended to the Electric System			
6.	Total Cash Received (4+5)			

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT							BORROWER NAME	Tri-County Rural	
							BORROWER DESIGNATION	PA013	
							ENDING DATE	12/31/2017	
PART I. KWH PURCHASED AND TOTAL COST									
	NAME OF SUPPLIER (a)	CFC USE ONLY SUPPLIER CODE (b)	RENEWABLE ENERGY PROGRAM NAME (c)	RENEWABLE FUEL TYPE (d)	KWH PURCHASED (e)	TOTAL COST (f)	AVERAGE COST PER KWH (cents) (g)	INCLUDED IN TOTAL COST	
								FUEL COST ADJUSTMENT (h)	WHEELING & OTHER CHARGES (or Credits) (i)
1	ALLEGHENY ELECTRIC COOP INC								
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21	TOTALS								

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rura
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017

PART L: KWH PURCHASED AND TOTAL COST (Continued)

COMMENTS	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

--	--

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rural
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017

PART M. LONG-TERM LEASES (If additional space is needed, use separate sheet)

*LIST BELOW ALL "RESTRICTED PROPERTY" ** HELD UNDER "LONG TERM" LEASE. (If none, State "NONE")*

	NAME OF LESSOR	TYPE OF PROPERTY	RENTAL THIS YEAR
1.			
2.			
3.			

** "RESTRICTED PROPERTY" means all properties other than automobiles, trucks, tractors, other vehicles (including without limitation aircraft and ships), office and warehouse space and office equipment (including without limitation computers). "LONG TERM" means leases having unexpired terms in excess of 3 years and covering property having an initial cost in excess of \$250,000.

PART O. LONG-TERM DEBT SERVICE REQUIREMENTS

	NAME OF LENDER	BALANCE END OF YEAR	BILLED THIS YEAR			CFC USE ONLY
			INTEREST (a)	PRINCIPAL (b)	TOTAL (c)	
1	National Rural Utilities Cooperative Finance Corporation					
2	NCSC					
3	Fanner Mac					
4						
5						
6						
7						
8						
9						
10	Principal Payments Received from Ultimate Recipients of IRP Loans					
11	Principal Payments Received from Ultimate Recipients of REDL Loans					
12	TOTAL (Sum of 1 thru 9)					

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rural
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017

PART R. POWER REQUIREMENTS DATABASE

CLASSIFICATION	CONSUMER, SALES, AND REVENUE DATA	JANUARY CONSUMERS	DECEMBER CONSUMERS	AVERAGE CONSUMERS	TOTAL KWH SALES AND REVENUE
		(a)	(b)	(c)	(d)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served b. KWH Sold c. Revenue				
2. Residential Sales - Seasonal	a. No. Consumers Served b. KWH Sold c. Revenue				
3. Irrigation Sales	a. No. Consumers Served b. KWH Sold c. Revenue				
4. Comin. and Ind. 1000 KVA or Less	a. No. Consumers Served b. KWH Sold c. Revenue				
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served b. KWH Sold c. Revenue				
6. Public Street & Highway Lighting	a. No. Consumers Served b. KWH Sold c. Revenue				
7. Other Sales to Public Authority	a. No. Consumers Served b. KWH Sold c. Revenue				
8. Sales for Resales-RUS Borrowers	a. No. Consumers Served b. KWH Sold c. Revenue				
9. Sales for Resales-Other	a. No. Consumers Served b. KWH Sold c. Revenue				
10. TOTAL No. of Consumers (lines 1a thru 9a)					
11. TOTAL KWH Sold (lines 1b thru 9b)					
12. TOTAL Revenue Received From Sales of Electric Energy (line 1c thru 9c)					
13. Transmission Revenue					
14. Other Electric Revenue					
15. KWH - Own Use					
16. TOTAL KWH Purchased					
17. TOTAL KWH Generated					
18. Cost of Purchases and Generation					
19. Interchange - KWH - Net					
20. Peak - Sum All KW Input (Metered)					

None
 Non-coincident
 Coincident

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rural
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017

PART 5. ENERGY EFFICIENCY PROGRAMS

Line #	Classification	Added This Year			Total To Date		
		Number of Consumers (a)	Amount Invested (b)	ESTIMATED MMBTU Savings (c)	Number of Consumers (d)	Amount Invested (e)	ESTIMATED MMBTU Savings (f)
1.	Residential Sales (excluding seasonal)						
2.	Residential Sales - Seasonal						
3.	Irrigation Sales						
4.	Comm. and Ind. 1000 KVA or Less						
5.	Comm. and Ind. Over 1000 KVA						
6.	Public Street and Highway Lighting						
7.	Other Sales to Public Authorities						
8.	Sales for Resales - RUS Borrowers						
9.	Sales for Resales - Other						
10.	TOTAL						

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT		BORROWER NAME Tri-County Rural	BORROWER DESIGNATION PA013
		ENDING DATE 12/31/2017	
(All investments refer to your most recent CFC Loan Agreement)			
7a - PART I - INVESTMENTS			
	DESCRIPTION (a)	INCLUDED (\$) (b)	EXCLUDED (\$) (c)
	INCOME OR LOSS (d)		
2. INVESTMENTS IN ASSOCIATED ORGANIZATIONS			
5	NRTC		
6	TOUCHSTONE ENERGY PAT CAPITAL		
7	ALLEGHENY COOP. HARRISBURG PA& PREA PAT CAP		
8	NRUCFC PAT CAPITAL		
9	NISC PAT CAPITAL-ST LOUIS MO		
10	UNITED UTILITY PAT CAPITAL		
11	INVESTMENT IN SUBSIDIARY-C&T ENTERPRISES		
12	NRUCFC MEMBER CAPITAL SECURITIES		
13	NRUCFC CAPITAL TERM CERTIFICATES		
14	NRECA & COBANK MEMBERSHIP		
15	INVEST IN ASSOC CO/FEDERATED INS		
16	INVEST IN ASSOC CO/CALL CENTER		
17	INVEST ASSOC CO/VALLEY GAS		
18	COBANK PAT CAPITAL		
19	ADVANCES TO ASSOC CO/C&T		
	Subtotal (Line 5 thru 19)		
3. INVESTMENTS IN ECONOMIC DEVELOPMENT PROJECTS			
20			
21			
22			
23			
	Subtotal (Line 20 thru 23)		
4. OTHER INVESTMENTS			
24			
25			
26			
27			
	Subtotal (Line 24 thru 27)		
5. SPECIAL FUNDS			
28			
29			
30			
31			
	Subtotal (Line 28 thru 31)		
6. CASH - GENERAL			
32	FIRST CITIZENS COMMUNITY BANK-CHECKING		
33	FIRST CITIZENS COMMUNITY BANK-SAVINGS		
34	WORKING FUND-CASH DRAWER		
35			
	Subtotal (Line 32 thru 35)		
7. SPECIAL DEPOSITS			
36			
37			
38			
39			
	Subtotal (Line 36 thru 39)		
8. TEMPORARY INVESTMENTS			
40			
41			
42			
43			
	Subtotal (Line 40 thru 43)		
9. ACCOUNT & NOTES RECEIVABLE - NET			
44	MATERIAL		
45	AID TO CONSTRUCTION		
46	MISC-OTHER		
47	POLE ATTACHMENTS		
	Subtotal (Line 44 thru 47)		
10. COMMITMENTS TO INVEST WITHIN 12 MONTHS BUT NOT ACTUALLY PURCHAS			
48			
49			
50			
51			
	Subtotal (Line 48 thru 51)		
	Total		

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT		BORROWER NAME		Tri-County Rural	
		BORROWER DESIGNATION		PA013	
		ENDING DATE		12/31/2017	
(All investments refer to your most recent CFC Loan Agreement)					
7a - PART II. LOAN GUARANTEES					
Line No.	Organization & Guarantee Beneficiary (a)	Maturity Date of Guarantee Obligation (b)	Original Amount (\$) (c)	Performance Guarantee Exposure or Loan Balance (\$) (d)	Available Loans (Covered by Guarantees) (e)
1					
2					
3					
4					
5					
TOTALS (Line 1 thru 5)					
7a - PART III. LOANS					
Line No.	Name of Organization (a)	Maturity Date (b)			
1					
2					
3					
4					
5					
TOTALS (Line 1 thru 5)					
7a - PART IV. TOTAL INVESTMENTS AND LOANS GUARANTEES					
1	TOTAL (Part I, Total - Column b + Part II, Totals - Column d + Column e + Part III, Totals - Column d + Column e)				
2	LARGER OF (a) OR (b)				
	a. 15 percent of Total Utility Plant (CFC Form 7, Part C, Line 3)				
	b. 50 percent of Total Equity (CFC Form 7, Part C, Line 35)				

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rural
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017
PRELIMINARY FINANCIAL & STATISTICAL RATIOS		
<p>These preliminary ratios can be used to evaluate your system's performance and used as an error checking device. MDSC and DSC will be "estimated" values. Your system's prior year's "Investment in Associated Orgs -- Patronage Capital" must be entered as a part of the calculation for MDSC.</p>		
ITEM DESCRIPTION		ENTER DATA
2016 Part C. Balance Sheet, Line 8 - Invest. In Assoc. Org. - Pat Cap		
2017 Billed Debt Service		
2016 Part R. Power Req. Database, Line 11, Column (d) - Total MWH Sold		
2016 Part R. Power Req. Database, Line 10, Column (c) - Average Number of Consumers		
2016 Part C. Balance Sheet, Line 3 - Total Utility Plant		
2015 Part C. Balance Sheet, Line 35 - Total Margins & Equities		
2016 Part C. Balance Sheet, Line 35 - Total Margins & Equities		
2015 Part C. Balance Sheet, Line 38 - Total Long-Term Debt		
2016 Part C. Balance Sheet, Line 38 - Total Long-Term Debt		
2012 Part C. Balance Sheet, Line 34 - Total Margins & Equities		
2012 Part C. Balance Sheet, Line 37 - Total Long-Term Debt		
2016 Part C. Balance Sheet, Line 46 - Current Maturities Long-Term Debt - Economic Dev.		
2016 Part C. Balance Sheet, Line 45 - Current Maturities Long-Term Debt		

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT		BORROWER NAME	Tri-County Rura
		BORROWER DESIGNATION	PA013
		ENDING DATE	12/31/2017
2015 TIER			
2016 TIER			
2017 TIER			
2015 OTIER			
2016 OTIER			
2017 OTIER			
2015 MDSC			
2016 MDSC			
2017 MDSC			
2015 DSC			
2016 DSC			
2017 DSC			
2015 ODSC			
2016 ODSC			
2017 ODSC			
2% of Total Margins & Equity			
Total Long-Term Leases			
1/3 of the Lease portion			
Pat Cap (Cash) portion			

RATIO No.	RATIO DESCRIPTION	KRTA 2012	KRTA 2013	KRTA 2014	KRTA 2015	KRTA 2016	ESTIMATED RATIOS FOR 2017
1	RATIO 1 --- AVERAGE TOTAL CONSUMERS SERVED						
2	RATIO 2 --- TOTAL KWH SOLD (1,000)						
3	RATIO 3 --- TOTAL UTILITY PLANT (1,000)						
4	RATIO 4 --- TOTAL NUMBER OF EMPLOYEES (FULL TIME ONLY)						
5	RATIO 5 --- TOTAL MILES OF LINE						
6	RATIO 6 --- TIER						
7	RATIO 7 --- TIER (2 OF 3 YEAR HIGH AVERAGE)						
8	RATIO 8 --- OTIER						
9	RATIO 9 --- OTIER (2 OF 3 YEAR HIGH AVERAGE)						
10	RATIO 10 --- MODIFIED DSC (MDSC)						
11	RATIO 11 --- MDSC (2 OF 3 YEAR HIGH AVERAGE)						
12	RATIO 12 --- DEBT SERVICE COVERAGE (DSC)						
13	RATIO 13 --- DSC (2 OF 3 YEAR HIGH AVERAGE)						
14	RATIO 14 --- ODSC						
15	RATIO 15 --- ODSC (2 OF 3 YEAR HIGH AVERAGE)						
16	RATIO 16 --- EQUITY AS A % OF ASSETS						
17	RATIO 17 --- DISTRIBUTION EQUITY (EXCLUDES EQUITY IN ASSOC. ORGS PATRONAGE CAPITAL)						
18	RATIO 18 --- EQUITY AS A % OF TOTAL CAPITALIZATION						
19	RATIO 19 --- LONG TERM DEBT AS A % OF TOTAL ASSETS						
20	RATIO 20 --- LONG TERM DEBT PER KWH SOLD (MILLS)						
21	RATIO 21 --- LONG TERM DEBT PER CONSUMER (\$)						
22	RATIO 22 --- NON-GOVERNMENT DEBT AS A % OF TOTAL LONG TERM DEBT						
23	RATIO 23 --- BLENDED INTEREST RATE (%)						
24	RATIO 24 --- ANNUAL CAPITAL CREDITS RETIRED PER TOTAL EQUITY (%)						
25	RATIO 25 --- LONG-TERM INTEREST AS A % OF REVENUE						
26	RATIO 26 --- CUMULATIVE PATRONAGE CAPITAL RETIRED AS A % OF TOTAL PATRONAGE CAPITAL						
27	RATIO 27 --- RATE OF RETURN ON EQUITY (%)						
28	RATIO 28 --- RATE OF RETURN ON TOTAL CAPITALIZATION (%)						
29	RATIO 29 --- CURRENT RATIO						
30	RATIO 30 --- GENERAL FUNDS PER TUP (%)						
31	RATIO 31 --- PLANT REVENUE RATIO (PRR) ONE YEAR						
32	RATIO 32 --- INVESTMENT IN SUBSIDIARIES TO TOTAL ASSETS (%)						
33	RATIO 33 --- TOTAL OPERATING REVENUE PER KWH SOLD (MILLS)						

RATIO No.	RATIO DESCRIPTION	KRTA 2012	KRTA 2013	KRTA 2014	KRTA 2015	KRTA 2016	ESTIMATED RATIOS FOR 2017
34	RATIO 34 -- TOTAL OPERATING REVENUE PER TUP INVESTMENT (CENTS)						
35	RATIO 35 -- TOTAL OPERATING REVENUE PER CONSUMER (\$)						
36	RATIO 36 -- ELECTRIC REVENUE PER KWH SOLD (MILLS)						
37	RATIO 37 -- ELECTRIC REVENUE PER CONSUMER (\$)						
38	RATIO 38 -- RESIDENTIAL REVENUE PER KWH SOLD (MILLS)						
39	RATIO 39 -- NON-RESIDENTIAL REVENUE PER KWH SOLD (MILLS)						
40	RATIO 40 -- SEASONAL REVENUE PER KWH SOLD (MILLS)						
41	RATIO 41 -- IRRIGATION REVENUE PER KWH SOLD (MILLS)						
42	RATIO 42 -- SMALL COMMERCIAL REVENUE PER KWH SOLD (MILLS)						
43	RATIO 43 -- LARGE COMMERCIAL REVENUE PER KWH SOLD (MILLS)						
44	RATIO 44 -- SALES FOR RESALE REVENUE PER KWH SOLD (MILLS)						
45	RATIO 45 -- STREET & HIGHWAY LIGHTING REVENUE PER KWH SOLD (MILLS)						
46	RATIO 46 -- OTHER SALES TO PUBLIC AUTHORITIES REVENUE PER KWH SOLD (MILLS)						
47	RATIO 47 -- OPERATING MARGINS PER KWH SOLD (MILLS)						
48	RATIO 48 -- OPERATING MARGINS PER CONSUMER (\$)						
49	RATIO 49 -- NON-OPERATING MARGINS PER KWH SOLD (MILLS)						
50	RATIO 50 -- NON-OPERATING MARGINS PER CONSUMER (\$)						
51	RATIO 51 -- TOTAL MARGINS LESS ALLOCATIONS PER KWH SOLD (MILLS)						
52	RATIO 52 -- TOTAL MARGINS LESS ALLOCATIONS PER CONSUMER (\$)						
53	RATIO 53 -- INCOME (LOSS) FROM EQUITY INVESTMENTS PER CONSUMER (\$)						
54	RATIO 54 -- ASSOCIATED ORGANIZATION'S CAPITAL CREDITS PER KWH SOLD (MILLS)						
55	RATIO 55 -- ASSOCIATED ORGANIZATION'S CAPITAL CREDITS PER CONSUMER (\$)						
56	RATIO 56 -- TOTAL MARGINS PER KWH SOLD (MILLS)						
57	RATIO 57 -- TOTAL MARGINS PER CONSUMER (\$)						
58	RATIO 58 -- A/R OVER 60 DAYS AS A % OF OPERATING REVENUE						
59	RATIO 59 -- AMOUNT WRITTEN OFF AS A % OF OPERATING REVENUE						
60	RATIO 60 -- TOTAL MWH SOLD PER MILE OF LINE						
61	RATIO 61 -- AVERAGE RESIDENTIAL USAGE KWH PER MONTH						
62	RATIO 62 -- AVERAGE SEASONAL KWH USAGE PER MONTH						
63	RATIO 63 -- AVERAGE IRRIGATION KWH USAGE PER MONTH						
64	RATIO 64 -- AVERAGE SMALL COMMERCIAL KWH USAGE PER MONTH						
65	RATIO 65 -- AVERAGE LARGE COMMERCIAL KWH USAGE PER MONTH						
66	RATIO 66 -- AVERAGE STREET & HIGHWAY LIGHTING KWH USAGE PER MONTH						
67	RATIO 67 -- AVERAGE SALES FOR RESALE KWH USAGE PER MONTH						
68	RATIO 68 -- AVERAGE SALES TO PUBLIC AUTHORITIES KWH USAGE PER MONTH						
69	RATIO 69 -- RESIDENTIAL KWH SOLD PER TOTAL KWH SOLD (%)						
70	RATIO 70 -- SEASONAL KWH SOLD PER TOTAL KWH SOLD (%)						
71	RATIO 71 -- IRRIGATION KWH SOLD PER TOTAL KWH SOLD (%)						
72	RATIO 72 -- SMALL COMMERCIAL KWH SOLD PER TOTAL KWH SOLD (%)						
73	RATIO 73 -- LARGE COMMERCIAL KWH SOLD PER TOTAL KWH SOLD (%)						

RATIO No.	RATIO DESCRIPTION	KRTA 2012	KRTA 2013	KRTA 2014	KRTA 2015	KRTA 2016	ESTIMATED RATIOS FOR 2017
74	RATIO 74 -- STREET & HIGHWAY LIGHTING KWH SOLD PER TOTAL KWH SOLD (%)						
75	RATIO 75 -- SALES FOR RESALE PER TOTAL KWH SOLD (%)						
76	RATIO 76 -- SALES TO PUBLIC AUTHORITIES PER TOTAL KWH SOLD (%)						
77	RATIO 77 -- O & M EXPENSES PER TOTAL KWH SOLD (MILLS)						
78	RATIO 78 -- O & M EXPENSES PER DOLLARS OF TUP (MILLS)						
79	RATIO 79 -- O & M EXPENSES PER CONSUMER (\$)						
80	RATIO 80 -- CONSUMER ACCOUNTING EXPENSES PER TOTAL KWH SOLD (MILLS)						
81	RATIO 81 -- CONSUMER ACCOUNTING EXPENSES PER CONSUMER (\$)						
82	RATIO 82 -- CUSTOMER SALES AND SERVICE PER TOTAL KWH SOLD (MILLS)						
83	RATIO 83 -- CUSTOMER SALES AND SERVICE PER CONSUMER (\$)						
84	RATIO 84 -- A & G EXPENSES PER TOTAL KWH SOLD (MILLS)						
85	RATIO 85 -- A & G EXPENSES PER CONSUMER (\$)						
86	RATIO 86 -- TOTAL CONTROLLABLE EXPENSES PER TOTAL KWH SOLD (MILLS) (SAME AS RATIO #103)						
87	RATIO 87 -- TOTAL CONTROLLABLE EXPENSES PER CONSUMER (\$) (SAME AS RATIO #104)						
88	RATIO 88 -- POWER COST PER KWH PURCHASED (MILLS)						
89	RATIO 89 -- POWER COST PER TOTAL KWH SOLD (MILLS)						
90	RATIO 90 -- POWER COST AS A % OF REVENUE						
91	RATIO 91 -- LONG-TERM INTEREST COST PER TOTAL KWH SOLD (MILLS)						
92	RATIO 92 -- LONG-TERM INTEREST COST AS A % OF TUP						
93	RATIO 93 -- LONG-TERM INTEREST COST PER CONSUMER (\$)						
94	RATIO 94 -- DEPRECIATION EXPENSE PER TOTAL KWH SOLD (MILLS)						
95	RATIO 95 -- DEPRECIATION EXPENSE AS A % OF TUP						
96	RATIO 96 -- DEPRECIATION EXPENSE PER CONSUMER (\$)						
97	RATIO 97 -- ACCUMULATIVE DEPRECIATION AS A % OF PLANT IN SERVICE						
98	RATIO 98 -- TOTAL TAX EXPENSE PER TOTAL KWH SOLD (MILLS)						
99	RATIO 99 -- TOTAL TAX EXPENSE AS A % OF TUP						
100	RATIO 100 -- TOTAL TAX EXPENSE PER CONSUMER						
101	RATIO 101 -- TOTAL FIXED EXPENSES PER TOTAL KWH SOLD (MILLS)						
102	RATIO 102 -- TOTAL FIXED EXPENSES PER CONSUMER (\$)						
103	RATIO 103 -- TOTAL OPERATING EXPENSES PER TOTAL KWH SOLD (MILLS)						
104	RATIO 104 -- TOTAL OPERATING EXPENSES PER CONSUMER (\$)						
105	RATIO 105 -- TOTAL COST OF SERVICE (MINUS POWER COSTS) PER TOTAL KWH SOLD (MILLS)						
106	RATIO 106 -- TOTAL COST OF ELECTRIC SERVICE PER TOTAL KWH SOLD (MILLS)						
107	RATIO 107 -- TOTAL COST OF ELECTRIC SERVICE PER CONSUMER (\$)						
108	RATIO 108 -- AVERAGE WAGE RATE PER HOUR (\$)						
109	RATIO 109 -- TOTAL WAGES PER TOTAL KWH SOLD (MILLS)						
110	RATIO 110 -- TOTAL WAGES PER CONSUMER (\$)						
111	RATIO 111 -- OVERTIME HOURS/TOTAL HOURS (%)						
112	RATIO 112 -- CAPITALIZED PAYROLL / TOTAL PAYROLL (%)						
113	RATIO 113 -- AVERAGE CONSUMERS PER EMPLOYEE						
114	RATIO 114 -- ANNUAL GROWTH IN KWH SOLD (%)						
115	RATIO 115 -- ANNUAL GROWTH IN NUMBER OF CONSUMERS (%)						

RATIO No.	RATIO DESCRIPTION	KRTA 2012	KRTA 2013	KRTA 2014	KRTA 2015	KRTA 2016	ESTIMATED RATIOS FOR 2017
116	RATIO 116 -- ANNUAL GROWTH IN TUP DOLLARS (%)						
117	RATIO 117 -- CONST. W.I.P. TO PLANT ADDITIONS (%)						
118	RATIO 118 -- NET NEW SERVICES TO TOTAL SERVICES (%)						
119	RATIO 119 -- ANNUAL GROWTH IN TOTAL CAPITALIZATION (%)						
120	RATIO 120 -- 2 YR. COMPOUND GROWTH IN TOTAL CAPITALIZATION (%)						
121	RATIO 121 -- 5 YR. COMPOUND GROWTH IN TOTAL CAPITALIZATION (%)						
122	RATIO 122 -- TUP INVESTMENTS PER TOTAL KWH SOLD (CENTS)						
123	RATIO 123 -- TUP INVESTMENT PER CONSUMER (\$)						
124	RATIO 124 -- TUP INVESTMENT PER MILE OF LINE (\$)						
125	RATIO 125 -- AVERAGE CONSUMERS PER MILE						
126	RATIO 126 -- DISTRIBUTION PLANT PER TOTAL KWH SOLD (MILLS)						
127	RATIO 127 -- DISTRIBUTION PLANT PER CONSUMER (\$)						
128	RATIO 128 -- DISTRIBUTION PLANT PER EMPLOYEE (\$)						
129	RATIO 129 -- GENERAL PLANT PER TOTAL KWH SOLD (MILLS)						
130	RATIO 130 -- GENERAL PLANT PER CONSUMER (\$)						
131	RATIO 131 -- GENERAL PLANT PER EMPLOYEE (\$)						
132	RATIO 132 -- HEADQUARTERS PLANT PER TOTAL KWH SOLD (MILLS)						
133	RATIO 133 -- HEADQUARTERS PLANT PER CONSUMER (\$)						
134	RATIO 134 -- HEADQUARTERS PLANT PER EMPLOYEE (\$)						
135	RATIO 135 -- TRANSMISSION PLANT PER TOTAL KWH SOLD (MILLS)						
136	RATIO 136 -- TRANSMISSION PLANT PER CONSUMER (\$)						
137	RATIO 137 -- TRANSMISSION PLANT PER EMPLOYEE (\$)						
138	RATIO 138 -- IDLE SERVICES TO TOTAL SERVICE (%)						
139	RATIO 139 -- LINE LOSS (%)						
140	RATIO 140 -- SYSTEM AVG. INTERRUPTION DURATION INDEX (SAIDI) - POWER SUPPLIER						
141	RATIO 141 -- SYSTEM AVG. INTERRUPTION DURATION INDEX (SAIDI) - EXTREME STORM						
142	RATIO 142 -- SYSTEM AVG. INTERRUPTION DURATION INDEX (SAIDI) - PREARRANGED						
143	RATIO 143 -- SYSTEM AVG. INTERRUPTION DURATION INDEX (SAIDI) - ALL OTHER						
144	RATIO 144 -- SYSTEM AVG. INTERRUPTION DURATION INDEX (SAIDI) - TOTAL						
145	RATIO 145 -- AVG. SERVICE AVAILABILITY INDEX (ASAI) - TOTAL (%)						

			AFFECTED KRTA RATIOS
PAGE 3 - Part J. PATRONAGE CAPITAL			
Item	This Year	Cumulative	
Line 1. General Retirement			←←←Missing these line items will affect Ratios 24 & 26.
Line 2. Special Retirements			←←←Missing these line items will affect Ratios 24 & 26.
Line 4. Cash Received from Retirement of Patronage Capital by Suppliers of Electric Power			←←←Missing this line item will affect Ratios 8 & 14.
Line 5. Cash Received from Retirement of Patronage Capital by Lenders for Credit Extended to the Electric System			←←←Missing this line item will affect Ratios 8 & 14.
PAGE 3 - Part K. DUE FROM CONSUMERS FOR ELECTRIC SERVICE			
1. Amount Due Over 60 Days			←←←Missing this line item will affect Ratio 58.
2. Amount Written Off During Year			←←←Missing this line item will affect Ratio 59.

Please **DON'T** forget to fill out these sections! These line items are used for the KRTA Ratios calculation.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rural
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017

CFC FORM 7 DATA ERROR AND WARNING CHECKS

PART A. STATEMENT OF OPERATIONS

BALANCE CHECK RESULTS		Balance Check - Revenue	
<input type="radio"/> Needs Attention <input checked="" type="radio"/> Matches	1. Operating Revenue and Patronage Capital Part A, Line 1(b), Page 1		
	12. TOTAL Revenue Received From Sales of Electric Energy Part B, Line 12(d), Page 5 13. Transmission Revenue Part B, Line 13(d), Page 5 14. Other Electric Revenue Part B, Line 14(d), Page 5 Total Lines 12(d), 13(d) & 14(d)		
	Difference		

BALANCE CHECK RESULTS		Balance Check - Cost of Purchases and Generation	
<input type="radio"/> Needs Attention <input checked="" type="radio"/> Matches	2. Power Production Expense Part A, Line 2(b), Page 1 3. Cost of Purchased Power Part A, Line 3(b), Page 1 4. Transmission Expense Part A, Line 4(b), Page 1 5. Regional Market Operations Expense Part A, Line 5(b), Page 1 Total Lines 2(b) thru 5(b)		
	18. Cost of Purchases and Generation Part B, Line 18(d), Page 5		
	Difference		

BALANCE CHECK RESULTS		Balance Check - Cost of Purchased Power	
<input type="radio"/> Needs Attention <input checked="" type="radio"/> Matches	3. Cost of Purchased Power Part A, Line 3(b), Page 1		Comments
	TOTALS (Cost) Part L, Line 21(d), Page 3		
	Difference		

FORM 7 LINE ITEMS THAT SHOULD NOT EQUAL ZERO

LINE ITEM	
1. Operating Revenue and Patronage Capital	
3. Cost of Purchased Power	
6. Distribution Expense - Operation	
7. Distribution Expense - Maintenance	
8. Consumer Accounts Expense	
9. Customer Service and Informational Expense	
11. Administrative and General Expense	
12. Total Operation & Maintenance Expense (7 thru 11)	
13. Depreciation & Amortization Expense	
16. Interest on Long-Term Debt	
20. Total Cost of Electric Service (12 thru 19)	
29. Patronage Capital or Margins (21 thru 28)	

PART C. BALANCE SHEET

BALANCE CHECK RESULTS		Balance Check - Balance Sheet	
<input type="radio"/> Needs Attention <input checked="" type="radio"/> Matches	28. Total Assets & Other Debits (5+14+26+27) Part C, Line 28, Page 2		
	51. Total Liabilities & Other Credits (35+38+41+49+50) Part C, Line 51, Page 2		
	Difference		

CFC FORM 7 DATA ERROR AND WARNING CHECKS

Balance Check - Current Maturities Long-Term Debt

If a co-op has long term debt listed in Line 38, Total L.T.D. A portion of this debt will be due in the next 12 months. This portion should be reported in Line 45, Current Maturities L.T.D.

38. Total Long-Term Debt
 45. Current Maturities Long-Term Debt
 46. Current Maturities Long-Term Debt-Economic Dev.

7. Investment in Subsidiary Companies
 Part C, Line 7, Page 2
 8. Invest. in Assoc. Org. - Patronage Capital
 Part C, Line 8, Page 2
 9. Invest. in Assoc. Org. - Other - General Funds
 Part C, Line 9, Page 2
 10. Invest in Assoc. Org. - Other - Nongeneral Funds
 Part C, Line 10, Page 2

BALANCE CHECK RESULTS

0 Please Review
 1 Matches

Total Lines 7, 8, 9 & 10
 7a - Part I - Investments in Associated Organizations
 Column (b) - Included (\$) Part I, Subtotal (b)
 Column (c) - Excluded (\$) Part I, Subtotal (c)
 Column (d) - Income or Loss Part I, Subtotal (d)
 Total Difference

BALANCE CHECK RESULTS

0 Please Review
 1 Matches

11. Investments in Economic Development Projects
 Part C, Line 11, Page 2
 7a - Part I - Investments in Economic Development Projects
 Column (b) - Included (\$) Part I, Subtotal (b)
 Column (c) - Excluded (\$) Part I, Subtotal (c)
 Column (d) - Income or Loss Part I, Subtotal (d)
 Total Difference

BALANCE CHECK RESULTS

0 Please Review
 1 Matches

12. Other Investments
 Part C, Line 12, Page 2
 7a - Part I - Other Investments
 Column (b) - Included (\$) Part I, Subtotal (b)
 Column (c) - Excluded (\$) Part I, Subtotal (c)
 Column (d) - Income or Loss Part I, Subtotal (d)
 Total Difference

BALANCE CHECK RESULTS

0 Please Review
 1 Matches

13. Special Funds
 Part C, Line 13, Page 2
 7a - Part I - Special Funds
 Column (b) - Included (\$) Part I, Subtotal (b)
 Column (c) - Excluded (\$) Part I, Subtotal (c)
 Column (d) - Income or Loss Part I, Subtotal (d)
 Total Difference

CFC FORM 7 DATA ERROR AND WARNING CHECKS

BALANCE CHECK RESULTS		Comments
<p>15. Cash-General Funds Part C, Line 15, Page 2</p>		
<p>0 Please Review</p> <p>1 Matches</p>	<p>7a - Part I - Cash - General Column (b) - Included (\$) Part I, Subtotal (b) Column (c) - Excluded (\$) Part I, Subtotal (c) Column (d) - Income or Loss Part I, Subtotal (d)</p> <p style="text-align: right;">Total Difference</p>	
<p>17. Special Deposits Part C, Line 17, Page 2</p>		
<p>0 Please Review</p> <p>1 Matches</p>	<p>7a - Part I - Special Deposits Column (b) - Included (\$) Part I, Subtotal (b) Column (c) - Excluded (\$) Part I, Subtotal (c) Column (d) - Income or Loss Part I, Subtotal (d)</p> <p style="text-align: right;">Total Difference</p>	
<p>18. Temporary Investments Part C, Line 18, Page 2</p>		
<p>0 Please Review</p> <p>1 Matches</p>	<p>7a - Part I - Temporary Investments Column (b) - Included (\$) Part I, Subtotal (b) Column (c) - Excluded (\$) Part I, Subtotal (c) Column (d) - Income or Loss Part I, Subtotal (d)</p> <p style="text-align: right;">Total Difference</p>	
<p>19. Notes Receivable - Net Part C, Line 19, Page 2</p>		
<p>21. Accounts Receivable - Net Other Part C, Line 21, Page 2</p> <p style="text-align: right;">Total Lines 19 & 21</p>		
<p>0 Please Review</p> <p>1 Matches</p>	<p>7a - Part I - Account & Notes Receivable - Net Column (b) - Included (\$) Part I, Subtotal (b) Column (c) - Excluded (\$) Part I, Subtotal (c) Column (d) - Income or Loss Part I, Subtotal (d)</p> <p style="text-align: right;">Total Difference</p>	
<p>Total Retirements (1+2) Part J, Line 3b, Page 3</p>		
<p>Total Cash Received (4+5) Part I, Line 6, Page 3</p>		
<p>Number of Full Time Employees Part I, Line 1, Page 3</p>		

CFC FORM 7 DATA ERROR AND WARNING CHECKS

PART E. CHANGES IN UTILITY PLANT

Balance Check - Changes in Utility Plant

<p>BALANCE CHECK RESULTS</p> <p><input type="radio"/> Needs Attention</p> <p><input type="radio"/> Matches</p>	<p>1. Total Utility Plant in Service Part C, Line 1, Page 2</p> <p>SUBTOTAL: (1 thru 11) Part E, Line 12(e), Page 3</p> <hr/> <p style="text-align: right;">Difference</p>
<p>BALANCE CHECK RESULTS</p> <p><input type="radio"/> Needs Attention</p> <p><input type="radio"/> Matches</p>	<p>2. Construction Work in Progress Part C, Line 2, Page 2</p> <p>Construction Work in Progress Part E, Line 13(e), Page 3</p> <hr/> <p style="text-align: right;">Difference</p>
<p>BALANCE CHECK RESULTS</p> <p><input type="radio"/> Needs Attention</p> <p><input type="radio"/> Matches</p>	<p>3. Total Utility Plant (1+2) Part C, Line 3, Page 2</p> <p>TOTAL UTILITY PLANT (12+13) Part E, Line 14(e), Page 3</p> <hr/> <p style="text-align: right;">Difference</p>

PART L. KWH PURCHASED AND TOTAL COST

<p>BALANCE CHECK RESULTS</p> <p><input type="radio"/> Needs Attention</p> <p><input type="radio"/> Matches</p>	<p>TOTALS (KWH Purchased) Part L, Line 21(e), Page 3</p> <p>16. TOTAL KWH Purchased Part R, Line 16(d), Page 3</p> <hr/> <p style="text-align: right;">Difference</p>
---	---

PART O. LONG-TERM DEBT SERVICE REQUIREMENTS

Balance

<p>BALANCE CHECK RESULTS</p> <p><input type="radio"/> Needs Attention</p> <p><input type="radio"/> Matches</p>	<p>38. Total Long-Term Debt (36 + 37) Part C, Line 38, Page 2</p> <p>45. Current Maturities Long-Term Debt Part C, Line 45, Page 2</p> <p>46. Current Maturities Long-Term Debt-Economic Dev. Part C, Line 46, Page 2</p> <p style="text-align: right;">Total Lines 38+45+46</p> <hr/> <p>Total Balance End of Year Part O, Line 12, Page 3</p> <hr/> <p style="text-align: right;">Difference</p>
---	--

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION FINANCIAL AND STATISTICAL REPORT	BORROWER NAME	Tri-County Rura
	BORROWER DESIGNATION	PA013
	ENDING DATE	12/31/2017
NOTES		

Appendix A - Auction 903 Short-Form Application Operational Questions

Responses to these questions and any supporting documentation will be withheld from public disclosure.

Operational History (if applicable)

Answer on a nationwide basis:

Has the applicant previously deployed consumer broadband networks (Yes/No)? If so, identify the date range for when broadband service was offered and in which state(s) service was offered. What specific last mile and interconnection (backhaul) technologies were used? Provide an estimate of how many subscribers are currently served. (If the applicant is no longer providing service in any state, estimate the number of customers that were served at the beginning of the last full year that the applicant did provide service.) What services (e.g., voice, video, broadband Internet access) were provided?

Tri County Rural Electric Cooperative, Inc. (Tri County) is a member-owned, non-profit electric cooperative in north-central Pennsylvania. Today the cooperative serves over 19,000 customers with electric service across a more than 3,300-mile distribution system. Incorporated on October 24, 1936, Tri-County has been providing electric service for over 82 years. Tri-County's service territory encompasses a seven-county region. The cooperative provides electricity to homes, farms, camps, businesses, and industry in Pennsylvania's Bradford, Cameron, Clinton, Lycoming, McKean, Potter and Tioga counties. Approximately 95% of the cooperatives accounts are either residential or seasonal. The remaining 5% are either public authority, commercial or industrial accounts.

Tri County is an electric distribution system, consisting of 26 substations and over 3,300 miles of line. Tri County actively pursues an aggressive right of way program to maintain service in a mountainous and densely forested region. Due to the rural nature of its service territory, the cooperative's average member density ratio is 5.7 members per mile of distribution line.

Proposed Network(s) Using Funding from the Phase II Auction

Answer for each state the applicant selected in its application:

1. Which network architectures and technologies will be used in the applicant's proposed deployment? How will voice services be provided? How will broadband Internet access service be provided?

Tri County will deploy a FTTP network architecture to serve the eligible census blocks within each census block group if it is awarded support funding in the reverse auction.

The fiber optic cable infrastructure will be designed in a manner that permits Tri County to utilize various technologies such as Active Ethernet, Gigabit Passive Optical Network (GPON), or various other next-generation technologies.

The proposed FTTP network architecture allows for the delivery of voice and data services across the broadband access platform. Tri County will utilize redundant Ethernet uplinks from the proposed FTTP electronics to a softswitch to facilitate voice services. The softswitch will contain connections to the public switched telephone network (PSTN) that will be required for the voice services implementation. Tri County will also complete any interconnection work and associated call translations to ensure proper availability of voice services.

Tri County will also implement redundant Ethernet uplinks from the proposed FTTP electronics to its core data network. These redundant connections ensure highly reliable broadband data communications services. Tri County will implement data network routers, Internet uplinks, and ISP services to support customers from the awarded census block groups for the CAF Phase II reverse auction.

2. What are the relevant industry standards, if any, for the last-mile technologies in the applicant's proposed deployment? If the applicant is proposing to use non-standard technologies, the applicant should identify which vendor(s) and product(s) are being considered, and provide links to the vendors' websites and to publicly available technical specifications of the product(s). (If technical specifications for the non-standard technologies are not available on a vendor's website, they may be submitted with this application.) Regardless of whether the applicant proposes to use standard or non-standard technologies – what capabilities of this technology and proposed network will enable performance tier (speed and usage allowance), latency and (where applicable) voice service mean opinion score (MOS) requirements to be met?

As discussed previously in question number 1, Tri County's proposed fiber optic cable infrastructure is designed to allow for various FTTP electronics technologies to be implemented. The Gigabit Passive Optical Network (GPON) access technology is standardized by the International Telecommunications Union in the ITU-T G.984 standard. Active Ethernet FTTP technologies are designed based on the IEEE 803.2ah Ethernet in the First Mile (EFM) standards. Next generation FTTP electronics equipment will also follow the appropriate industry standards.

The proposed FTTP electronics enables the network operator to provision peak data speeds to individual users in increments of 1 Mbps or less. This functionality allows Tri County to provide a wide variety of data rates up to 1 Gbps (including raw data and Ethernet overheads). Many FTTP electronics vendors utilize technologies such as NetFlow

or sFlow to enable the network operator to monitor total data usage on a per-subscriber basis.

The FTTP electronics technologies that will be implemented by Tri County utilize pulses of light to transmit voice and data traffic. This type of terrestrial technology using light results in one of the fastest possible transmission paths, thus creating a very low latency network.

As stated previously, FTTP technologies transmit voice and data traffic over the same physical network. The voice traffic is provisioned separately from the Internet traffic, which allows for the network operator to prioritize voice traffic over other types of traffic. Since light is not susceptible to electromagnetic interference like copper-based technologies (*e.g.* DSL, cable modems, etc.) or wireless implementations, the FTTP deployments offer high signal to noise ratios and the lowest possible error rates of any access technology. The result is the voice traffic over FTTP networks consistently having the highest possible mean opinion score (MOS).

3. Can the applicant demonstrate that the technology and the engineering design will fully support the proposed performance tier, latency and voice service requirements for the requisite number of locations during peak periods (Yes/No)? What assumptions about subscription rate and peak period data usage is the applicant making in this assertion? Describe concisely the information that can be made available to support this assertion.

Yes. As stated previously in the response to question 2, the FTTP technology utilized by Tri County enables the service provider to provision peak data speeds to individual users in increments of 1 Mbps or less. This functionality allows Tri County to provide a wide variety of data rates up to 1 Gbps (including raw data and Ethernet overheads).

The latency of light traveling through fiber optic cable is approximately 0.005 milliseconds per kilometer. The last-mile fiber optic cable infrastructure used to deliver the state-of-the-art broadband service to the eligible census blocks will be less than 20 kilometers from the FTTP central office electronics to the customer premises. Therefore, the total latency across this last mile fiber optical cable infrastructure is less than 0.1 milliseconds. A small amount of latency will be introduced by the FTTP central office electronics and the FTTP optical network terminal (ONT) at the customer premises; however, the total latency for this FTTP last mile service will be significantly less than the 100 millisecond latency tier.

As stated previously in the response to question 1, FTTP technologies transmit voice and data traffic over the same physical network. The voice traffic is provisioned separately

from the Internet traffic, which allows for the network operator to prioritize voice traffic over other types of traffic.

The FTTP electronics solution utilized by Tri County enables the use of multiple FTTP technologies to serve the end user. For subscribers served with Active Ethernet technology, the last mile connection is dedicated to an individual subscriber to support a line rate speed of up to 1 Gbps symmetrical (including raw data and Ethernet overhead). As a result, these subscribers served via Active Ethernet will not experience any impact on the last mile connection due to network usage of other subscribers.

For subscribers served via Gigabit Passive Optical Network (GPON) technology, a total of 2.4 Gbps may be shared by up to 32 subscribers. Each subscriber can be provisioned with up to a 1 Gbps data service. If Tri County provisions all 32 subscribers on an individual PON with 1 Gbps service, the result is an oversubscription rate of 13 to 1. The management system utilized for the proposed network provides Tri County with visibility into the total bandwidth utilization on each PON. If a PON is approaching total data usage of 2.4 Gbps by the 32 subscribers at peak times, Tri County can divide those subscribers into two separate PON networks with approximately 16 subscribers on each to ensure that the end users do not experience congestion on the last mile network.

In accordance with our current network management practices, Tri County will monitor the combined Internet usage of all subscriber traffic on the network to ensure sufficient uplink sizing to the Internet. As the total bandwidth usage at peak times approaches the purchased capacity for middle mile and Internet bandwidth services, Tri County will increase the purchased middle mile and Internet capacity to mitigate the potential for network congestion.

4. Can the applicant demonstrate that all the network buildout requirements to achieve all service milestones can be met (Yes/No)? The applicant will be required to submit a detailed project plan in the long-form application if it is named as a winning bidder. Describe concisely the information that the applicant would make available in such a detailed project plan.

Yes. The applicant will submit a detailed project plan in the long-form application if it is named as a winning bidder. The purpose of this project plan is to demonstrate that the applicant will complete the network buildout requirements to achieve all service milestones.

The detailed project plan will include quarterly milestones over the entire project period. These milestones may include items such as:

- Detailed engineering design
- Fiber optic cable construction bid process
- FTTP electronics RFP process
- Fiber optic cable construction
- FTTP electronics installation and commissioning
- Quality control and network testing
- Community outreach and broadband adoption efforts
- Customer activation

If the project includes a phased construction plan, the overall project plan will distinguish between the phases and will provide information on the estimated quantities of locations in which advanced services will be made available at the end of each phase. The overall project plan may include a spreadsheet containing the quarterly milestones, a Gantt chart, and/or a phased buildout map.

5. For the proposed performance tier and latency combination, can the applicant demonstrate that potential vendors, integrators and other partners are able to provide commercially available and fully compatible network equipment/systems, interconnection, last mile technology and customer premise equipment (CPE) at cost consistent with applicant's buildout budget and in time to meet service milestones (Yes/No)? Describe concisely the information and sources of such information that the applicant could make available to support this response.

Yes. Tri County's engineering consultant has extensive experience deploying FTTP networks using the vendors and commercially available equipment that are assumed to be deployed for the proposed project. This provides both parties with detailed information on the pricing and functionality of the proposed system. In addition, the equipment vendors utilized by Tri County provide standards-based, commercially available solutions that meet the performance tier and latency requirements. As stated previously, the proposed technology implementation provides data rates up to the full 1 Gbps line rate (including raw data and Ethernet overheads) on a 1 Gigabit Ethernet customer interface.

The experience of Tri County's consultant with FTTP network implementations provides for an accurate estimate for the cost of the FTTP electronics.

6. Can the applicant describe how the network will be maintained and services provisioned (Yes/No)? Can the applicant demonstrate that it can provide internally developed operations systems for provisioning and maintaining the proposed network including equipment and segments, interconnections, CPE and customer services at cost consistent with applicant's buildout budget and in time to meet service milestones (Yes/No)? If not,

can the applicant demonstrate that potential vendors, integrators, and other partners are able to provide commercially available and fully compatible operations systems and tools for provisioning and maintaining the proposed network at cost consistent with applicant's buildout budget and in time to meet service milestones (Yes/No)? Describe concisely the information and sources of such information that the applicant could make available to support these responses.

Yes. Tri County will utilize a commercially available element management system developed by the FTTP electronics manufacturer. This management system allows for a variety of functions such as service provisioning, system monitoring and alarming, software upgrades, and CPE management.

Yes. Since Tri County intends to utilize a proven commercially available FTTP electronics management system, there are no concerns about the element management system from a functionality, pricing, or timeline perspective.

7. If the applicant is using satellite technologies, describe concisely the total satellite capacity available and possible methods the applicant will utilize to assign bandwidth and capacity for each spot beam.

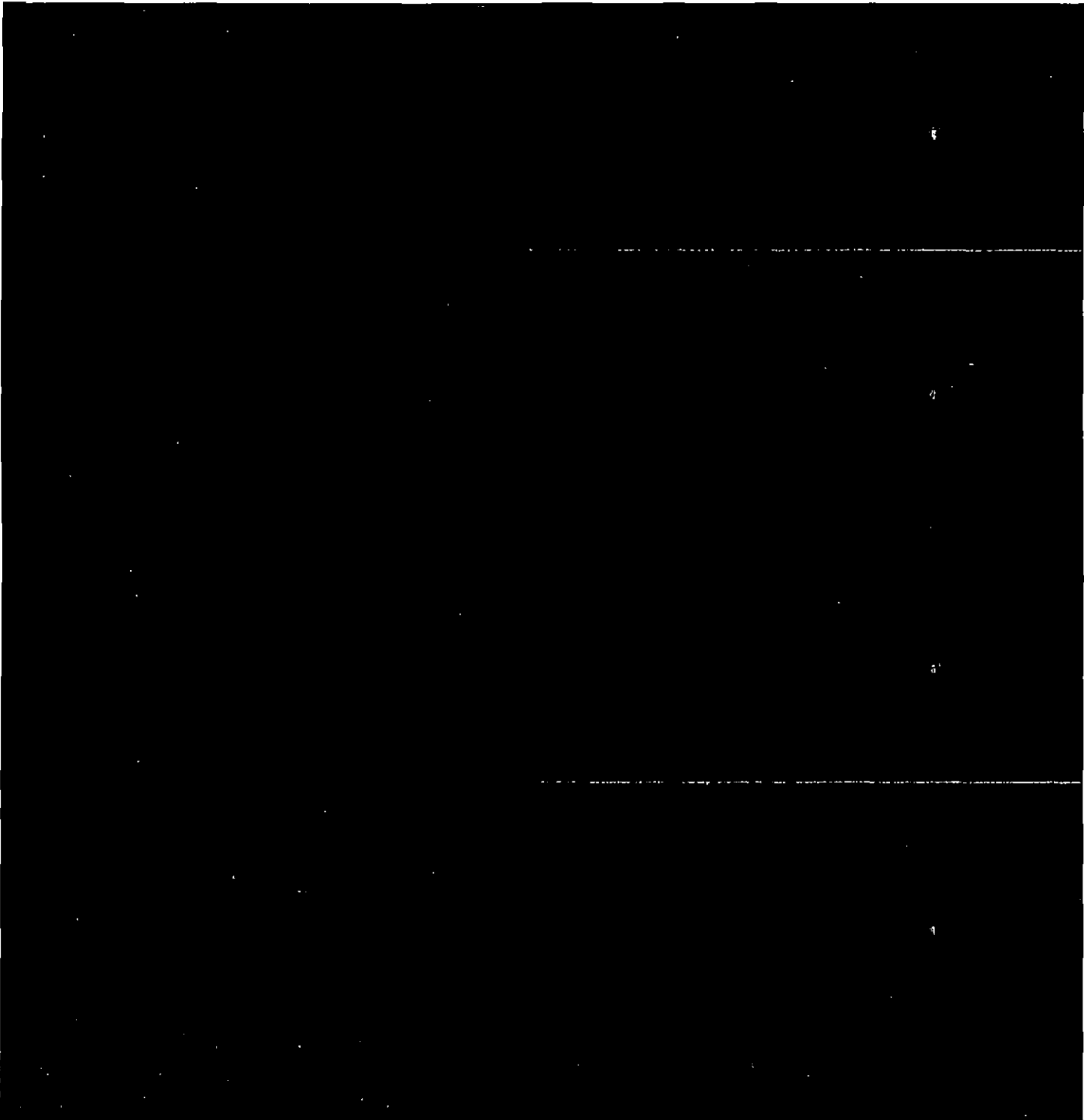
Non-Applicable

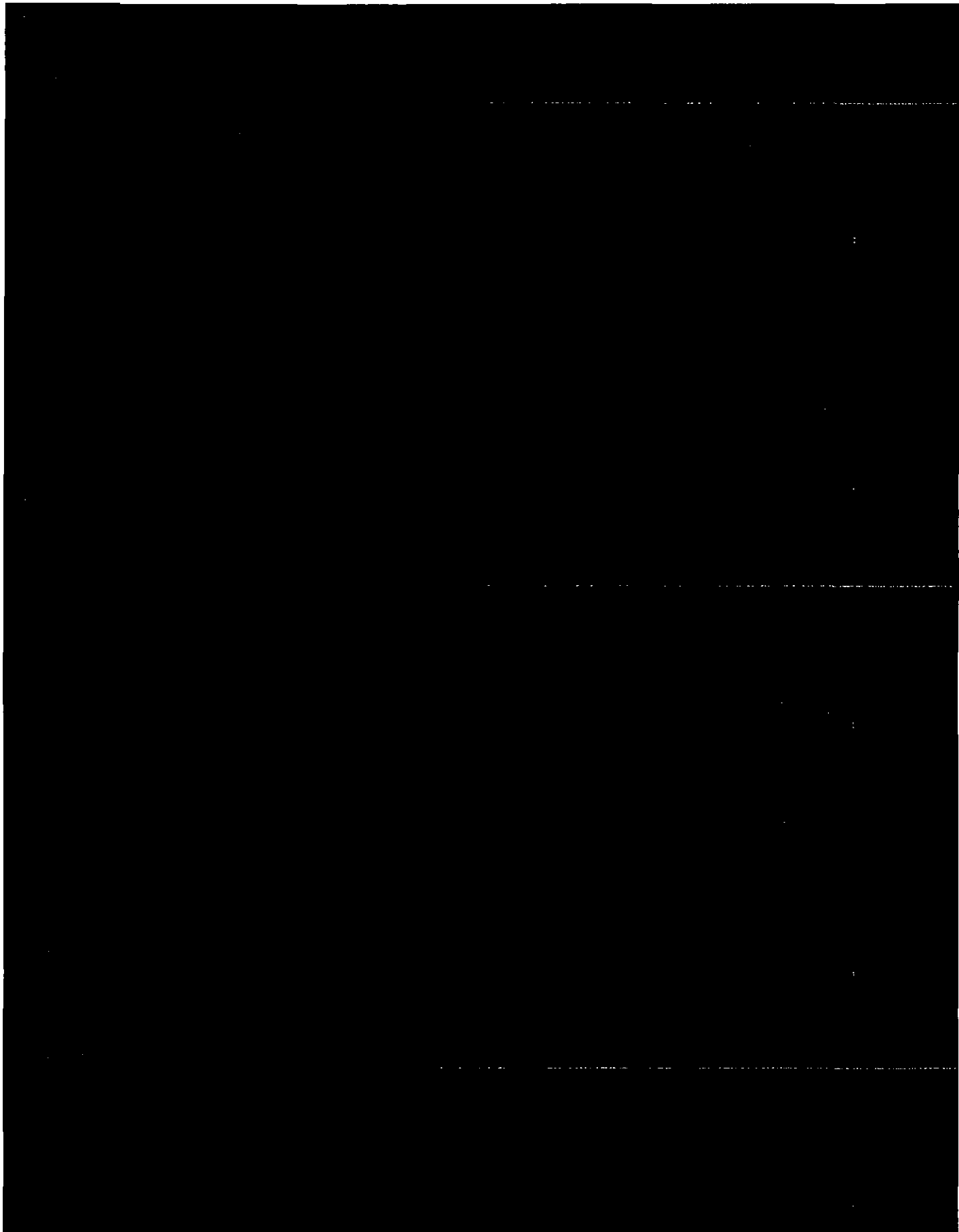
Appendix B – Operating Companies

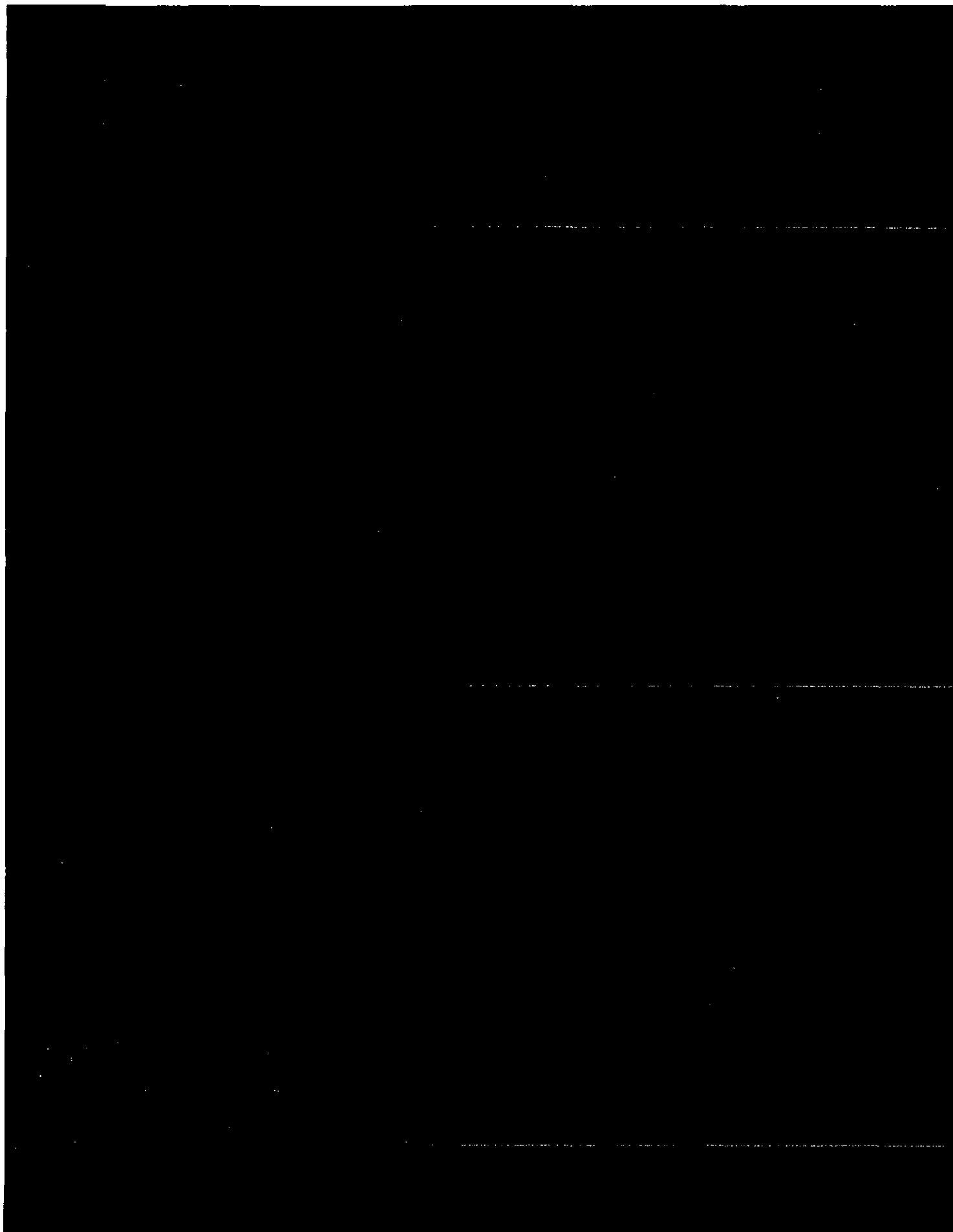
Tri County Rural Electric Cooperative, Inc. (Tri County) is a holding company that is submitting its application on behalf of itself and an operating company that will be created to operate the FTTP network for voice and broadband services if Tri County wins in the auction. The new operating entity will be formed in time to fill out the long form application to claim any winning bids. The new entity will also get ETC status, the letter of credit and will be responsible for all FCC buildout and public interest obligations as required by FCC rules.

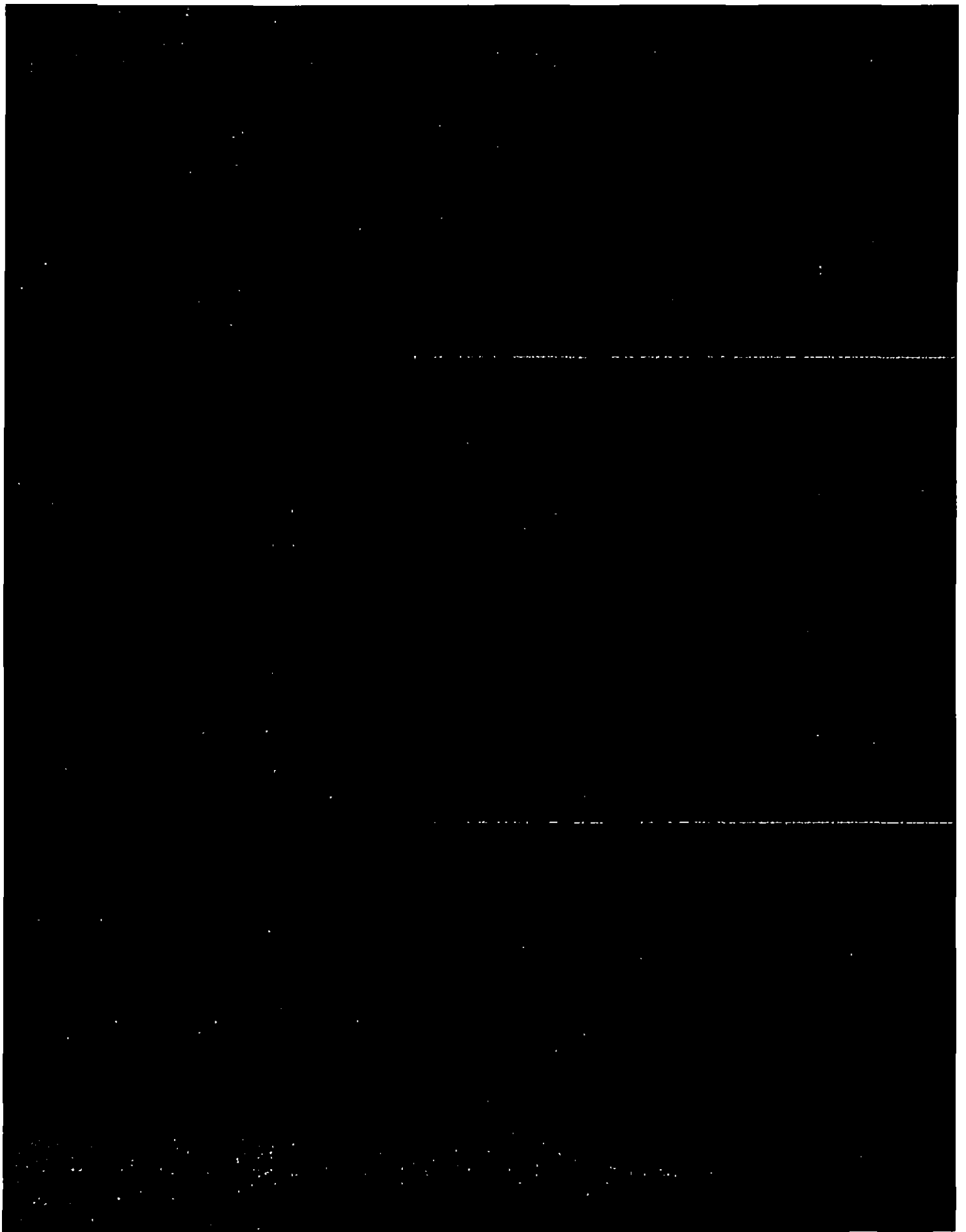
Tri County Rural Electric Cooperative, Inc.
Auction 903- CAF Phase II Auction
FCC Form 183

APPENDIX D - Financial Statements









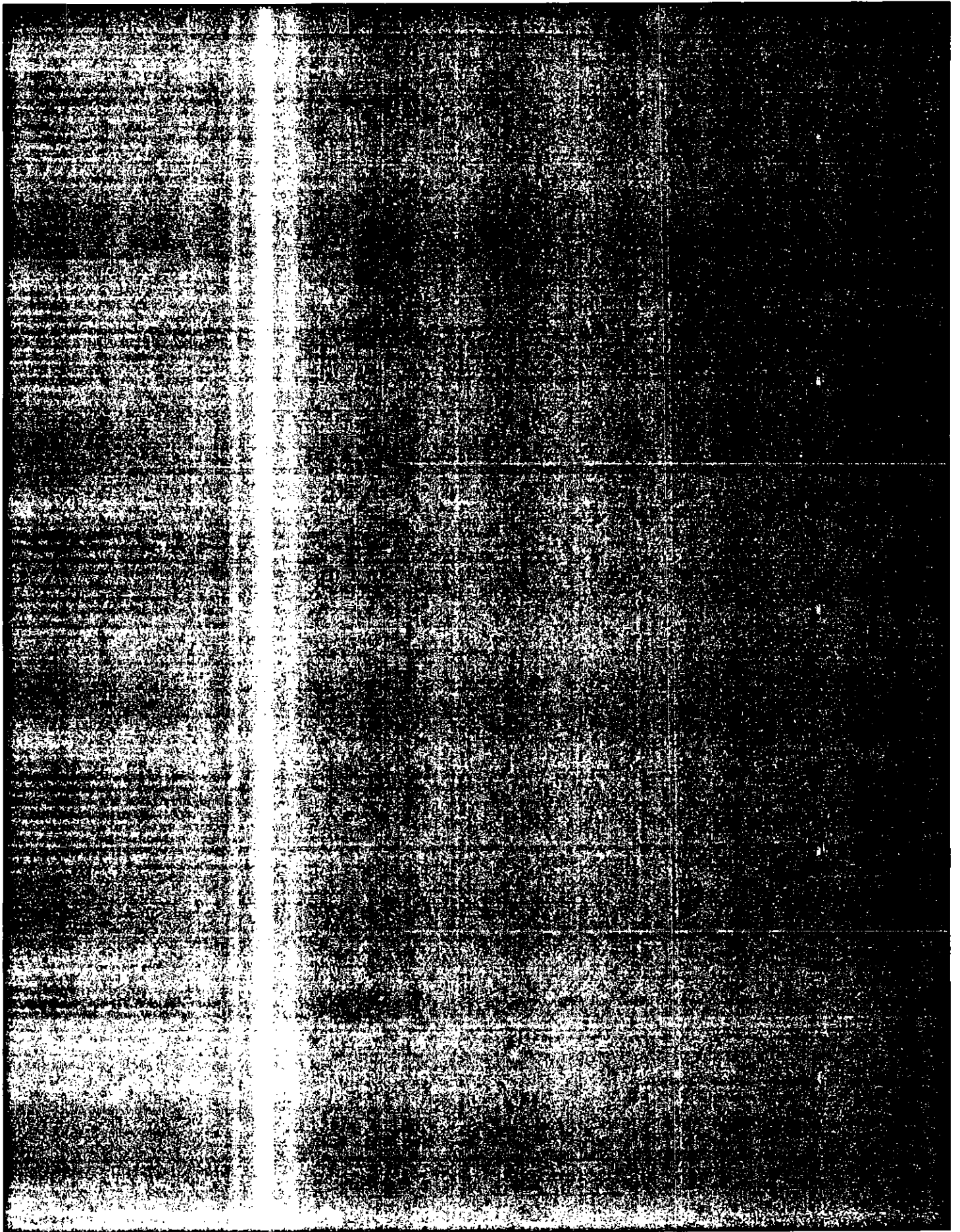


EXHIBIT 2

**PUBLIC NOTICE, *CONNECT AMERICA FUND PHASE II AUCTION (AUCTION 903)*
CLOSES, WINNING BIDDERS ANNOUNCED, AU DOCKET NO. 17-182 AND WC DOCKET
NO. 10-90 (AUG. 28, 2018)**

RECEIVED

SEP 27 2018

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



PUBLIC NOTICE

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

News Media Information: 202-418-0500
Internet: <http://www.fcc.gov>
TTY: 888-835-5322

DA 18-887
August 28, 2018

**CONNECT AMERICA FUND PHASE II AUCTION (AUCTION 903) CLOSES
WINNING BIDDERS ANNOUNCED
FCC FORM 683 DUE OCTOBER 15, 2018**

AU Docket No. 17-182
WC Docket No. 10-90

1. By this Public Notice, the Rural Broadband Auctions Task Force, Wireless Telecommunications Bureau (WTB), and Wireline Competition Bureau (WCB) announce that bidding in the Connect America Fund Phase II (Phase II) auction (Auction 903) concluded on August 21, 2018. There were 103 winning bidders in the auction, with the 10-year support amount totaling \$1.488 billion and covering 713,176 locations in 45 states. Of the 974,223 locations in the 30,033 eligible census block groups (CBGs), approximately 73 percent of the locations are covered by winning bids. While winning bids are for a range of performance tiers, winning bids for downstream speeds of at least 100 megabits per second (Mbps) cover 53 percent of these locations. And over 99.7 percent of these locations will receive at least 25 Mbps downstream speeds, more than twice the 10 Mbps minimum standard for the Connect America Fund program.

2. Winning bidders are required to submit a post-auction application for support (FCC Form 683) no later than **October 15, 2018**. Winning bidders that wish to assign some or all of their winning bids to related entities must do so by **September 14, 2018**, using the Divide Winning Bids process described below.

I. WINNING BIDDERS

3. This Public Notice summarizes the results of the auction and provides winning bidders with important information, including FCC Form 683 filing requirements and support disbursement matters. Key information appears in the following attachments:

- | | |
|----------------------|---|
| Attachment A: | “Winning Bidders Summary” lists for each bidder: the state, the 10-year assigned support amount, and the number of locations assigned in winning bids. |
| Attachment B: | “State Results Summary” lists for each state with eligible areas in Auction 903: the total assigned support, the number of locations assigned, and the number of bidders with winning bids. |
| Attachment C: | “FCC Form 683: Application for Connect America Fund Phase II Auction Support – Instructions.” |

4. A copy of this Public Notice will be sent to each qualified bidder via overnight delivery to the contact person at the contact address listed in each qualified bidder’s short-form application (FCC Form 183).

II. AUCTION RESULTS

5. Concurrent with the release of this Public Notice, the Commission is making available the detailed auction results and bidding information described below.

Online Map: An interactive visual representation of the auction results is available on the Auction 903 web page (www.fcc.gov/auction/903) and at www.fcc.gov/reports-research/maps/caf2-auction903-results/. There are options for displaying all eligible areas and non-winning bids. Clicking on a state or winning bid listed on the right-hand side of the map will zoom the map in to that area.

Results Data: An online viewer of results data and downloadable files that include the identities of bidders and all their submitted bids are now available in the FCC Auctions Public Reporting System (auctiondata.fcc.gov), for which there is a link on the Results tab on the Auction 903 web page (www.fcc.gov/auction/903/).¹

6. Additionally, the Commission will soon make available certain, previously withheld information submitted in the applications to participate in the auction (FCC Forms 183). This information includes the state(s) and performance tier and latency combination(s) for which each applicant was found to be eligible and applicants' spectrum access attachments, if any.² The applications are viewable through the application search feature, which can be accessed through the Application tab on the Auction 903 web page.

III. POST-AUCTION PROCEDURES

7. Under the competitive bidding rules adopted in the *Phase II Auction Order*, Auction 903 winning bidders must file a post-auction application for support, also referred to as FCC Form 683, consistent with all requirements of the long-form application process.³ FCC Form 683 has two discrete parts—the Divide Winning Bids portion and the long-form application portion. Each winning bidder is required to file an FCC Form 683 to become authorized to receive support. Prior to completing the long-form application portion, a winning bidder may divide its winning bids by assigning them to related entities, as described below. If a winning bidder divides its winning bids among related entities, those entities will be required to file the long-form application portion of an FCC Form 683 for those winning bids, as described below. A winning bidder will be responsible for completing the long-form application portion of FCC Form 683 for any winning bids that it does not assign to a related entity.

¹ Because bids in Auction 903 implied annual support amounts, the bids and results data in the FCC Auctions Public Reporting System are on an annual basis, in contrast to the 10-year total support amounts reported in Attachments A and B.

² We will continue to withhold from routine public inspection responses to the technical questions in Appendix A of the *Auction 903 Procedures Public Notice* and any supporting information; financial information for which confidential treatment was requested under the section 0.459(a)(4) abbreviated confidential treatment process; and any other information subject to a request for confidential treatment that has been granted or remains pending. See *Connect America Fund Phase II Auction Scheduled for July 24, 2018; Notice and Filing Requirements and Other Procedures for Auction 903*, Public Notice, 33 FCC Rcd 1428, 1475-76, 1528-29, para. 127, App. A (2018) (*Auction 903 Procedures Public Notice*).

³ 47 CFR § 1.21004; *Connect America Fund et al.*, Report and Order and Further Notice of Proposed Rulemaking, 31 FCC Rcd 5949, 6000, para. 144 (2016) (*Phase II Auction Order*).

8. **Winning bidders that intend to file a long-form application covering all their winning bids are not required to participate in the Divide Winning Bids process.**⁴ Any winning bidder that does not submit the Divide Winning Bids portion of FCC Form 683 prior to 6:00 p.m. ET on September 14, 2018, must file a long-form application that covers *all* its winning bids. In such circumstances, the winning bidder must file the long-form application in its own name, be designated as the eligible telecommunications carrier (ETC) to serve the relevant areas, be named in the requisite letter(s) of credit, and fulfill the public interest obligations associated with receiving Phase II support.

A. Divide Winning Bids Portion of FCC Form 683

9. Any winning bidder that intends to assign some or all its winning bids to related entities must do so by submitting the Divide Winning Bids portion of the FCC Form 683 during the Divide Winning Bids filing window. **The Divide Winning Bids filing window will open at 10:00 a.m. Eastern Time (ET) on Tuesday, September 4, 2018, and close at 6:00 p.m. ET on Friday, September 14, 2018.** During this period, a winning bidder will be able to log into the Auction Application System using the FCC Registration Number (FRN) that it used to file its short-form application and complete the Divide Winning Bids portion of FCC Form 683. The instructions in Attachment C explain how a winning bidder can assign its winning bids to related entities.

10. A winning bidder may only assign its winning bids to a related entity that is named in its short-form application or that was formed after the short-form application deadline (i.e., March 30, 2018).⁵ The Auction Application System will not permit a winning bidder to assign its winning bids to another winning bidder. A related entity is an entity that is controlled by the winning bidder or is a member of (or an entity controlled by a member of) a consortium/joint venture of which the winning bidder is a member.⁶ Thus, if a holding company/parent company is a winning bidder in Auction 903, the winning bidder may designate at least one operating company that it controls to complete the long-form application to receive Phase II support for some or all of the winning bids in a state. If a consortium/joint venture is a winning bidder in Auction 903, the entity may designate at least one member of (or an entity controlled by a member of) the consortium/joint venture to complete the long-form application to receive Phase II support for some or all of the winning bids in a state.

11. A winning bidder may assign winning bids to more than one entity in a single state, but it cannot assign a single winning bid to more than one entity.⁷ Thus, a winning bidder may not apportion among multiple entities either: 1) eligible census blocks within a winning bid for an individual census block group, or 2) separate census block groups within a winning package bid.

12. **Each entity that is assigned a winning bid through the Divide Winning Bids process is the entity that must file the long-form application portion of FCC Form 683 in its own name, be designated as the eligible telecommunications carrier to serve the relevant area(s), be named in the requisite letter(s) of credit, and fulfill the public interest obligations associated with receiving Phase II support.**⁸

13. A winning bidder that assigns some or all its winning bids to a related entity must make a number of certifications in the Divide Winning Bids portion of FCC Form 683. In particular, it must certify and acknowledge that it:

⁴ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1442-43, para. 37.

⁵ *Id.* at 1442, para. 37 n.75.

⁶ *See generally id.* at 1441, para. 34 (defining a controlling interest for purposes of Auction 903 “as an individual or entity with positive or negative *de jure* or *de facto* control”); *see also* 47 CFR § 1.2105(a)(4)(i) (defining *de jure* and *de facto* control).

⁷ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1442, para. 37.

⁸ *Id.* at 1442-43, para. 37.

- has assigned the winning bids to related entities that were named in the short-form application or are newly formed,
- will *inform each entity of its filing obligation and cause each entity to submit a timely FCC Form 683 long-form application,*
- will be at risk for default if any of the related entities do not submit a timely FCC Form 683 long-form application, and
- will submit a timely FCC Form 683 long-form application for any of the winning bids that it did not assign to another entity.

B. Obligation to Apply for Support – Long-Form Application Portion of FCC Form 683

14. A winning bidder that retains any of its bids, as well as all entities that are assigned winning bids by a winning bidder, must electronically submit the long-form application portion of FCC Form 683 covering those bids prior to the close of the long-form application filing window. **The long-form application filing window will open at 10:00 a.m. ET on Monday, October 1, 2018, and will close at 6:00 p.m. ET on Monday, October 15, 2018.** Certain additional information may be submitted to the Commission after this filing window closes, as described below. **The Auction Application System will open a filing window at 10:00 a.m. ET on Monday, October 22, 2018 to permit applicants to submit this additional information by the relevant deadlines.**

1. Deadlines

15. Attachment C of this Public Notice provides instructions for completing the long-form application portion of FCC Form 683. These instructions are consistent with the Commission's requirements fully described in section 54.315(b) & (c) of the Commission's rules and paragraphs 289 to 316 of the *Auction 903 Procedures Public Notice*.⁹ Below is a summary of the information that must be submitted by the applicable application deadlines:¹⁰

- **Information due prior to 6:00 p.m. ET on October 15, 2018:**
 - **Applicant information**, including legal classification (e.g., corporation, general partnership, etc.), jurisdiction of formation, address, contact information, and responsible individual
 - **Whether the applicant has already been designated as an eligible telecommunications carrier (ETC) for all the eligible census blocks in a winning bid(s)**¹¹
 - If the applicant has already obtained a high-cost ETC designation that covers all the relevant areas in a state, it should submit the required ETC documentation and certification letter by this deadline so that Commission staff can expeditiously verify the applicant's ETC status in the state

⁹ 47 CFR § 54.315(b), (c); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1512-21, paras. 289-316; see also *Phase II Auction Order*, 31 FCC Rcd at 5986-6005, paras. 111-56.

¹⁰ As discussed in Attachment C, certain applicant information will be automatically transferred from a winning bidder's short-form application (FCC Form 183) to its long-form application (FCC Form 683).

¹¹ By February 25, 2019, the long-form applicant must obtain from all the relevant states or the Commission a high-cost ETC designation(s) that cover its winning bid areas and upload the required documentation and a certification letter to its FCC Form 683. 47 CFR § 54.315(b)(5); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519, para. 310; *Phase II Auction Order*, 31 FCC Rcd at 5999, 6002-05, paras. 141, 149-56.

- If the applicant has obtained a high-cost ETC designation for only some of the relevant areas in a state, Commission staff will not verify the applicant's ETC status in a state until the applicant has submitted the required documentation and certification letter for *all* the relevant areas in the state
- **Whether the applicant is required to submit audited financial statements** during the long-form application process and whether it seeks confidential treatment of those financial statements¹²
- **Initial project overview(s)** describing at a high-level the applicant's intended technology and system design for each state with a winning bid.¹³ An applicant should not include any confidential trade secrets or commercial information in its overview(s), which will be made publicly available.
- **Project funding description(s)** that explains how necessary construction will be funded in each state¹⁴
- **Spectrum access description(s)** demonstrating that the applicant has sufficient access to spectrum in each state, if applicable¹⁵
- **Agreement information**, including information regarding any agreements relating to the applicant's participation in Auction 903¹⁶
- **Ownership information**, including information regarding entities that have an ownership or other interest in the applicant and associated Commission-regulated businesses¹⁷
- **Various certifications**, including certifications regarding the applicant's compliance with statutory and regulatory requirements; financial and technical qualifications; available funds; compliance with the relevant public interest obligations and ETC requirements; and spectrum access, if applicable¹⁸

16. In the *Auction 903 Procedures Public Notice*, the Commission adopted a deadline of 60 days from the release of this Public Notice for long-form applicants to submit letter of credit commitment letters, as well as detailed technology and system design descriptions.¹⁹ We find good cause to waive this deadline and provide a short extension for the filing of this information. Generally, the Commission's rules may be waived for good cause shown.²⁰ Waiver of the Commission's rules is appropriate only if both: (1) special circumstances warrant a deviation from the general rule, and (2) such deviation will

¹² As noted below, the audited financial statements are due by February 25, 2019. 47 CFR § 54.315(b)(4); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519-20, para. 311; *Phase II Auction Order*, 31 FCC Rcd at 5983-84, 5989, paras. 102-03, 116.

¹³ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1514, para. 299.

¹⁴ 47 CFR § 54.315(b)(2)(vi); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1518, para. 306; *Phase II Auction Order*, 31 FCC Rcd at 5989, para. 116.

¹⁵ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1518-19, paras. 307-08.

¹⁶ *Id.* at 1485, para. 162.

¹⁷ 47 CFR §§ 1.2112(a), 54.315(b)(2)(i).

¹⁸ See, e.g., 47 CFR § 54.315(b)(2)(ii), (iii), (v), (vii); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1513-14, 1518, 1519, paras. 292-97, 306, 308.

¹⁹ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1514, 1519, paras. 300, 309.

²⁰ 47 CFR § 1.3.

serve the public interest.²¹ We find that special circumstances exist because we have shifted the initial post-auction filing deadline to allow for the Divide Winning Bids portion of FCC Form 683 and we cannot immediately open another filing window for the information due by the 60-day deadline due to administrative reasons.²² We conclude that it serves the public interest to extend the deadline to provide long-form applicants with sufficient time to submit this information after the filing window re-opens at 10:00 a.m. ET on Thursday, October 22, 2018, and before the deadline of 6:00 p.m. ET on November 5, 2018. Because we are only extending the 60-day deadline by a week and are not adjusting the final 180-day long-form application deadline, we expect that this extension will not materially delay our efforts to authorize applicants for support. Accordingly, we find the public interest benefits outweigh any potential harm.

- **Information due prior to 6:00 p.m. ET on November 5, 2018:**
 - **Letter of credit commitment letter(s)** for each applicable state from a qualified bank committing to issue an irrevocable stand-by letter of credit to the long-form applicant in the required form that covers the first year of support (at a minimum)²³
 - **Detailed technology and system design description(s)** for each applicable state, including a network diagram certified by a professional engineer; paragraphs 298 to 305 of the *Auction 903 Procedures Public Notice* provide detailed guidance on how an applicant can successfully meet this requirement²⁴
 - The professional engineer must certify that he or she has reviewed the network diagram and that the network is capable of delivering, to at least 95 percent of the required number of locations in each relevant state, voice and broadband service that meets the requisite performance requirements²⁵
 - While it is not necessary that the professional engineer certifying the network diagram have a Professional Engineer license, the certification should describe the professional engineer's qualifications such that the certifier's expertise is apparent
- **Information due prior to 6:00 p.m. ET on February 25, 2019:**
 - **Documentation of high-cost ETC designation(s)** in all areas where the applicant will receive support, as described in paragraph 310 of the *Auction 903 Procedures Public*

²¹ See *Northeast Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (citing *WAIT Radio v. FCC*, 418 F.2d 1153, 1157-59 (D.C. Cir. 1969), *cert. denied*, 93 S. Ct. 461 (1972)).

²² *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1512, para. 290 (noting that the original initial long-form application filing deadline was “[u]nless otherwise provided by public notice, within 10 business days after release of the Auction 903 closing public notice”).

²³ 47 CFR § 54.315(b)(3); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519, para. 309; *Phase II Auction Order*, 31 FCC Rcd at 5997, para. 134. At a minimum, the letter must provide the dollar amount of the letter of credit and the issuing bank's agreement to follow the terms and conditions of the Commission's model letter of credit in Appendix B of the *Phase II Auction Order*. *Phase II Auction Order*, 31 FCC Rcd at 6045-49, App. B. The requirements for a qualified bank are described in detail in the *Phase II Auction Order* and section 54.315(c) of the Commission's rules. 47 CFR § 54.315(c)(2); *Phase II Auction Order*, 31 FCC Rcd 5992-97, paras. 126-33.

²⁴ 47 CFR § 54.315(b)(2)(iv); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1514-18, paras. 298-305.

²⁵ 47 CFR § 54.315(b)(2)(iv); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1514, para. 298; *Phase II Auction Order*, 31 FCC Rcd at 5987-88, para. 114.

*Notice.*²⁶ An applicant should also upload a .csv file of the census blocks that are included in the ETC designation order, if applicable.

- **ETC certification letter(s)** from an officer of the applicant certifying that the long-form applicant's ETC designation(s) covers all the areas where the applicant will receive support²⁷
- If not provided with the FCC Form 183 short-form application by the long-form applicant or a related entity,²⁸ **financial statements from the prior fiscal year (i.e., 2017) that have been audited by an independent certified public accountant**, including the audit opinion, balance sheets, net income, and cash flow statements²⁹
 - The applicant must submit the audited financial statements of the entity that submitted its unaudited financial statements in the relevant FCC Form 183 short-form application or its own audited financial statements³⁰
 - Any applicant that fails to submit the audited financial statements as required by this deadline will be subject to a base forfeiture of \$50,000, which will be subject to adjustment upward or downward as appropriate based on criteria set forth in the Commission's forfeiture guidelines³¹

17. Timely submitted applications will be reviewed by Commission staff for completeness and compliance with the Commission's rules and to determine if the long-form applicant has demonstrated that it is technically and financially qualified to fulfill its Phase II public interest obligations if authorized to receive support. Commission staff will notify a long-form applicant if additional information is required. If the application and the information with respect to each winning bid in a particular state is complete and the long-form applicant has demonstrated that it is technically and financially qualified, WCB will release a public notice identifying the applicant and the winning bids for which the Commission is ready to authorize Phase II support.³² If a long-form applicant ultimately fails to provide all the required information or demonstrate that it is technically and financially qualified, WCB will release a public notice identifying the applicant and the winning bids that are considered in default.³³

²⁶ 47 CFR § 54.315(b)(5); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519, para. 310; *Phase II Auction Order*, 31 FCC Rcd at 5999, para. 141.

²⁷ 47 CFR § 54.315(b)(5); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519, para. 310; *Phase II Auction Order*, 31 FCC Rcd at 5999, para. 141.

²⁸ In this context, a related entity means the long-form applicant's parent/holding company or, if the long-form applicant is a member of a consortium or joint venture, the member of the consortium or joint venture that submitted financial statements with the short-form application.

²⁹ 47 CFR § 54.315(b)(4); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519-20, para. 311; *Phase II Auction Order*, 31 FCC Rcd at 5983-84, 5989, paras. 102-03, 116.

³⁰ Accordingly, if the long-form applicant is a member of a consortium, it should submit the audited financial statements of the consortium member that submitted its unaudited financial statements in FCC Form 183. If the long-form applicant is an operating company of a holding company that filed a FCC Form 183 on behalf of the long-form applicant, the long-form applicant should submit the audited financial statements of the holding company. A long-form applicant also has the option of filing its own audited financial statements instead.

³¹ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519-20, para. 311; *Phase II Auction Order*, 31 FCC Rcd at 5984-85, paras. 103-05; 47 U.S.C. § 503(b)(2)(B); 47 CFR § 1.80(b)(8), note to paragraph (b)(8).

³² 47 CFR § 54.315(b)(6)(v).

³³ A long-form applicant that defaults on a winning bid in a state may still be authorized to receive support for its remaining winning bids in that state.

- If not already provided, the applicant will have 10 business days from the release of the public notice indicating that the Commission is ready to authorize support to submit:
 - **Irrevocable standby letter(s) of credit** for each state where the long-form applicant will be authorized to receive support. Long-form applicants should carefully review the letter of credit requirements in section 54.315(c) of the Commission's rules and in the *Phase II Auction Order*,³⁴ which are summarized below:
 - The letter(s) of credit must cover the first year of support for the state, at a minimum.³⁵ An applicant may obtain multiple letters of credit to cover all the bids in the state, but compliance with service milestones will be reviewed on a state-wide basis. Accordingly, if a long-form applicant chooses to obtain a letter of credit for each of its bids that are located in a state and defaults, a draw on all the letters of credit covering all of the bids in the state will be authorized.³⁶
 - The letter(s) of credit must be issued in substantially the same form as set forth in the model letter of credit provided in Appendix B of the *Phase II Auction Order*.³⁷
 - The long-form applicant must be the entity that is named in the letter(s) of credit.³⁸
 - The letter(s) of credit must be issued by a qualified bank. The issuing bank eligibility requirements are described in section 54.315(c)(2) of the Commission's rules and in paragraphs 126 to 133 of the *Phase II Auction Order*.³⁹
 - Before a support recipient can receive its next year's support and each year's support thereafter, it must modify, renew, or obtain a new letter of credit to ensure that it is valued at a minimum at the total amount of support that has already been disbursed plus the amount of support that is going to be provided in the next year, subject to certain reductions when the support recipient has substantially met its service milestones.⁴⁰
 - The letter(s) of credit must remain open until the support recipient has certified that it has met the final service milestone and the Universal Service

³⁴ 47 CFR § 54.315(c); *Phase II Auction Order*, 31 FCC Rcd at 5989-99, 6045-49, paras. 119-40, App. B.

³⁵ 47 CFR § 54.315(c)(1); *Phase II Auction Order*, 31 FCC Rcd at 5997, para. 135.

³⁶ *Phase II Auction Order*, 31 FCC Rcd at 5991, para. 122 & n.242.

³⁷ *Id.* at 6045-49, App. B.

³⁸ *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1443, para. 37.

³⁹ 47 CFR § 54.315(c)(2); *Phase II Auction Order*, 31 FCC Rcd 5992-97, paras. 126-33.

⁴⁰ 47 CFR § 54.315(c)(1); *Phase II Auction Order*, 31 FCC Rcd at 5991, 5997, paras. 122, 135. Once an Auction 903 support recipient has met its 60 percent service milestone, its letter of credit may be valued at 90 percent of the total support amount already disbursed plus the amount that will be disbursed in the coming year. Once an Auction 903 support recipient has met its 80 percent service milestone, its letter of credit may be valued at 60 percent of the total support amount already disbursed plus the amount that will be disbursed in the coming year. See *Connect America Fund et al.*, Order on Reconsideration, 33 FCC Rcd 1380, 1405, para. 64 (2018) (*Phase II Auction Reconsideration Order*); *Phase II Auction Order*, 31 FCC Rcd at 5997-98, para. 136.

Administrative Company (USAC) has verified that the build out obligation has been fulfilled⁴¹

- **Letter of Credit Bankruptcy Opinion Letter(s)** from legal counsel regarding the treatment of the letter(s) of credit or its proceeds in a bankruptcy proceeding⁴²

18. Once Commission staff has determined that a long-form application is complete and the long-form applicant is financially and technically qualified, and the letter(s) of credit and accompanying opinion letter(s) have been received and approved, WCB will issue a public notice announcing the authorization of support for the winning bid(s) and directing USAC to begin disbursing support.⁴³ USAC will issue a new study area code to each long-form applicant for each state in which it is authorized to receive support. Long-form applicants will be notified of the new study area code prior to the authorization for support along with procedures for disbursing support. Monthly support disbursements will begin shortly after the authorization public notice has been released.

19. If an applicant is not authorized to receive support for a winning bid, it will be in default and subject to forfeiture for that winning bid as described below.

2. Forfeiture in the Event of Default

20. As described in the *Phase II Auction Order*,⁴⁴ winning bidders or long-form applicants that have been assigned winning bids during the Divide Winning Bids stage will be subject to a forfeiture in the event of a default. A winning bidder or long-form applicant will be considered in default and will be subject to forfeiture if it fails to timely file a long-form application, fails to meet the document submission deadlines, is found ineligible or unqualified to receive Phase II support, and/or otherwise defaults on its winning bids or is disqualified for any reason prior to the authorization of support. Any such determination shall be final, and a winning bidder or long-form applicant shall have no opportunity to cure through additional submissions, negotiations, or otherwise.

21. In the event of an auction default, a base forfeiture per violation of \$3,000 may be imposed.⁴⁵ So that this base forfeiture amount is not disproportionate to the amount of a winning bidder's bid, the Commission has limited the total base forfeiture to five percent of the bidder's total assigned support for the bid for the support term.⁴⁶ Notwithstanding this limitation, the total base forfeiture will also be subject to adjustment upward or downward based on the criteria set forth in the Commission's

⁴¹ 47 CFR § 54.315(c)(1); *Phase II Auction Order*, 31 FCC Rcd at 5991, para. 123.

⁴² 47 CFR § 54.315(c)(3); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1520, para. 313; *Phase II Auction Order*, 31 FCC Rcd at 5992, para. 125.

⁴³ 47 CFR § 54.315(b)(6)(vi).

⁴⁴ *Phase II Auction Order*, 31 FCC Rcd at 6000-01, paras. 143-45; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1520-21, paras. 314-15.

⁴⁵ *Phase II Auction Order*, 31 FCC Rcd at 6000, para. 143; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1521, para. 315.

⁴⁶ *Phase II Auction Order*, 31 FCC Rcd at 6000-01, para. 144; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1521, para. 315. This would occur in situations where the dollar amount associated with the bid is low. For example, assume Bidder A's winning bid includes 100 CBGs for \$100,000 over the 10-year support term. We may impose a base forfeiture of \$5,000 (5 percent of \$100,000) because otherwise the base forfeiture would be \$300,000 (\$3,000 x 100 CBGs), which is three times the entire bid amount. In contrast, if Bidder B's winning bid includes 100 CBGs for \$7,000,000 over the support term, we may impose a base forfeiture of \$300,000 (\$3,000 x 100 CBGs), which is 4.3 percent of the total bid.

forfeiture guidelines.⁴⁷ A violation is defined as any form of default with respect to the minimum geographic unit eligible for bidding.⁴⁸ In other words, there shall be separate apparent violations for each census block group assigned in a bid.

C. General FCC Form 683 Information

22. For both the Divide Winning Bids and long-form application portions of FCC Form 683, the application may be filed at any time after the relevant filing window opens until the filing window closes. Applicants are strongly encouraged to file early and are responsible for allowing adequate time for filing their applications. Applications can be updated or amended multiple times until the relevant filing window closes.

23. A winning bidder and/or long-form applicant must always click on the CERTIFY & SUBMIT button on the “Certify & Submit” screen to successfully submit its FCC Form 683 and any modifications; otherwise, the application or changes to the application will not be received or reviewed by Commission staff. If a winning bidder or long-form applicant needs guidance or encounters technical difficulties in filing FCC Form 683, it may contact FCC Auctions Technical Support using the information in the Contact section, below.

D. Maintaining Accuracy of Information

24. Each long-form applicant must make all changes to its information in the Auction Application System using FCC Form 683. With the release of this Public Notice, long-form applicants are no longer required to maintain the accuracy and completeness of information furnished in their FCC Form 183 applications.

25. A long-form applicant will be permitted to make minor modifications to its application after the deadline for submitting applications.⁴⁹ Minor modifications include correcting typographical errors and supplying non-material information that was inadvertently omitted or not available at the time the application was submitted.⁵⁰ If a long-form applicant makes a major modification to its application, the application will be denied.⁵¹ In such an event, the long-form applicant will be subject to forfeiture. Major modifications include, but are not limited to, any changes in the ownership of the long-form applicant that constitute an assignment or transfer of control, any changes in the identity of the long-form applicant, or any changes in the required certifications.⁵²

E. Public Availability of FCC Form 683 Information

26. Information submitted in FCC Form 683 will generally be publicly available after Commission staff completes its review. Accordingly, a long-form applicant should take care not to include any unnecessary sensitive information, such as Taxpayer Identification Numbers or Social Security Numbers, in its application. However, consistent with the Commission’s limited information procedures in place for Auction 903, certain information will be withheld from routine public inspection even after support is authorized.

⁴⁷ See 47 U.S.C. § 503(b)(2)(B); 47 CFR § 1.80(b)(8), note to paragraph (b)(8); *Phase II Auction Order*, 31 FCC Rcd at 6000-01, para. 143; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1521, para. 315.

⁴⁸ *Phase II Auction Order*, 31 FCC Rcd at 6000, para. 144; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1521, para. 315.

⁴⁹ 47 CFR § 54.315(b)(6)(iii).

⁵⁰ *Id.*

⁵¹ *Id.* § 54.315(b)(6)(iv).

⁵² *Id.*

27. Information related to a long-form applicant's detailed technology and system design description and its project funding description will be treated as confidential and will be withheld from public inspection.⁵³ The Commission will treat long-form applicants that submit this information as having made a request to treat this information as confidential trade secrets and/or commercial information. As such, a long-form applicant need not submit a separate section 0.459 confidentiality request for this information with its FCC Form 683.

28. Moreover, a long-form applicant may request confidential treatment of its audited financial statements directly on FCC Form 683, using an abbreviated process under section 0.459(a)(4) of the Commission's rules. The applicant need not submit a separate section 0.459 confidentiality request with its FCC Form 683.⁵⁴

29. Nevertheless, if a request for public inspection under section 0.461 is made for the long-form applicant's audited financial statements, detailed technology and system design description, or project funding description, the long-form applicant will be notified and then must justify the continued confidential treatment of the information if it objects to the disclosure.⁵⁵

30. A long-form applicant may include with its FCC Form 683 a request that any other information submitted in its application not be made routinely available for public inspection following the procedures set forth in section 0.459 of the Commission's rules.⁵⁶ Requests for confidential treatment of information other than that discussed above will not be routinely granted.

IV. OTHER IMPORTANT INFORMATION

A. Maintaining Prohibition on Certain Communications

31. Section 1.21002 of the Commission's rules provides that, subject to specified exceptions, after the deadline for filing a short-form application, an applicant "is prohibited from communicating with any other applicant in any manner the substance of its own, or one another's, or any competing applicant's bids or bidding strategies, until after the post-auction deadline for winning bidders to submit applications for support."⁵⁷ As explained more fully in the *Auction 903 Procedures Public Notice*, this prohibition took effect as of the short-form application filing deadline, i.e., March 30, 2018, at 6:00 p.m. ET, and extends until the deadline for filing the long-form application portion of FCC Form 683, i.e., **October 15, 2018, at 6:00 p.m. ET.**⁵⁸

⁵³ *Id.* § 0.459; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1515, paras. 300 n.447 & 306 n.499. A long-form applicant's high-level initial project overview will be made publicly available. *Id.* at 1514, para. 299.

⁵⁴ 47 CFR § 0.459(a)(4). To ensure that the particular information is afforded such treatment, in both cases, a long-form applicant must upload the information to FCC Form 683 using the appropriate attachment "type" as described in the instructions in Attachment C.

⁵⁵ *Id.* § 0.461

⁵⁶ *Id.* § 0.459.

⁵⁷ *Id.* § 1.21002(b).

⁵⁸ See *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1477, para. 134.

32. **This prohibition applies to all short-form applicants regardless of whether such applicants became qualified bidders or actually bid.**⁵⁹ We also emphasize that, for purposes of this prohibition, an “applicant” includes the entity filing the application, each entity capable of controlling the applicant, and each entity that may be controlled by the applicant or by an entity capable of controlling the applicant.⁶⁰

33. The prohibition of “communicating in any manner” includes public disclosures, private communications, and indirect or implicit communications, as well as express statements of bids and bidding strategies.⁶¹ Consequently, an applicant must take care to determine whether its auction-related communications may reach another applicant.

B. High-Cost Eligible Telecommunications Carrier Designations

34. As noted above, by February 25, 2019, the long-form applicant must have obtained a high-cost ETC designation(s) from all the relevant states or the Commission that covers its winning bid areas and must submit the required documentation and a certification letter(s) from an officer.⁶² Long-form applicants subject to state jurisdiction must petition the relevant state commissions for ETC designation and should follow state rules and requirements to apply for designation(s).⁶³ Long-form applicants not subject to state jurisdiction must petition the Commission for designation(s) as described in the *Auction 903 ETC Public Notice*.⁶⁴

35. In the event a long-form applicant determines that it will be unable to obtain the necessary ETC designations within 180 days, it should upload a petition for waiver of the deadline to its FCC Form 683. The Commission has found that it would be appropriate to waive the 180-day timeframe if the long-form applicant is able to demonstrate that it has engaged in good faith efforts to obtain an ETC designation, but the proceeding is not yet complete.⁶⁵ A waiver of the 180-day deadline would be appropriate if, for example, an entity has an ETC application pending with a state and the state’s next scheduled meeting at which it would consider the ETC application will occur after the 180-day window. When considering waivers of the 180-day timeframe for obtaining ETC designation, we will presume that

⁵⁹ An entity that submits an application becomes an “applicant” under the rule at the application filing deadline and that status does not change based on subsequent developments. *See, e.g., Star Wireless, LLC v. FCC*, 522 F.3d 469 (D.C. Cir. 2008) (section 1.2105(c) applies to applicants regardless of whether they are qualified to bid). Thus, an auction applicant that does not correct deficiencies in its application, or does not otherwise become qualified, remains an “applicant” for purposes of the rule and remains subject to the prohibition on certain communications until the long-form application filing deadline.

⁶⁰ 47 CFR § 1.21002(a).

⁶¹ *Id.*; *see generally Updating Part 1 Competitive Bidding Rules*, Report and Order et al., 30 FCC Rcd 7493, 7577, para. 199 (2015) (explaining that similar section 1.2105(c) language prohibiting communicating bids or bidding strategies “in any manner” bars “communicating bids or bidding information, either directly or indirectly”); *Cascade Access, L.L.C.*, Forfeiture Order, 28 FCC Rcd 141, 144, para. 7 (EB 2013) (rejecting argument that the communication was not prohibited because it did not reveal the “substance” of Cascade’s bids or bidding strategies).

⁶² 47 CFR § 54.315(b)(5); *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1519, para. 310.

⁶³ 47 U.S.C. § 214(e)(2).

⁶⁴ 47 U.S.C. § 214(e)(6); *WCB Reminds Connect America Fund Phase II Auction Applicants of the Process for Obtaining a Federal Designation as an Eligible Telecommunications Carrier*, WC Docket Nos. 09-197, 10-90, Public Notice, DA 18-714 (WCB July 10, 2018). As described in the public notice, the Commission places the burden of proof upon the petitioner seeking a Commission ETC designation to demonstrate that the Commission has jurisdiction. *Id.* at 1-2.

⁶⁵ *Phase II Auction Order*, 31 FCC Rcd at 6002-03, paras. 152-53.

an entity acted in good faith if the entity files its ETC application **within 30 days** of the release of this Public Notice.⁶⁶

C. Public Interest Obligations and Annual Reporting Requirements

36. To ensure that Phase II support meets the Commission's public interest objectives, a long-form applicant that has received notice from the Commission that it is authorized to receive Phase II support will be subject to a variety of obligations, including service requirements, service milestones, reporting, and record retention requirements.⁶⁷ This includes the requirement that Auction 903 support recipients test and certify compliance with the relevant performance requirements in accordance with the uniform framework to measure and report on performance that was adopted by WCB, WTB, and the Office of Engineering and Technology.⁶⁸

37. An Auction 903 support recipient will be subject to non-compliance measures if it fails or is unable to meet the service milestones or other service requirements, or fails to fulfill any other term or condition of Phase II support.⁶⁹ As described in the *December 2014 Connect America Order*, the *Phase II Auction Order*, and the *CAF Performance Measures Order*, these measures will scale with the extent of non-compliance, and include additional reporting, withholding of support, support recovery, and drawing on the support recipient's letter of credit if the support recipient cannot pay back the relevant support by the applicable deadline.⁷⁰ A support recipient may also be subject to other sanctions for non-compliance with the terms and conditions of Phase II support, including, but not limited to, the Commission's existing enforcement procedures and penalties, potential revocation of ETC designations, and suspension or debarment.⁷¹

D. Location Total and Support Adjustment Process

38. If a Phase II support recipient cannot identify enough locations in the eligible census blocks in its winning bids to meet its statewide obligation, it will have one year from the release of this Public Notice to file evidence of the total number of locations in those census blocks, including geolocation data of all the locations it was able to identify.⁷² The support recipient's filing will be subject to review and comment by relevant stakeholders and an audit. If the support recipient demonstrates that the number of actual, on-the-ground locations is lower than the number estimated by the Connect America Cost Model, its state location total will be adjusted, and its support will be reduced on a pro rata basis.⁷³ If a support recipient finds that the number of actual locations has increased, its location total and support will not be increased.⁷⁴ We will release a public notice seeking comment on the implementation of this process.

⁶⁶ *Id.*

⁶⁷ See, e.g. 47 CFR §§ 54.309, 54.310(c), 54.313, 54.314, 54.316, 54.320; *Auction 903 Procedures Public Notice*, 33 FCC Rcd at 1433-36, 1473, paras. 12-17, 121 (providing a high-level summary of the relevant public interest obligations and high-cost ETC obligations).

⁶⁸ *Connect America Fund*, WC Docket No. 10-90, Order, DA 18-710 (WCB/WTB/OET July 6, 2018) (*CAF Performance Measures Order*).

⁶⁹ 47 CFR §§ 54.315(c)(4), 54.320.

⁷⁰ *Id.* §§ 54.315(c)(4), 54.320; *CAF Performance Measures Order* at 23-25, paras. 60-67; *Phase II Auction Order*, 31 FCC Rcd at 6016-18, paras. 189-94; *Connect America Fund et al.*, Report and Order, 29 FCC Rcd 15644, 15694-701, paras. 142-57 (2014) (*December 2014 Connect America Order*).

⁷¹ 47 CFR § 54.320(c); *Phase II Auction Order*, 31 FCC Rcd at 6018, para. 194.

⁷² *Phase II Auction Reconsideration Order*, 33 FCC Rcd at 1389-91, paras. 23-28.

⁷³ *Id.* at 1389, para. 23.

⁷⁴ *Id.* at 1390, para. 26.

E. Return of SecurID® Tokens

39. The SecurID® tokens distributed to qualified bidders were tailored to Auction 903 and will not work for future auctions. Each bidder should return its SecurID® tokens to the Commission for recycling. The Commission will send each bidder, along with the copy of this Public Notice, a pre-addressed, stamped envelope for returning the SecurID® tokens.

F. Contact Information

40. For further information, contact:

Technical Support

Electronic Filing
Auction Application System and CAF II Bidding
System (Hardware/Software Issues)

FCC Auctions Technical Support Hotline
(877) 480-3201, option nine; or (202) 414-1250
(202) 414-1255 (TTY)
Hours of service: 8:00 a.m. – 6:00 p.m. ET,
Monday through Friday

Press Information

Mark Wigfield, (202) 418-0253

General Universal Service Information

**Wireline Competition Bureau,
Telecommunications Access Policy Division**
Alex Minard
Heidi Lankau
Katie King
(202) 418-7400

Auction 903 Information

General Auction Information, Process, and
Procedures

Auctions and Spectrum Access Division
(717) 338-2868

Post-Auction Rules, Policies, and Regulations

Rural Broadband Auctions Task Force
Chelsea Fallon, (202) 418-7991
Kirk Burgee, (202) 418-1599
Nathan Eagan, (202) 418-0991

**Wireless Telecommunications Bureau
Auctions and Spectrum Access Division**
Mark Montano
(202) 418-0660

Small Businesses

Additional information for small and
disadvantaged businesses

**Office of Communications Business
Opportunities**
(202) 418-0990
<http://www.fcc.gov/ocbo/>

Accessible Formats

Braille, large print, electronic files, or
audio format for people with disabilities

Consumer and Governmental Affairs Bureau
(202) 418-0530 or (202) 418-0432 (TTY)
fcc504@fcc.gov

FCC Internet Sites

<http://www.fcc.gov>
www.fcc.gov/auction/903

- FCC -

EXHIBIT 3

TRI-CO'S GOVERNING DOCUMENTS, REGISTRATION MATERIALS, AND
CERTIFICATE OF GOOD STANDING

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

09/11/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

Tri-Co Connections, LLC

is duly registered as a Pennsylvania Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written


Robert Lanes

Acting Secretary of the Commonwealth

Certification Number: TSC180911151508-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: Suzanne Rivers Name 150 South Fifth Street, Suite 1200 Address Minneapolis MN 55402 City State Zip Code <input type="checkbox"/> Return document by email to: _____	Certificate of Organization Domestic Limited Liability Company DSCB:15-8821(rev. 2/2017)  8821
---	---

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125.00 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
 Tri-Co Connections, LLC

2. Complete part (a) or (b) – not both:

(a) The address of the limited liability company's initial registered office in this Commonwealth is:
 (post office box alone is not acceptable)

22 North Main Street, PO Box 526	Mainsfield	PA	16933	Tioga
Number and Street	City	State	Zip	County

(b) name of its commercial registered office provider and the county of venue is:

c/o:
 Name of Commercial Registered Office Provider _____ County _____

3. The name of each organizer is (all organizers must sign on page 2):

Name	Address
Shannon M. Heim	150 South Fifth Street , Suite 1200 , Minneapolis , Out Of State , MN , United States , 55402

4. Effective date of Statement of Registration (check, and if appropriate complete, one of the following):

The Certification of organization shall be effective upon filing in the Dept of State.

The Certification of organization shall be effective _____ at _____
 on: Date(MM/DD/YYYY) Hour (if any)

5. Restricted professional companies only.

Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).

- The company is a restricted professional company organized to render the following restricted professional service(s):
 - Chiropractic
 - Dentistry
 - Law
 - Medicine and surgery
 - Optometry
 - Osteopathic medicine and surgery
 - Podiatric medicine
 - Public accounting
 - Psychology
 - Veterinary medicine

6. Benefit companies only.

Check the box immediately below if the limited liability company is organized as a benefit company:

- This limited liability company shall have the purpose of creating general public benefit

Optional specific public benefit purpose. Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.

- This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):

7. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 05 day of June, 2018.

Shannon M. Heim

Signature

Entity Classification ElectionDepartment of the Treasury
Internal Revenue Service▶ Information about Form 8832 and its instructions is at www.irs.gov/form8832.

Type or Print	Name of eligible entity making election Tri-Co Connections, LLC	Employer identification number 83-0817578
	Number, street, and room or suite no. If a P.O. box, see instructions. 22 North Main Street	
	City or town, state, and ZIP code. If a foreign address, enter city, province or state, postal code and country. Follow the country's practice for entering the postal code. Mansfield, PA 16933	
	<input type="checkbox"/> Address change <input type="checkbox"/> Late classification relief sought under Revenue Procedure 2009-41 <input type="checkbox"/> Relief for a late change of entity classification election sought under Revenue Procedure 2010-32	

Part I Election Information**1 Type of election** (see instructions):

- a** Initial classification by a newly-formed entity. Skip lines 2a and 2b and go to line 3.
b Change in current classification. Go to line 2a.

2a Has the eligible entity previously filed an entity election that had an effective date within the last 60 months?

- Yes.** Go to line 2b.
 No. Skip line 2b and go to line 3.

2b Was the eligible entity's prior election an initial classification election by a newly formed entity that was effective on the date of formation?

- Yes.** Go to line 3.
 No. Stop here. You generally are not currently eligible to make the election (see instructions).

3 Does the eligible entity have more than one owner?

- Yes.** You can elect to be classified as a partnership or an association taxable as a corporation. Skip line 4 and go to line 5.
 No. You can elect to be classified as an association taxable as a corporation or to be disregarded as a separate entity. Go to line 4.

4 If the eligible entity has only one owner, provide the following information:

- a** Name of owner ▶ Tri-County Electric Cooperative
b Identifying number of owner ▶ 24-0744667

5 If the eligible entity is owned by one or more affiliated corporations that file a consolidated return, provide the name and employer identification number of the parent corporation:

- a** Name of parent corporation ▶ _____
b Employer identification number ▶ _____

**OPERATING AGREEMENT
OF
TRI-CO CONNECTIONS, LLC
(A Manager-Managed Single Member LLC)**

THIS OPERATING AGREEMENT ("Agreement") is dated as of June 5, 2018, by Tri-Co Connections, LLC, a Pennsylvania limited liability company (the "Company"), and Tri-County Rural Electric Cooperative, (the "Sole Member").

**ARTICLE I
ORGANIZATION AND DISSOLUTION**

Section 1.01 Purpose. The Company was formed for the object and purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Uniform Limited Liability Company Act contained in Pennsylvania Statutes Chapter 88, as amended from time to time (the "Act").

Section 1.02 Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company will have all of the powers specifically granted by the Act and all other powers necessary or convenient to its business and purposes.

Section 1.03 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent (if any) of the Company in the State of Pennsylvania are as stated in the Company's Articles of Organization on file with the Office of the Pennsylvania Secretary of State. The registered office and registered agent of the Company in the State of Pennsylvania may be changed, from time to time, by the Sole Member, by amendment of the Articles of Organization.

Section 1.04 Principal Place of Business. The principal business office of the Company will be the same as its Registered Office as provided under Section 1.03, as the same may be changed from time to time.

Section 1.05 Seal. This Company will have no seal.

Section 1.06 Fiscal Year. The Company's fiscal year for financial reporting and for federal income tax purposes shall be the calendar year.

Section 1.07 Dissolution. Notwithstanding Section 8871 of the Act, the Company shall be dissolved upon the first to occur of the following events: (a) upon the approval of the Sole Member; or (b) upon the entry of a decree of judicial dissolution permitted under Section 8871 of the Act. To the full extent permitted by applicable law, the foregoing events that cause dissolution of the Company shall be the exclusive events that cause the dissolution of the Company. In the event of dissolution, the Company will be wound up and terminated in accordance with Section 8872 of the Act.

ARTICLE II MEMBERSHIP

Section 2.01 Admission of Sole Member. The Sole Member is deemed admitted as a member of the Company upon the execution and delivery of this Agreement. The Company shall not admit any member or members other than the Sole Member, except in connection with a transfer explicitly authorized under Section 2.04 and consented to in writing by the Sole Member.

Section 2.02 Interest in the Company. The Sole Member owns 100% of the issued and outstanding ownership interest (the "Interest") in the Company. For purposes of this Agreement, the Sole Member's Interest includes all of the Sole Member's rights and interests in the Company in the Sole Member's capacity as a member of the Company, all as provided in the Act, the Articles of Organization, and this Agreement, including the Sole Member's interest in the capital, income, gain, deductions, losses and credits of the Company. Unless otherwise expressly separated, the Sole Member's Interest includes 100% of the transferable interest under the Act.

Section 2.03 Units. The Interest in the Company shall be apportioned into 1,000 units (each a "Unit" and collectively the "Units"), each of which represents a proportionate interest in the Interest, and therefore represents a proportionate interest in the rights and interests in the Company including a proportionate interest in the capital, distributions, income, gain, deductions, losses and credits of the Company. The Company, in its discretion, may provide a certificate representing such Units to each holder.

Section 2.04 Transfers. A member may transfer in whole or in part such member's Interest, provided that such transfer shall be made in writing and be delivered to the Company promptly upon the effectiveness of such transfer. If the Sole Member transfers all or any part of its Interest in the Company pursuant to this Section, the transferee will be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. **ANY SUCH TRANSFEREE ACKNOWLEDGES THAT THIS AGREEMENT, UNLESS AMENDED TO ACCOMMODATE MULTIPLE MEMBERS, CONTEMPLATES ONLY ONE MEMBER.** If a member transfers all of its Interest in the Company pursuant to this Section, such admission will be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor member will cease to be a member of the Company. The grant of a security interest in a member's Interest shall not be considered a transfer for purposes of this Section. Nothing shall restrict (a) the right of a member to grant a security interest in such member's Interest to any creditor, (b) the right of any creditor to exercise its remedies in respect of any such security interest, or (c) the right of any transferee in whole or in part of a member's interest in connection with the exercise of such remedies, upon compliance with the terms of this Section, to be admitted to the Company as a member.

Section 2.05 Reasonable Expectations. **ALTHOUGH THE COMPANY'S MEMBERS AND TRANSFEREES ARE (OR FROM TIME TO TIME MAY BE) OFFICERS AND/OR EMPLOYEES OF THE COMPANY, EACH MEMBER AND TRANSFEREE IS HOLDING ITS INTEREST IN THE COMPANY FOR ITS POTENTIAL AS AN EQUITY INVESTMENT AND WITHOUT ANY REASONABLE EXPECTATION UNDER THE ACT**

OR OTHERWISE THAT THE OWNERSHIP OF THE INTEREST WILL ENTITLE THE MEMBER OR TRANSFEREE TO ANY RIGHTS AS A MANAGER, OFFICER OR EMPLOYEE OF THE COMPANY THAT WOULD NOT EXIST IF THE MEMBER OR TRANSFEREE WERE NOT A MEMBER OR TRANSFEREE OF THE COMPANY. EACH MEMBER AND TRANSFEREE FURTHER AGREES THAT NO CHANGE IN THEIR EXPECTATIONS CONCERNING THEIR EMPLOYMENT BY THE COMPANY OR CONCERNING THEIR PARTICIPATION AS MANAGERS OR OFFICERS OF THE COMPANY WILL HAVE A REASONABLE BASIS UNLESS SET FORTH IN A WRITTEN AGREEMENT EXPRESSLY GRANTING THE MEMBER OR TRANSFEREE ADDITIONAL RIGHTS AS TO SUCH MATTERS. THE COMPANY HEREBY ADVISES THE MEMBERS AND TRANSFEREES THAT THE COMPANY HAS THE EXPECTATION THAT NO MEMBER OR TRANSFEREE SHALL HAVE ANY RIGHT TO EMPLOYMENT BY THE COMPANY OR TO CONTINUE TO BE AN OFFICER OF THE COMPANY BY VIRTUE OF THE MEMBER'S OR TRANSFEREE'S OWNERSHIP OF AN INTEREST, AND THE COMPANY WOULD NOT HAVE ISSUED OR CONSENTED TO THE TRANSFER OF THE INTEREST TO THE MEMBER OR TRANSFEREE IF THE MEMBER OR TRANSFEREE HAD ANY CONTRARY EXPECTATIONS.

Section 2.06 Other Business. The Sole Member and any person or entity affiliated with the Sole Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others (including, without limitation, businesses that may compete with the Company and/or any person or entity affiliated with the Company). The Sole Member and its affiliates shall not be required to present any such business opportunity or venture to the Company or its affiliates, even if the opportunity is of the character that, if presented to such persons or entities, could be taken by them. Neither the Company nor any other person shall by virtue of this Agreement have any rights in or to such business opportunities or ventures or the income or profits derived therefrom, notwithstanding any duty otherwise existing at law or in equity.

Section 2.07 Dissociation. A Member shall not cease to be a Member as a result of the bankruptcy of such Member or as a result of any other event specified in Section 8861 of the Act. So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any person who is a Member ceases to hold a Membership Interest (other than (i) a transfer for security purposes; or (ii) a charging order in effect under Section 8853 of the Act which has not been foreclosed), such person shall no longer be a Member and shall be dissociated. None of the events of dissociation set forth in Section 8861 of the Act (including those with respect to the expulsion of Members) shall apply to the Company.

ARTICLE III GOVERNANCE AND MANAGEMENT

Section 3.01 Operating Agreement. Subject only to the Act, the Sole Member and the Company intend that this Agreement (including any exhibits to this Agreement, which are hereby incorporated herein by reference), each as amended from time to time solely as provided in this Section 3.01, shall govern all aspects of the Company's business, activities and affairs as

the Company's sole operating agreement for purposes of the Act. The Sole Member and the Company intend that, during the entire term of this Agreement, the provisions of this Agreement shall supersede any provisions of the Act, as they now exist or as may be subsequently amended or restated, that are inconsistent or conflict with the provisions of this Agreement, to the maximum extent permitted by law. To the full extent permitted by the Act, and notwithstanding Section 8812(a) of the Act, the Sole Member and the Company hereby agree that: (a) this Agreement may not be amended orally or by implication and that no purported amendment to this Agreement shall be effective unless approved in writing by all of the members; and (b) this Agreement may not be supplemented or superseded by any oral or implied operating agreement.

Section 3.02 Management.

(a) *Manager-Managed.* The Company is and will be a "manager-managed limited liability company" within the meaning of the Act. In accordance with the Act, the managers shall have the authority to bind the Company and shall have the full, exclusive and complete power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Pennsylvania.

(i) *Managers.* The Sole Member will have the authority to appoint or elect individual persons as "managers" to be agents and representatives of the Company and to delegate to any such person all or any of its powers pursuant to this Agreement. Any number of offices or functions of those offices may be held or exercised by the same person. Notwithstanding anything to the contrary in this Agreement, no provision in this Agreement granting any authority to any manager of the Company shall limit the authority of the Sole Member to act on behalf of the Company in any capacity under law. The compensation, if any, of all managers will be fixed by the Sole Member. Any appointment, election or delegation made under the authority of this Section 3.02 may be revoked at any time by the Sole Member.

(ii) *President and Chief Financial Officer.* In the event that the Sole Member shall elect a President or a Chief Financial Officer, such persons shall, in addition to other duties prescribed by the Sole Member, be authorized to execute and deliver such agreements, instruments, certificates and document as the Sole Member shall approve by and behalf of the Company.

(iii) *Further Delegation.* Unless prohibited by a resolution adopted by the Sole Member, a manager elected or appointed by the Sole Member may delegate in writing some or all of the duties and powers of such person's office to other persons.

(iv) *Term of Office.* Each manager will hold office until a successor has been appointed by the Sole Member, or until such manager's prior death, resignation or removal from office.

(v) *Removal and Vacancies.* Any manager or agent elected or appointed by the Sole Member will hold office at the pleasure of the Sole Member

and may be removed, with or without cause, at any time by the Sole Member, subject to the terms of this Agreement. Any vacancy in an office of the Company will be filled by action of the Sole Member.

(b) *Voting.* Notwithstanding Section 8847 Subdivision (c) of the Act, in all matters on which a vote of manager is required or otherwise provided for, the vote of each manager will count equally.

(c) *Contract Rights.* Neither the election nor appointment of a person as a manager of the Company nor such manager's delegation of his duties or powers pursuant to this Section 3.02 shall, of itself, create contract rights. The Company may enter into an employment contract with a manager or agent for a period of time if, in the judgment of the Sole Member acting on behalf of the Company, the contract would be in the best interests of the Company. The fact that the contract may be for a term longer than the terms of the manager(s) or agent(s) of the Sole Member who authorized or approved the contract shall not make the contract void or voidable. **THIS AGREEMENT DOES NOT, AND IS NOT INTENDED TO, CONFER UPON ANY PERSON—INCLUDING WITHOUT LIMITATION A RECIPIENT OF AN APPOINTMENT, ELECTION OR DELEGATION PURSUANT TO THIS SECTION 3.02—ANY RIGHTS WITH RESPECT TO EMPLOYMENT BY THE COMPANY, AND NOTHING HEREIN SHOULD BE CONSTRUED TO HAVE CREATED ANY EMPLOYMENT AGREEMENT WITH ANY SUCH PERSON.**

ARTICLE IV FINANCIAL AND TAX MATTERS

Section 4.01 **Capital Contributions.**

(a) *Contributions.* The Company and the Sole Member acknowledge and agree that (i) the Sole Member has contributed capital to the Company equal to \$1,000 and (ii) the Company duly accepted such contribution(s) when made. The Sole Member is not required to make any additional capital contributions to the Company. The Sole Member may, however, elect to make additional capital contributions to the Company.

(b) *No Interest.* No interest shall be paid on the capital contributions of the Sole Member or upon any undrawn profits credited to the Sole Member's capital account.

(c) *Withdrawal.* The Sole Member shall not be entitled to withdraw any part of its capital contribution, to receive repayment of its capital contribution, or to receive any distribution from the Company except as specifically provided herein.

Section 4.02 Allocation of Profits and Losses. For so long as the Sole Member is the sole member of the Company, the Company shall be treated as a corporation for tax purposes. Upon there being multiple members, items of gains, profits, losses, deductions and credit shall be allocated in accordance with the number of Units owned by such member.

Section 4.03 Distributions. Distributions, if any, will be made in accordance with the number of Units owned by such member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Sole Member that would violate the Act or other applicable law.

Section 4.04 Loans to the Company. In order to meet the financial needs of the Company, the Company may borrow, from time to time, such amounts as the members of the Company are willing to lend and the Company may require, as determined by the Sole Member. Such amounts will be repaid by the Company on demand and bear interest to be agreed upon by the lending member and the Company. The Sole Member and the Company's managers are authorized to execute and deliver to the lending members promissory notes containing terms consistent with this Agreement or acts as the Sole Member or managers of the Company.

ARTICLE V INDEMNIFICATION AND EXCULPATION; LIMITATIONS ON LIABILITY

Section 5.01 Indemnification. The Company shall indemnify each person and his or her respective heirs, personal representatives, successors, and assigns, who is made or threatened to be made a party to a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company, by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding in the manner, under the circumstances and to the fullest extent permissible under the provisions of the Act, as it may from time to time be amended. In the event a person is made or threatened to be made a party to a threatened, pending or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company, by reason of the former or present official capacity of the person, the person shall be entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorneys' fees and disbursements, incurred by the person in advance of the final disposition of the proceeding, in the manner, under the circumstances and to the fullest extent permissible under the Act, as it may from time to time be amended.

Section 5.02 Exculpation. Neither any manager of the Company or other individual acting in his or her "official capacity" (as defined in the Act) nor the Sole Member (collectively, the "Covered Persons") shall be personally liable to the Company or any member of the Company for monetary damages for breach of fiduciary duty as a member or manager of the Company; provided, however, that this Section 5.02 shall not eliminate or limit the liability of the Covered Persons to the extent provided by applicable law for (i) liability based on a breach of the duty of loyalty to the Company or its members; (ii) for a financial benefit received by the Covered Person to which the Covered Person is not entitled; (iii) liability for a breach of a duty under Section 8846 of the Act, (iv) liability for intentional infliction of harm on the Company or a member of the Company or (v) liability for an intentional violation of criminal law. If the Act is hereafter amended to authorize the further elimination or limitation of the liability of the members and/or managers of a limited liability company, then the liability of the Covered Persons of the Company, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the fullest extent permitted by the amended Act. Any repeal or modification of this Section by the members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Covered Person existing at the time of such repeal or modification. The provisions of this Section shall not be deemed to limit or preclude indemnification of a Covered Person by the Company for any liability of a Covered Person which has not been eliminated by the provisions of this Section.

Section 5.03 No Personal Liability. Except as otherwise provided by applicable law or as expressly set forth in this Agreement: (a) the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise (i) are solely the debts, obligations or other liabilities of the Company, and (ii) do not become the debts, obligations or other liabilities of the Sole Member or any other Covered Person solely by reason of the Sole Member or Covered Person acting as a member, manager or officer of the Company; and (b) neither the Sole Member nor any other Covered Person shall, solely by reason of being a member, manager or officer of the Company, be obligated personally for the acts or omissions of any other member, manager, officer, appointee, delegate, agent or employee of the Company. Any repeal or modification of this Section by the members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Covered Person existing at the time of such repeal or modification.

Section 5.04 Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose on the Sole Member any implied duty (including, without limitation, any fiduciary duty and, for purposes of clarity, any prohibition on usurping opportunities of the Company) otherwise existing at law or in equity. To the fullest extent permitted by applicable law, the Company and any other person or entity that is a party to or is otherwise bound by this Agreement (including, without limitation, (a) the Company in its capacity as a debtor or debtor in possession in a bankruptcy case, (b) any successor to the Company in such a bankruptcy case or otherwise, including, without limitation, a trustee, a litigation trust or estate representative, and (c) any creditor or committee of creditors or equity holders seeking or obtaining standing to assert claims of the estate in a bankruptcy case) hereby expressly waives any and all duties (including, without limitation, fiduciary duties and, for purposes of clarity, any prohibition on usurping opportunities of the Company) that, absent such waiver, may be implied at law or in equity or otherwise owed to such waiving party by the Sole Member, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of the Sole Member are only as expressly set forth in this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.01 No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Sole Member and its successors and assigns, including without limitation any transferee in whole or in part of the Sole Member's Interest, and, to the extent set forth herein, the Covered Persons. Accordingly, to the fullest extent permitted by applicable law, the provisions of this Agreement shall not be construed as conferring any benefit upon any creditor of the Company other than as a transferee in whole or in part of the Sole Member's Interest (and no such creditor shall be a third-party beneficiary of this Agreement), and no Covered Person shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

Section 6.02 Applicable Law. All questions relating to the validity, performance, enforcement, and interpretation of this Agreement and the rights of the Company's members and transferees hereunder shall be governed by the laws of the State of Pennsylvania.

Section 6.03 Notices. Whenever under the provisions of this Agreement notice is required to be given to the Company, such notice shall be in writing and is deemed to have been

given when mailed or delivered to the Sole Member or to the Company at the principal executive office of the Company. Whenever under the provisions of this Agreement notice is required to be given to a member, such notice is deemed to have been given (a) when deposited in the United States mail, posted prepaid and addressed to the member at an address designated by the member, (b) when personally delivered to the member, (c) when deposited with a nationally recognized overnight delivery service for overnight delivery, or (d) when given by facsimile communication or electronic mail. Except as otherwise expressly permitted by this Agreement, all notices provided for in this Agreement shall be in writing. Notice is considered received when given.

COMPANY:

Tri-Co Connections, LLC

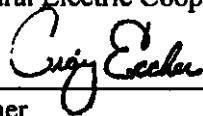
By: _____


Craig Eccher
Its: President

SOLE MEMBER:

Tri-County Rural Electric Cooperative

By: _____


Craig Eccher
Its: Chief Executive Officer

**MINUTES OF JOINT ACTION
BY SOLE MEMBER AND SOLE
MANAGER OF
TRI-CO CONNECTIONS, LLC
TAKEN WITHOUT A MEETING**

The following action is taken by the sole member and the sole manager of Tri-Co Connections, LLC, a Pennsylvania limited liability company (the "Company"), without a meeting, by authorizing the same in writing signed by the sole member and the sole manager of the Company.

I. ORGANIZATION

WHEREAS, it is reported for the permanent records of the Company that the Articles of Organization of the Company were filed in the Office of the Secretary of State of the State of Pennsylvania and the Certificate of Organization was issued on June 5, 2018.

NOW, THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that all of the actions taken by Shannon M. Heim, as the organizer of the Company, are in all respects hereby approved, ratified and adopted, and she is hereby released from all further responsibility regarding the Company.

II. OPERATING AGREEMENT

The following resolutions are hereby adopted:

RESOLVED, that the Company shall enter into an Operating Agreement with the initial member of the Company to govern the regulation and management of the affairs of the Company, which Operating Agreement shall be in such form as the manager of the Company executing the same may approve, such manager's approval to be conclusively evidence by his execution thereof;

FURTHER RESOLVED, that the sole manager of the Company is hereby authorized and directed to execute and deliver such Operating Agreement in the name of and on behalf of the Company; and

FURTHER RESOLVED, that the sole manager of the Company is hereby authorized and directed to take any and all action necessary to carry out the intent of the foregoing resolutions and to perform the Company's obligations under such Operating Agreement.

III. CAPITAL CONTRIBUTIONS

The following resolutions are hereby adopted:

RESOLVED, that the capital contributions to the Company by the initial member shall be made pursuant to and in accordance with the Operating Agreement of the Company;

FURTHER RESOLVED, that the contributions to the capital of the Company pursuant to the Operating Agreement are hereby accepted on behalf of the Company and are accorded the values provided for therein; and

FURTHER RESOLVED, that the sole manager of the Company is hereby authorized and directed to take any and all action necessary to carry out the intent of the foregoing resolutions, and to perform the Company's obligations under the Operating Agreement.

IV. BUSINESS EXPENSES

The following resolution is hereby adopted:

RESOLVED, that the sole manager of the Company is hereby authorized and directed to incur expenses to promote the business affairs of the Company in the nature of business entertainment, business travel, business gifts and similar expenses.

The above action is taken without a meeting by authorization in writing signed by the sole member of the Company and by authorization in writing consented to by the sole manager of the Company, which action is to be effective on June 5, 2018.

SOLE MEMBER:

SOLE MANAGER:

Tri-County Rural Electric Cooperative

By: _____

Craig Eccher
Craig Eccher
Its: Chief Executive Officer

Craig Eccher

**WRITTEN ACTION OF THE ORGANIZER
OF
TRI-CO CONNECTIONS, LLC**

The following actions are taken by the sole organizer of Tri-Co Connections, LLC, a Pennsylvania limited liability company (the "Company"), pursuant to Pennsylvania Statutes Chapter 88.

I. ELECTION OF MANAGERS

The following resolution is hereby adopted:

RESOLVED, that the following person is hereby appointed to be the sole manager of the Company and to serve until the next regular meeting of the members or until his successor or successors are otherwise duly elected and qualify:

Craig Eccher President

II. RESIGNATION OF ORGANIZER

The undersigned, Shannon M. Heim, does hereby resign, effective as of the date set forth below, as the sole organizer of the Company.

June 5, 2018



Shannon M. Heim, Organizer

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

OMB No. 1545-0003

EIN

▶ See separate instructions for each line. ▶ Keep a copy for your records.

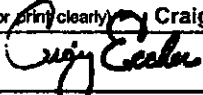
Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Tri-Co Connections, LLC	
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 22 North Main Street	5a Street address (if different) (Do not enter a P.O. box.)
	4b City, state, and ZIP code (if foreign, see instructions) Mainsfield, PA 16933	5b City, state, and ZIP code (if foreign, see instructions)
	6 County and state where principal business is located Tioga County, Pennsylvania	
	7a Name of responsible party Tri-County Rural Electric Cooperative	7b SSN, ITIN, or EIN
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	8b If 8a is "Yes," enter the number of LLC members 1	
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.		
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ 1120 <input type="checkbox"/> Personal service corporation <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____		
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____		
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State PA	Foreign country N/A
10 Reason for applying (check only one box)		
<input checked="" type="checkbox"/> Started new business (specify type) ▶ limited liability company <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ _____		
<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____		
11 Date business started or acquired (month, day, year). See instructions. June 5, 2018		12 Closing month of accounting year December
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>
Agricultural 0	Household 0	
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ N/A		
16 Check one box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. broadband service		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____		
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name Sue Rivers, Moss & Barnett	Designee's telephone number (include area code) (612) 877-5000
	Address and ZIP code 150 South Fifth Street, Suite 1200, Minneapolis, MN 55402	Designee's fax number (include area code) (612) 877-5999
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code)
Name and title (type or print clearly) Craig Eccher, President		()
Signature ▶ 		Applicant's fax number (include area code)
Date ▶		()

EXHIBIT 4

**TRI-CO'S APPLICATION TO THE PUC FOR AUTHORIZATION TO OPERATE AS A
COMPETITIVE LOCAL EXCHANGE CARRIER, DETARIFFED INTEREXCHANGE
FACILITIES-BASED CARRIER, AND SWITCHED ACCESS PROVIDER**

RECEIVED

SEP 27 2018

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



100 Pine Street • PO Box 1166 • Harrisburg, PA 17108-1166
Tel: 717.232.8000 • Fax: 717.237.5300

Pamela C. Polacek
Direct Dial: 717.237.5368
Direct Fax: 717.260.1736
ppolacek@mcneeslaw.com

September 27, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA HAND DELIVERY

**Re: Application of Tri-Co Connections, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2018-_____**

**Application of Tri-Co Connections, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as an Interexchange Toll Facilities-Based Carrier to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2018-_____**

**Application of Tri-Co Connections, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Switched Access Provider to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2018-_____**

Dear Secretary Chiavetta:

Enclosed for filing with the Pennsylvania Public Utility Commission is the **PUBLIC VERSION** of Tri-Co Connections, LLC's ("Tri-Co"), Application for approval to offer, render, furnish, or supply telecommunications services to the public in the Commonwealth of Pennsylvania. Tri-Co is also submitting a **CONFIDENTIAL VERSION** of its Application in a sealed envelope marked "Confidential" and requests proprietary treatment of the same. In addition, enclosed is a check in the amount of two-hundred and fifty dollars (\$250.00) to cover the requisite filing fee.

By this Application, Tri-Co seeks authority to provide service to customers in the following incumbent local exchange carrier ("ILEC") service territories: Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company; Frontier Communications of Canton, LLC; Frontier Communications of Oswayo River, LLC; North Penn Telephone Company; Verizon North LLC; Verizon Pennsylvania LLC; and Windstream Pennsylvania, LLC. Please note that Tri-Co is planning to provide IXC services on a detariffed basis.

www.McNeesLaw.com

Harrisburg, PA • Lancaster, PA • Scranton, PA • State College, PA • Columbus, OH • Frederick, MD • Washington, DC

Rosemary Chiavetta, Secretary
September 27, 2018
Page 2


Concurrent with this Application, Tri-Co is filing a Petition for Eligible Telecommunications Carrier ("ETC") designation. Tri-Co is required to obtain the ETC designation by February 25, 2019, under the rules and procedures that were established in the Federal Communications Commission's ("FCC") Connect America Fund ("CAF") Phase II auction, which was recently concluded. **Tri-Co requests concurrent consideration and approval of the Application with its ETC Petition on an expedited basis so it can meet the FCC's February 25, 2019, deadline.**

Tri-Co respectfully petitions for waiver of the requirements of 52 Pa. Code § 5.14(d) requiring a Notice of the Application to be published in the *Pennsylvania Bulletin* and in a newspaper of general circulation serving the affected service territories. Affected incumbent local exchange carriers have received direct notice of this filing by service as reflected on the attached Certificate of Service.

Please date stamp the extra copy of this transmittal letter and Application, and kindly return them for our filing purposes. If you have any questions concerning this matter, please contact the undersigned. Thank you.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 

Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

Enclosures

c: Certificate of Service
Ms. Erin Laudenslager, Bureau of Technical Utility Services (via Email)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA FIRST-CLASS MAIL

Tanya McCloskey, Esq.
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Frontier Communications of Canton, LLC
100 CTE Drive
Dallas, PA 18612

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Frontier Communications of Oswayo River, LLC
100 CTE Drive
Dallas, PA 18612

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

North Penn Telephone Company
4145 Route 549
Mansfield, PA 16933-9621

Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company
100 CTE Drive
Dallas, PA 18612

Windstream Pennsylvania, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212

Verizon Pennsylvania, Inc.
417 Walnut Street, 1st Floor
Harrisburg, PA 17101

Verizon North, LLC
417 Walnut Street, 1st Floor
Harrisburg, PA 17101

VIA HAND DELIVERY

David Screven
Law Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 3rd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

Gladys M. Brown, Chairman
Pennsylvania Public Utility Commission
Commonwealth Keystone Building,
3rd Floor, Room N-304
Harrisburg, PA 17105-3265

Andrew G. Place, Vice Chairman
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-305
Harrisburg, PA 17105-3265

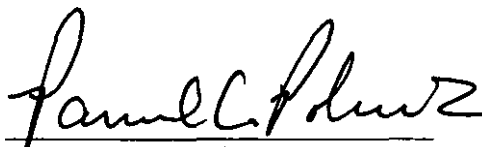
Norman J. Kennard, Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-308
Harrisburg, PA 17105-3265

David W. Sweet, Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building,
3rd Floor, Room N-307
Harrisburg, PA 17105-3265

John F. Coleman, Jr., Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-306
Harrisburg, PA 17105-3265

VIA E-MAIL

Barrett C. Sheridan
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
BSheridan@paoca.org



Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

Dated this 27th day of September, 2018, in Harrisburg, Pennsylvania.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Tri-Co Connections, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2018-_____

Application of Tri-Co Connections, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as an Interexchange Toll Facilities-based carrier to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2018-_____

Application of Tri-Co Connections, LLC, for Approval of Authority To Offer, Render, Furnish, or Supply Telecommunications Services as a Switched Access Provider to the Public in the Commonwealth of Pennsylvania;
Docket No. A-2018-_____

1. IDENTITY OF THE APPLICANT: The name, address, telephone number, and fax number of the Applicant.

Tri-Co Connections, LLC
22 N. Main Street
Mansfield, PA 16933
Phone: 570-662-2175
Fax: 570 662-2142

Tri-Co Connections, LLC ("Tri-Co") does not have any predecessors or other names under which it has operated within the past five years.

2. ATTORNEY: The name, address, telephone number, and fax number of the Applicant's attorney.

Pamela C. Polacek (PA ID. No. 78276)
Alessandra L. Hylander (PA ID. No. 320967)
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Phone: 717-237-5368
Fax: 717-260-1736
ppolacek@mcneeslaw.com
ahylander@mcneeslaw.com

3. CONTACTS:

- A) APPLICATION: The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.**

Rachel Hauser, Executive Assistant, Tri-County Rural Electric Cooperative, Inc.
22 N. Main Street
Mansfield, PA 16933
Main Phone: 570-662-2175
Direct Phone: 570-662-8020
Fax: 570-662-2142

- B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).**

Craig Eccher, President
Tri-Co Connections, LLC
22 N. Main Street
Mansfield, PA 16933
Phone: 570-662-2175
Fax: 570-662-2142

- C) RESOLVING COMPLAINTS: Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.**

Rachel Hauser
22 N. Main Street
Mansfield, PA 16933
Main Phone: 570-662-2175
Direct Phone: 570-662-8020
Fax: 570-662-2142

4. FICTITIOUS NAME:

- The Applicant will not be using a fictitious name.
 The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS: Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- *Foreign corporation
- *Foreign general or limited partnership
- *Foreign limited liability company
- *Foreign limited liability general partnership
- *Foreign limited liability limited partnership

Tri-Co's Registered Office within the Commonwealth of Pennsylvania is located at.

22 N. Main St.
Mansfield, PA 16933

Please see Exhibit 1 for a copy of Tri-Co's Certificate of Good Standing from the Pennsylvania Department of State.

Tri-Co is registered as a domestic limited liability company (LLC) in the Commonwealth of Pennsylvania. Please see Exhibit 2 for copies of Tri-Co's governing documents.

Tri-Co is a single member LLC, with the sole member being Tri-County Rural Electric Cooperative, 22 N. Main St., Mansfield, PA 16933

The following is the sole officer of Tri-Co.

Craig Eccher, President
Tri-Co Connections, LLC
22 N. Main Street
Mansfield, PA 16933

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

Tri-County Rural Electric Cooperative
22 N. Main St., Mansfield, PA 16933; Not a Public Utility

C&T Enterprises, Inc.
33 Austin St., Wellsboro, PA 16901; Not a Public Utility

Wellsboro Electric Company
33 Austin Street, Wellsboro, PA 16901; Docket No. for authority: A-111200

Valley Energy, Inc.
523 South Keystone Avenue, Sayre, PA 18840; Docket No. for authority: A-125100

Citizens' Electric Company of Lewisburg, PA
1775 Industrial Boulevard, Lewisburg, PA 17837; Docket No. for authority: A-110050

Neither Tri-Co nor its affiliates have any predecessors who have done business within Pennsylvania.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

In addition to the above-mentioned affiliates, Tri-Co has the following affiliate that offers natural gas services outside of Pennsylvania.

Valley Energy, Inc.
523 S. Keystone Avenue
Sayre, PA 18840

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier.
- Incumbent Local Exchange Carrier.
- Other (Identify).

9. APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier.
- Incumbent Local Exchange Carrier
- Other (Identify).

10. PROPOSED SERVICES: Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. Provide a brief description of the facilities the Company will use to provide services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

Tri-Co will use facilities that are company-owned to provide residential and business voice services. Tri-Co's facilities are fiber-based and include Optical Network Terminals ("ONTs") at the customers' premises. Although Tri-Co is still analyzing the technology that will be used, Tri-Co anticipates that messages will originate and terminate at the ONT in TDM or similar, non-Internet Protocol, formats.

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Tri-Co will provide service to customers in the following incumbent local exchange carrier ("ILEC") service territories: Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company; Frontier Communications of Canton, LLC; Frontier Communications of Oswayo River, LLC; North Penn Telephone Company; Verizon North LLC; Verizon Pennsylvania LLC; and Windstream Pennsylvania, LLC.

Tri-Co's service territory will include all census blocks that were awarded to Tri-Co in the Federal Communications Commission's recent Connect America Fund ("CAF") Phase II auction. A map of the census block groups won is attached as Exhibit 3.

- 12. MARKET: Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.**

Tri-Co's customer base will be the Tri-County Rural Electric Cooperative service territory, as shown on the map. This includes portions of Bradford, Tioga, Potter, McKean, Cameron, Clinton, and Lycoming Counties. Tri-County Rural Electric Cooperative has over 19,000 members that will all have access to the services. Some additional customers that are not currently electric cooperative members may request service. Also, there are a few locations within the FCC locations that are not in Tri-County Rural Electric Cooperative's territory, but just outside it. Tri-Co will build out the broadband to those customers as needed to meet FCC requirements. Tri-Co will market its services to residential, business and institutional customers in its proposed service territory.

- 13. PROPOSED TARIFF(S): Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.**

Please see Exhibit 4 for a copy of Tri-Co's Competitive Local Exchange Carrier Tariff. Because Tri-Co is in the beginning stages of designing and constructing its Fiber to the Home Network, pricing for services and features has not been established. Tri-Co requests to update this Tariff once the pricing is established. Tri-Co has included, however, the mandated price for Lifeline Service in the proposed Tariff.

Please see Exhibit 5 for a copy of Tri-Co's Switched Access Provider Tariff.

- 14. FINANCIAL:**

Please see Exhibit 6 for Tri-Co's and Tri-County Rural Electric Cooperative's financial statements. Tri-Co is providing the financial statements pursuant to a request for Confidential treatment.

- 15. START DATE:**

Tri-Co will begin construction of its fiber network in Summer 2019, and anticipates offering services to customers adjacent to the initial buildout in Fall 2019.

16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Tri-Co has been awarded FCC CAF II funds, as well as PA Redevelopment Capital Assistance Funds to assist in building out a fiber optic broadband network to serve customers along the route. Tri-Co is working with a qualified consultant on the project and is bidding out the engineering, project management and construction for the project. Per FCC requirements, the buildout must be completed in six years. Tri-Co anticipates offering service to over 19,000 customers.

Per RACP's requirements, year one will be the buildout of the "backbone," as well as the buildout to customers along a 100-mile route in the western part of the territory (building out from the Coudersport office to Tri-County members). Between the backbone (connecting all substations, metering points, district offices, etc.) and the 100-mile buildout to customers (which will be a buildout off of that backbone), that first year will equal the 500 miles per year needed to build out the entire system in six years.

17. **NOTICE:** Pursuant to 52 Pa. Code § 5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

Please see Exhibit 7 for a copy of the Certificate of Service.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Tri-Co is seeking designation as an Eligible Telecommunications Carrier ("ETC").

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Neither Tri-Co nor its affiliates or any another person identified in this Application has been convicted of a crime involving fraud or similar activity.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.
21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

TRI-CO CONNECTIONS, LLC

By: _____
Craig Eccher
President and CEO

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

TRI-CO CONNECTIONS, LLC
By 
Craig Eecher
President

22. **AFFIDAVIT**

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

: ss.

County of TIOGA :

Craig Eecher, Affiant, being duly sworn according to law, deposes and says that:

He is the President of Tri-Co Connections, LLC;

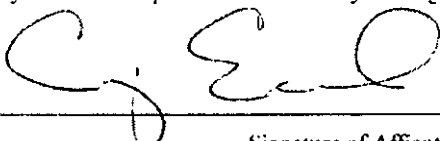
That he is authorized to and does make this Affidavit for said Company:

That Tri-Co Connections, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That Tri-Co Connections, LLC, the Applicant herein, asserts that it possesses the requisite technical, managerial and financial fitness to render public utility service within the Commonwealth of Pennsylvania, and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

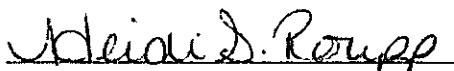
That Tri-Co Connections, LLC, the Applicant herein, asserts that it will contact the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.pa.gov>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. Tri-Co Connections, LLC, has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

That the facts above set forth are true and correct to the best of his knowledge, information and belief, and that he expects said entity to be able to prove the same at any hearing thereof.

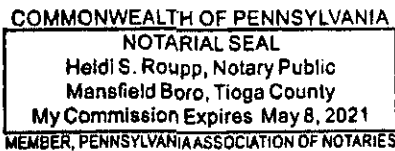


Signature of Affiant

Sworn and subscribed before me this 26 day of September, 2018



Heidi D. Roupp



Signature of official administering oath

My Commission expires May 8 2021

23. § 1.36 Verification.

Verification

I, Craig Eccher, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

9/24/18
Date

Cy ESQ
Signature

Craig Eccher
Printed name

Exhibit 1

Certificate of Good Standing

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

09/11/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

Tri-Co Connections, LLC

is duly registered as a Pennsylvania Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Robert Lanes

Acting Secretary of the Commonwealth


Certification Number: TSC180911151508-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

Exhibit 2

Governing Documents

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: Suzanne Rivers Name 150 South Fifth Street, Suite 1200 Address Minneapolis MN 55402 City State Zip Code <input type="checkbox"/> Return document by email to: _____	Certificate of Organization Domestic Limited Liability Company DSCB:15-8821(rev. 2/2017)  8821
---	---

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$125.00

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
 Tri-Co Connections, LLC

2. Complete part (a) or (b) - not both:

(a) The address of the limited liability company's initial registered office in this Commonwealth is:
 (post office box alone is not acceptable)

22 North Main Street, PO Box 526	Mainsfield	PA	16933	Tloga
Number and Street	City	State	Zip	County

(b) name of its commercial registered office provider and the county of venue is:

c/o:
 Name of Commercial Registered Office Provider _____ County _____

3. The name of each organizer is (all organizers must sign on page 2):

Name	Address
Shannon M. Heim	150 South Fifth Street, Suite 1200, Minneapolis, Out Of State, MN, United States, 55402

4. Effective date of Statement of Registration (check, and if appropriate complete, one of the following):

The Certification of organization shall be effective upon filing in the Dept of State.

The Certification of organization shall be effective _____ at _____
 on: Date(MM/DD/YYYY) Hour (if any)

5. **Restricted professional companies only.**

Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).

- The company is a restricted professional company organized to render the following restricted professional service(s):**
 - Chiropractic**
 - Dentistry**
 - Law**
 - Medicine and surgery**
 - Optometry**
 - Osteopathic medicine and surgery**
 - Podiatric medicine**
 - Public accounting**
 - Psychology**
 - Veterinary medicine**

6. **Benefit companies only.**

Check the box immediately below if the limited liability company is organized as a benefit company:

- This limited liability company shall have the purpose of creating general public benefit**

Optional specific public benefit purpose. Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.

- This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):**

7. **For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.**

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this 05 day of June, 2018.

Shannon M. Heim

Signature

Form **8832**

(Rev. December 2013)

Department of the Treasury
Internal Revenue Service

Entity Classification Election

► Information about Form 8832 and its instructions is at www.irs.gov/form8832.

OMB No. 1545-1516

Type or Print	Name of eligible entity making election Tri-Co Connections, LLC	Employer identification number 83-0817578
	Number, street, and room or suite no. If a P.O. box, see instructions. 22 North Main Street	
	City or town, state, and ZIP code. If a foreign address, enter city, province or state, postal code and country. Follow the country's practice for entering the postal code. Mansfield, PA 16933	

► Check if: Address change Late classification relief sought under Revenue Procedure 2009-41
 Relief for a late change of entity classification election sought under Revenue Procedure 2010-32

Part I Election Information

1 Type of election (see instructions):

- a Initial classification by a newly-formed entity. Skip lines 2a and 2b and go to line 3.
- b Change in current classification. Go to line 2a.

2a Has the eligible entity previously filed an entity election that had an effective date within the last 60 months?

- Yes. Go to line 2b.
- No. Skip line 2b and go to line 3.

2b Was the eligible entity's prior election an initial classification election by a newly formed entity that was effective on the date of formation?

- Yes. Go to line 3.
- No. Stop here. You generally are not currently eligible to make the election (see instructions).

3 Does the eligible entity have more than one owner?

- Yes. You can elect to be classified as a partnership or an association taxable as a corporation. Skip line 4 and go to line 5.
- No. You can elect to be classified as an association taxable as a corporation or to be disregarded as a separate entity. Go to line 4.

4 If the eligible entity has only one owner, provide the following information:

- a Name of owner ► Tri-County Electric Cooperative
- b Identifying number of owner ► 24-0744667

5 If the eligible entity is owned by one or more affiliated corporations that file a consolidated return, provide the name and employer identification number of the parent corporation:

- a Name of parent corporation ► _____
- b Employer identification number ► _____

**OPERATING AGREEMENT
OF
TRI-CO CONNECTIONS, LLC
(A Manager-Managed Single Member LLC)**

THIS OPERATING AGREEMENT ("Agreement") is dated as of June 5, 2018, by **Tri-Co Connections, LLC**, a Pennsylvania limited liability company (the "Company"), and Tri-County Rural Electric Cooperative, (the "Sole Member").

**ARTICLE I
ORGANIZATION AND DISSOLUTION**

Section 1.01 Purpose. The Company was formed for the object and purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Uniform Limited Liability Company Act contained in Pennsylvania Statutes Chapter 88, as amended from time to time (the "Act").

Section 1.02 Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company will have all of the powers specifically granted by the Act and all other powers necessary or convenient to its business and purposes.

Section 1.03 Registered Office and Registered Agent. The location of the registered office and the name of the registered agent (if any) of the Company in the State of Pennsylvania are as stated in the Company's Articles of Organization on file with the Office of the Pennsylvania Secretary of State. The registered office and registered agent of the Company in the State of Pennsylvania may be changed, from time to time, by the Sole Member, by amendment of the Articles of Organization.

Section 1.04 Principal Place of Business. The principal business office of the Company will be the same as its Registered Office as provided under Section 1.03, as the same may be changed from time to time.

Section 1.05 Seal. This Company will have no seal.

Section 1.06 Fiscal Year. The Company's fiscal year for financial reporting and for federal income tax purposes shall be the calendar year.

Section 1.07 Dissolution. Notwithstanding Section 8871 of the Act, the Company shall be dissolved upon the first to occur of the following events: (a) upon the approval of the Sole Member; or (b) upon the entry of a decree of judicial dissolution permitted under Section 8871 of the Act. To the full extent permitted by applicable law, the foregoing events that cause dissolution of the Company shall be the exclusive events that cause the dissolution of the Company. In the event of dissolution, the Company will be wound up and terminated in accordance with Section 8872 of the Act.

ARTICLE II MEMBERSHIP

Section 2.01 Admission of Sole Member. The Sole Member is deemed admitted as a member of the Company upon the execution and delivery of this Agreement. The Company shall not admit any member or members other than the Sole Member, except in connection with a transfer explicitly authorized under Section 2.04 and consented to in writing by the Sole Member.

Section 2.02 Interest in the Company. The Sole Member owns 100% of the issued and outstanding ownership interest (the "Interest") in the Company. For purposes of this Agreement, the Sole Member's Interest includes all of the Sole Member's rights and interests in the Company in the Sole Member's capacity as a member of the Company, all as provided in the Act, the Articles of Organization, and this Agreement, including the Sole Member's interest in the capital, income, gain, deductions, losses and credits of the Company. Unless otherwise expressly separated, the Sole Member's Interest includes 100% of the transferable interest under the Act.

Section 2.03 Units. The Interest in the Company shall be apportioned into 1,000 units (each a "Unit" and collectively the "Units"), each of which represents a proportionate interest in the Interest, and therefore represents a proportionate interest in the rights and interests in the Company including a proportionate interest in the capital, distributions, income, gain, deductions, losses and credits of the Company. The Company, in its discretion, may provide a certificate representing such Units to each holder.

Section 2.04 Transfers. A member may transfer in whole or in part such member's Interest, provided that such transfer shall be made in writing and be delivered to the Company promptly upon the effectiveness of such transfer. If the Sole Member transfers all or any part of its Interest in the Company pursuant to this Section, the transferee will be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. **ANY SUCH TRANSFEREE ACKNOWLEDGES THAT THIS AGREEMENT, UNLESS AMENDED TO ACCOMMODATE MULTIPLE MEMBERS, CONTEMPLATES ONLY ONE MEMBER.** If a member transfers all of its Interest in the Company pursuant to this Section, such admission will be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor member will cease to be a member of the Company. The grant of a security interest in a member's Interest shall not be considered a transfer for purposes of this Section. Nothing shall restrict (a) the right of a member to grant a security interest in such member's Interest to any creditor, (b) the right of any creditor to exercise its remedies in respect of any such security interest, or (c) the right of any transferee in whole or in part of a member's interest in connection with the exercise of such remedies, upon compliance with the terms of this Section, to be admitted to the Company as a member.

Section 2.05 Reasonable Expectations. **ALTHOUGH THE COMPANY'S MEMBERS AND TRANSFEREES ARE (OR FROM TIME TO TIME MAY BE) OFFICERS AND/OR EMPLOYEES OF THE COMPANY, EACH MEMBER AND TRANSFEREE IS HOLDING ITS INTEREST IN THE COMPANY FOR ITS POTENTIAL AS AN EQUITY INVESTMENT AND WITHOUT ANY REASONABLE EXPECTATION UNDER THE ACT**

OR OTHERWISE THAT THE OWNERSHIP OF THE INTEREST WILL ENTITLE THE MEMBER OR TRANSFEREE TO ANY RIGHTS AS A MANAGER, OFFICER OR EMPLOYEE OF THE COMPANY THAT WOULD NOT EXIST IF THE MEMBER OR TRANSFEREE WERE NOT A MEMBER OR TRANSFEREE OF THE COMPANY. EACH MEMBER AND TRANSFEREE FURTHER AGREES THAT NO CHANGE IN THEIR EXPECTATIONS CONCERNING THEIR EMPLOYMENT BY THE COMPANY OR CONCERNING THEIR PARTICIPATION AS MANAGERS OR OFFICERS OF THE COMPANY WILL HAVE A REASONABLE BASIS UNLESS SET FORTH IN A WRITTEN AGREEMENT EXPRESSLY GRANTING THE MEMBER OR TRANSFEREE ADDITIONAL RIGHTS AS TO SUCH MATTERS. THE COMPANY HEREBY ADVISES THE MEMBERS AND TRANSFEREES THAT THE COMPANY HAS THE EXPECTATION THAT NO MEMBER OR TRANSFEREE SHALL HAVE ANY RIGHT TO EMPLOYMENT BY THE COMPANY OR TO CONTINUE TO BE AN OFFICER OF THE COMPANY BY VIRTUE OF THE MEMBER'S OR TRANSFEREE'S OWNERSHIP OF AN INTEREST, AND THE COMPANY WOULD NOT HAVE ISSUED OR CONSENTED TO THE TRANSFER OF THE INTEREST TO THE MEMBER OR TRANSFEREE IF THE MEMBER OR TRANSFEREE HAD ANY CONTRARY EXPECTATIONS.

Section 2.06 Other Business. The Sole Member and any person or entity affiliated with the Sole Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others (including, without limitation, businesses that may compete with the Company and/or any person or entity affiliated with the Company). The Sole Member and its affiliates shall not be required to present any such business opportunity or venture to the Company or its affiliates, even if the opportunity is of the character that, if presented to such persons or entities, could be taken by them. Neither the Company nor any other person shall by virtue of this Agreement have any rights in or to such business opportunities or ventures or the income or profits derived therefrom, notwithstanding any duty otherwise existing at law or in equity.

Section 2.07 Dissociation. A Member shall not cease to be a Member as a result of the bankruptcy of such Member or as a result of any other event specified in Section 8861 of the Act. So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any person who is a Member ceases to hold a Membership Interest (other than (i) a transfer for security purposes; or (ii) a charging order in effect under Section 8853 of the Act which has not been foreclosed), such person shall no longer be a Member and shall be dissociated. None of the events of dissociation set forth in Section 8861 of the Act (including those with respect to the expulsion of Members) shall apply to the Company.

ARTICLE III GOVERNANCE AND MANAGEMENT

Section 3.01 Operating Agreement. Subject only to the Act, the Sole Member and the Company intend that this Agreement (including any exhibits to this Agreement, which are hereby incorporated herein by reference), each as amended from time to time solely as provided in this Section 3.01, shall govern all aspects of the Company's business, activities and affairs as

the Company's sole operating agreement for purposes of the Act. The Sole Member and the Company intend that, during the entire term of this Agreement, the provisions of this Agreement shall supersede any provisions of the Act, as they now exist or as may be subsequently amended or restated, that are inconsistent or conflict with the provisions of this Agreement, to the maximum extent permitted by law. To the full extent permitted by the Act, and notwithstanding Section 8812(a) of the Act, the Sole Member and the Company hereby agree that: (a) this Agreement may not be amended orally or by implication and that no purported amendment to this Agreement shall be effective unless approved in writing by all of the members; and (b) this Agreement may not be supplemented or superseded by any oral or implied operating agreement.

Section 3.02 Management.

(a) *Manager-Managed.* The Company is and will be a "manager-managed limited liability company" within the meaning of the Act. In accordance with the Act, the managers shall have the authority to bind the Company and shall have the full, exclusive and complete power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Pennsylvania.

(i) *Managers.* The Sole Member will have the authority to appoint or elect individual persons as "managers" to be agents and representatives of the Company and to delegate to any such person all or any of its powers pursuant to this Agreement. Any number of offices or functions of those offices may be held or exercised by the same person. Notwithstanding anything to the contrary in this Agreement, no provision in this Agreement granting any authority to any manager of the Company shall limit the authority of the Sole Member to act on behalf of the Company in any capacity under law. The compensation, if any, of all managers will be fixed by the Sole Member. Any appointment, election or delegation made under the authority of this Section 3.02 may be revoked at any time by the Sole Member.

(ii) *President and Chief Financial Officer.* In the event that the Sole Member shall elect a President or a Chief Financial Officer, such persons shall, in addition to other duties prescribed by the Sole Member, be authorized to execute and deliver such agreements, instruments, certificates and document as the Sole Member shall approve by and behalf of the Company.

(iii) *Further Delegation.* Unless prohibited by a resolution adopted by the Sole Member, a manager elected or appointed by the Sole Member may delegate in writing some or all of the duties and powers of such person's office to other persons.

(iv) *Term of Office.* Each manager will hold office until a successor has been appointed by the Sole Member, or until such manager's prior death, resignation or removal from office.

(v) *Removal and Vacancies.* Any manager or agent elected or appointed by the Sole Member will hold office at the pleasure of the Sole Member

and may be removed, with or without cause, at any time by the Sole Member, subject to the terms of this Agreement. Any vacancy in an office of the Company will be filled by action of the Sole Member.

(b) *Voting.* Notwithstanding Section 8847 Subdivision (c) of the Act, in all matters on which a vote of manager is required or otherwise provided for, the vote of each manager will count equally.

(c) *Contract Rights.* Neither the election nor appointment of a person as a manager of the Company nor such manager's delegation of his duties or powers pursuant to this Section 3.02 shall, of itself, create contract rights. The Company may enter into an employment contract with a manager or agent for a period of time if, in the judgment of the Sole Member acting on behalf of the Company, the contract would be in the best interests of the Company. The fact that the contract may be for a term longer than the terms of the manager(s) or agent(s) of the Sole Member who authorized or approved the contract shall not make the contract void or voidable. **THIS AGREEMENT DOES NOT, AND IS NOT INTENDED TO, CONFER UPON ANY PERSON—INCLUDING WITHOUT LIMITATION A RECIPIENT OF AN APPOINTMENT, ELECTION OR DELEGATION PURSUANT TO THIS SECTION 3.02—ANY RIGHTS WITH RESPECT TO EMPLOYMENT BY THE COMPANY, AND NOTHING HEREIN SHOULD BE CONSTRUED TO HAVE CREATED ANY EMPLOYMENT AGREEMENT WITH ANY SUCH PERSON.**

ARTICLE IV FINANCIAL AND TAX MATTERS

Section 4.01 **Capital Contributions.**

(a) *Contributions.* The Company and the Sole Member acknowledge and agree that (i) the Sole Member has contributed capital to the Company equal to \$1,000 and (ii) the Company duly accepted such contribution(s) when made. The Sole Member is not required to make any additional capital contributions to the Company. The Sole Member may, however, elect to make additional capital contributions to the Company.

(b) *No Interest.* No interest shall be paid on the capital contributions of the Sole Member or upon any undrawn profits credited to the Sole Member's capital account.

(c) *Withdrawal.* The Sole Member shall not be entitled to withdraw any part of its capital contribution, to receive repayment of its capital contribution, or to receive any distribution from the Company except as specifically provided herein.

Section 4.02 Allocation of Profits and Losses. For so long as the Sole Member is the sole member of the Company, the Company shall be treated as a corporation for tax purposes. Upon there being multiple members, items of gains, profits, losses, deductions and credit shall be allocated in accordance with the number of Units owned by such member.

Section 4.03 Distributions. Distributions, if any, will be made in accordance with the number of Units owned by such member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Sole Member that would violate the Act or other applicable law.

Section 4.04 Loans to the Company. In order to meet the financial needs of the Company, the Company may borrow, from time to time, such amounts as the members of the Company are willing to lend and the Company may require, as determined by the Sole Member. Such amounts will be repaid by the Company on demand and bear interest to be agreed upon by the lending member and the Company. The Sole Member and the Company's managers are authorized to execute and deliver to the lending members promissory notes containing terms consistent with this Agreement or acts as the Sole Member or managers of the Company.

ARTICLE V INDEMNIFICATION AND EXCULPATION; LIMITATIONS ON LIABILITY

Section 5.01 Indemnification. The Company shall indemnify each person and his or her respective heirs, personal representatives, successors, and assigns, who is made or threatened to be made a party to a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company, by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding in the manner, under the circumstances and to the fullest extent permissible under the provisions of the Act, as it may from time to time be amended. In the event a person is made or threatened to be made a party to a threatened, pending or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company, by reason of the former or present official capacity of the person, the person shall be entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorneys' fees and disbursements, incurred by the person in advance of the final disposition of the proceeding, in the manner, under the circumstances and to the fullest extent permissible under the Act, as it may from time to time be amended.

Section 5.02 Exculpation. Neither any manager of the Company or other individual acting in his or her "official capacity" (as defined in the Act) nor the Sole Member (collectively, the "Covered Persons") shall be personally liable to the Company or any member of the Company for monetary damages for breach of fiduciary duty as a member or manager of the Company; provided, however, that this Section 5.02 shall not eliminate or limit the liability of the Covered Persons to the extent provided by applicable law for (i) liability based on a breach of the duty of loyalty to the Company or its members; (ii) for a financial benefit received by the Covered Person to which the Covered Person is not entitled; (iii) liability for a breach of a duty under Section 8846 of the Act, (iv) liability for intentional infliction of harm on the Company or a member of the Company or (v) liability for an intentional violation of criminal law. If the Act is hereafter amended to authorize the further elimination or limitation of the liability of the members and/or managers of a limited liability company, then the liability of the Covered Persons of the Company, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the fullest extent permitted by the amended Act. Any repeal or modification of this Section by the members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Covered Person existing at the time of such repeal or modification. The provisions of this Section shall not be deemed to limit or preclude indemnification of a Covered Person by the Company for any liability of a Covered Person which has not been eliminated by the provisions of this Section.

Section 5.03 No Personal Liability. Except as otherwise provided by applicable law or as expressly set forth in this Agreement: (a) the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise (i) are solely the debts, obligations or other liabilities of the Company, and (ii) do not become the debts, obligations or other liabilities of the Sole Member or any other Covered Person solely by reason of the Sole Member or Covered Person acting as a member, manager or officer of the Company; and (b) neither the Sole Member nor any other Covered Person shall, solely by reason of being a member, manager or officer of the Company, be obligated personally for the acts or omissions of any other member, manager, officer, appointee, delegate, agent or employee of the Company. Any repeal or modification of this Section by the members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Covered Person existing at the time of such repeal or modification.

Section 5.04 Waiver of Fiduciary Duties. This Agreement is not intended to, and does not, create or impose on the Sole Member any implied duty (including, without limitation, any fiduciary duty and, for purposes of clarity, any prohibition on usurping opportunities of the Company) otherwise existing at law or in equity. To the fullest extent permitted by applicable law, the Company and any other person or entity that is a party to or is otherwise bound by this Agreement (including, without limitation, (a) the Company in its capacity as a debtor or debtor in possession in a bankruptcy case, (b) any successor to the Company in such a bankruptcy case or otherwise, including, without limitation, a trustee, a litigation trust or estate representative, and (c) any creditor or committee of creditors or equity holders seeking or obtaining standing to assert claims of the estate in a bankruptcy case) hereby expressly waives any and all duties (including, without limitation, fiduciary duties and, for purposes of clarity, any prohibition on usurping opportunities of the Company) that, absent such waiver, may be implied at law or in equity or otherwise owed to such waiving party by the Sole Member, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of the Sole Member are only as expressly set forth in this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.01 No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Sole Member and its successors and assigns, including without limitation any transferee in whole or in part of the Sole Member's Interest, and, to the extent set forth herein, the Covered Persons. Accordingly, to the fullest extent permitted by applicable law, the provisions of this Agreement shall not be construed as conferring any benefit upon any creditor of the Company other than as a transferee in whole or in part of the Sole Member's Interest (and no such creditor shall be a third-party beneficiary of this Agreement), and no Covered Person shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

Section 6.02 Applicable Law. All questions relating to the validity, performance, enforcement, and interpretation of this Agreement and the rights of the Company's members and transferees hereunder shall be governed by the laws of the State of Pennsylvania.

Section 6.03 Notices. Whenever under the provisions of this Agreement notice is required to be given to the Company, such notice shall be in writing and is deemed to have been

given when mailed or delivered to the Sole Member or to the Company at the principal executive office of the Company. Whenever under the provisions of this Agreement notice is required to be given to a member, such notice is deemed to have been given (a) when deposited in the United States mail, posted prepaid and addressed to the member at an address designated by the member, (b) when personally delivered to the member, (c) when deposited with a nationally recognized overnight delivery service for overnight delivery, or (d) when given by facsimile communication or electronic mail. Except as otherwise expressly permitted by this Agreement, all notices provided for in this Agreement shall be in writing. Notice is considered received when given.

COMPANY:

Tri-Co Connections, LLC

By: _____

Craig Eccher
Craig Eccher
Its: President

SOLE MEMBER:

Tri-County Rural Electric Cooperative

By: _____

Craig Eccher
Craig Eccher
Its: Chief Executive Officer

**MINUTES OF JOINT ACTION
BY SOLE MEMBER AND SOLE
MANAGER OF
TRI-CO CONNECTIONS, LLC
TAKEN WITHOUT A MEETING**

The following action is taken by the sole member and the sole manager of Tri-Co Connections, LLC, a Pennsylvania limited liability company (the "Company"), without a meeting, by authorizing the same in writing signed by the sole member and the sole manager of the Company.

I. ORGANIZATION

WHEREAS, it is reported for the permanent records of the Company that the Articles of Organization of the Company were filed in the Office of the Secretary of State of the State of Pennsylvania and the Certificate of Organization was issued on June 5, 2018.

NOW, THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that all of the actions taken by Shannon M. Heim, as the organizer of the Company, are in all respects hereby approved, ratified and adopted, and she is hereby released from all further responsibility regarding the Company.

II. OPERATING AGREEMENT

The following resolutions are hereby adopted:

RESOLVED, that the Company shall enter into an Operating Agreement with the initial member of the Company to govern the regulation and management of the affairs of the Company, which Operating Agreement shall be in such form as the manager of the Company executing the same may approve, such manager's approval to be conclusively evidence by his execution thereof;

FURTHER RESOLVED, that the sole manager of the Company is hereby authorized and directed to execute and deliver such Operating Agreement in the name of and on behalf of the Company; and

FURTHER RESOLVED, that the sole manager of the Company is hereby authorized and directed to take any and all action necessary to carry out the intent of the foregoing resolutions and to perform the Company's obligations under such Operating Agreement.

III. CAPITAL CONTRIBUTIONS

The following resolutions are hereby adopted:

RESOLVED, that the capital contributions to the Company by the initial member shall be made pursuant to and in accordance with the Operating Agreement of the Company;

FURTHER RESOLVED, that the contributions to the capital of the Company pursuant to the Operating Agreement are hereby accepted on behalf of the Company and are accorded the values provided for therein; and

FURTHER RESOLVED, that the sole manager of the Company is hereby authorized and directed to take any and all action necessary to carry out the intent of the foregoing resolutions, and to perform the Company's obligations under the Operating Agreement.

IV. BUSINESS EXPENSES

The following resolution is hereby adopted:

RESOLVED, that the sole manager of the Company is hereby authorized and directed to incur expenses to promote the business affairs of the Company in the nature of business entertainment, business travel, business gifts and similar expenses.

The above action is taken without a meeting by authorization in writing signed by the sole member of the Company and by authorization in writing consented to by the sole manager of the Company, which action is to be effective on June 5, 2018.

SOLE MEMBER:

SOLE MANAGER:

Tri-County Rural Electric Cooperative

By: _____

Craig Eccher
Craig Eccher
Its: Chief Executive Officer

Craig Eccher

Application for Employer Identification Number

OMB No. 1545-0003

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Tri-Co Connections, LLC		3 Executor, administrator, trustee, "care of" name	
	2 Trade name of business (if different from name on line 1)		5a Street address (if different) (Do not enter a P.O. box.)	
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 22 North Main Street		5b City, state, and ZIP code (if foreign, see instructions)	
	4b City, state, and ZIP code (if foreign, see instructions) Mainsfield, PA 16933		6 County and state where principal business is located Tioga County, Pennsylvania	
	7a Name of responsible party Tri-County Rural Electric Cooperative		7b SSN, TIN, or EIN	
	8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members 1	
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check.				
<input type="checkbox"/> Sole proprietor (SSN) _____		<input type="checkbox"/> Estate (SSN of decedent) _____		
<input type="checkbox"/> Partnership		<input type="checkbox"/> Plan administrator (TIN) _____		
<input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ 1120		<input type="checkbox"/> Trust (TIN of grantor) _____		
<input type="checkbox"/> Personal service corporation		<input type="checkbox"/> National Guard <input type="checkbox"/> State/local government		
<input type="checkbox"/> Church or church-controlled organization		<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military		
<input type="checkbox"/> Other nonprofit organization (specify) ▶ _____		<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises		
<input type="checkbox"/> Other (specify) ▶ _____		Group Exemption Number (GEN) if any ▶ _____		
9b If a corporation, name the state or foreign country (if applicable) where incorporated		State PA	Foreign country N/A	
10 Reason for applying (check only one box)				
<input checked="" type="checkbox"/> Started new business (specify type) ▶ limited liability company		<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____		
<input type="checkbox"/> Hired employees (Check the box and see line 13.)		<input type="checkbox"/> Changed type of organization (specify new type) ▶ _____		
<input type="checkbox"/> Compliance with IRS withholding regulations		<input type="checkbox"/> Purchased going business		
<input type="checkbox"/> Other (specify) ▶ _____		<input type="checkbox"/> Created a trust (specify type) ▶ _____		
<input type="checkbox"/> Created a pension plan (specify type) ▶ _____				
11 Date business started or acquired (month, day, year). See instructions. June 5, 2018		12 Closing month of accounting year December		
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>		
Agricultural 0	Household 0	Other 0		
15 First date wages or annuities were paid (month, day, year). Note. If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶		N/A		
16 Check one box that best describes the principal activity of your business.				
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing		<input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker		
<input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance		<input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail		
<input checked="" type="checkbox"/> Other (specify) _____				
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. broadband service				
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____				
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.			
	Designee's name Sue Rivers, Moss & Barnett	Designee's telephone number (include area code) (612) 877-5000		
	Address and ZIP code 150 South Fifth Street, Suite 1200, Minneapolis, MN 55402	Designee's fax number (include area code) (612) 877-5999		
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) ()		
Name and title (type or print clearly) Craig Eccher, President		Applicant's fax number (include area code) ()		
Signature ▶ 		Date ▶		

**WRITTEN ACTION OF THE ORGANIZER
OF
TRI-CO CONNECTIONS, LLC**

The following actions are taken by the sole organizer of Tri-Co Connections, LLC, a Pennsylvania limited liability company (the "Company"), pursuant to Pennsylvania Statutes Chapter 88.

I. ELECTION OF MANAGERS

The following resolution is hereby adopted:

RESOLVED, that the following person is hereby appointed to be the sole manager of the Company and to serve until the next regular meeting of the members or until his successor or successors are otherwise duly elected and qualify:

Craig Eccher President

II. RESIGNATION OF ORGANIZER

The undersigned, Shannon M. Heim, does hereby resign, effective as of the date set forth below, as the sole organizer of the Company.

June 5, 2018


Shannon M. Heim, Organizer

Exhibit 3

Map of Service Territory

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 4

Competitive Local Exchange Carrier Tariff

RECEIVED
SEP 27 2018
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMPETITIVE LOCAL EXCHANGE CARRIER

Tri-Co Connections, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges
For Business and Residential Customers

The Company will mirror the exchange area boundaries as stated in the tariffs of Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company Telephone – PA P.U.C. Nos. 23 and 24; Frontier Communications of Canton, LLC Telephone – PA P.U.C. No. 3; Frontier Communications of Oswayo River, LLC Telephone – PA P.U.C. No. 5; North Penn Telephone Company Telephone – PA P.U.C. No. 2; Verizon North LLC Telephone – PA P.U.C. Nos. 1, 3, 5, 6; Verizon Pennsylvania LLC Telephone – PA P.U.C. No. 180A; and Windstream Pennsylvania, LLC Telephone – PA P.U.C. No. 7.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

LIST OF MODIFICATIONS

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

CHECK SHEET

Original sheets as named below comprise the original Tariff and are currently in effect as of the date on the bottom of the check sheet.

Sheet No.	Revision No.	Sheet No.	Revision No.
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original	52	Original

Issued XXXXX

Issued By: Craig Eccher, President
 Tri-Co Connections, LLC
 22 North Main Street, P.O. Box 526
 Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE.....	TITLE
LIST OF MODIFICATIONS	2
CHECK SHEET	3
TABLE OF CONTENTS	4
TARIFF FORMAT.....	6
1. APPLICATION OF TARIFF	7
1.1. GENERAL.....	7
1.2. TARIFF REVISION SYMBOLS	7
1.3. DEFINITIONS.....	8
2. GENERAL REGULATIONS.....	10
2.1. UNDERTAKING OF THE COMPANY.....	10
2.1.1. GENERAL.....	10
2.1.2. TERMS AND CONDITIONS	10
2.1.3. SERVICE APPLICATION	11
2.1.4. PROVISION OF EQUIPMENT AND FACILITIES.....	12
2.1.5. RELEASE OF INFORMATION TO CARRIERS.....	13
2.1.6. CUSTOMER EQUIPMENT	14
2.1.7. ABUSE AND FRAUDULENT USE.....	15
2.2. LIABILITY OF THE COMPANY.....	17
2.2.1. SERVICE LIABILITY	17
2.2.2. TEMPORARY SUSPENSION FOR REPAIRS	18
2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS	19
2.2.4. LIMITATION OF LIABILITY	20
2.3. PAYMENTS AND CHARGES.....	21
2.3.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT	21
2.3.2. BILLING AND COLLECTION	21
2.3.3. BILLING DISPUTES	22
2.3.4. ADVANCE PAYMENTS.....	22
2.3.5. DEPOSITS	23
2.3.6. RETURNED CHECK CHARGE.....	23
2.3.7. LATE PAYMENT CHARGE	23
2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE	24
2.4.1. CANCELLATION OF SERVICE	24
2.4.2. DISCONTINUANCE OF SERVICE.....	24
2.4.3. CHANGES IN SERVICE	25
2.4.4. RESTORATION OF SERVICE	25
2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES.....	26
2.5.1. GENERAL	26
2.5.2. SURCHARGE.....	26

COMPETITIVE LOCAL EXCHANGE CARRIER

TABLE OF CONTENTS (cont'd)

2. GENERAL REGULATIONS (cont'd) 27

 2.6. NOTICES AND COMMUNICATIONS 27

 2.7. SPECIAL CONSTRUCTION 27

3. SERVICE AREAS 28

 3.1. LOCAL EXCHANGE SERVICE 28

 3.1.1. LOCAL CALLING AREAS 28

4. SERVICE COMPONENTS AND PRODUCTS 31

 4.1. DIAL TONE 31

 4.1.1. DIAL TONE SERVICE 31

 4.1.2. DIAL TONE CONNECTION CHARGE 31

 4.2. LOCAL CALLING 32

 4.3. CUSTOM CALLING 33

 4.4. MISCELLANEOUS NON-RECURRING CHARGES 36

 4.5. RATES 38

 4.5.1. GENERIC PRICING 38

 4.5.2. 1-RATE PACKAGE PRICING 39

 4.5.3. MISCELLANEOUS CHARGES (apply to Generic Pricing accounts and 1-Rate accounts) 40

 4.5.4. MISCELLANEOUS CHARGES (apply to 1-Rate accounts) 40

 4.6. DIRECTORY ASSISTANCE SERVICE 41

 4.6.1. GENERAL 41

 4.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE 41

 4.7.1. GENERAL 41

4. SERVICE COMPONENTS AND PRODUCTS (cont'd) 42

 4.8. DIRECTORY LISTINGS 42

 4.9. 9-1-1 SERVICE 43

 4.9.1. GLOSSARY OF TERMS 43

 4.9.2. GENERAL 44

 4.9.3. REGULATIONS 44

 4.10. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE 47

 4.10.1. GENERAL 47

 4.10.2. SURCHARGE 47

5. SPECIAL ARRANGEMENTS 48

 5.1. MARKET TRIALS 48

 5.2. PROMOTIONAL OFFERINGS 48

6. LIFELINE SERVICE 49

 6.1. LIFELINE SERVICE 49

 6.1.1. DESCRIPTION 49

 6.1.2. REGULATIONS 49

 6.1.3. DIAL TONE LINE MONTHLY RATE 52

COMPETITIVE LOCAL EXCHANGE CARRIER

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1
 - 2.1.A.
 - 2.1.A.1.(a).
 - 2.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

COMPETITIVE LOCAL EXCHANGE CARRIER

1. APPLICATION OF TARIFF

1.1. GENERAL

This Tariff applies to the furnishing of Local Service, defined herein, by Tri-Co Connections, LLC (hereinafter referred to as the "Company").

Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Local Service is subject to existing regulations and terms and conditions specified in this Tariff and the Company's other tariffs and service guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as set forth in the Pennsylvania Code Title 52 Public Utilities, and other regulations as may be prescribed by the Pennsylvania Public Utility Commission.

1.2. TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

(C) - To signify changed regulation

(D) - To signify decreased rate

(I) - To signify increased rate

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

1. APPLICATION OF TARIFF (cont'd)

1.3. DEFINITIONS

Access Line

An arrangement which connects the Customer's location to the Company's designated point of presence or network switching center.

Account

The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same Customer address.

Authorized User

A person, firm or corporation, or any other entity authorized by the Customer to communicate utilizing the Company's services.

Company

Whenever used in this Tariff, "Company", or "Tri-Co" refers to Tri-Co Connections, LLC, unless otherwise specified.

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to the Customer.

COMPETITIVE LOCAL EXCHANGE CARRIER

1. APPLICATION OF TARIFF (cont'd)

1.3. DEFINITIONS (cont'd)

Customer Premises

The Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Exchange Area

The geographic territory established by the Company and approved by the Commission for the provision of local telecommunications services.

Local Service Area

A local service area is the region, comprised of one or more exchange areas, within which a Customer can call another station at the rates and charges as specified in this Tariff.

"Public Utility Commission" or "Commission"

The Pennsylvania Public Utility Commission.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. GENERAL

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to fiber lines, billing and technical capabilities, are available without unreasonable expense to the Company.

2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Service.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.3. SERVICE APPLICATION

- A. The Company offers Service to all those who desire to purchase Service from the Company consistent with the provisions of this tariff. Customers interested in the Company's Services shall file a Service application with the Company which fully identifies the Customer and identifies the Services requested. Such application may be provided to the Company either verbally or in writing. If the application is provided verbally the following conditions apply:
1. The Company will ask for information to confirm the identity of the Customer in the form of Social Security Number, and/or Driver's License Number, and/or Previous Address, etc., and;
 2. The Company shall verify one or more of the above items for accuracy by matching Customer supplied information with a Consumer Reporting Agency's records or other agency which keeps similar records.
 3. The Company may for verification purposes, at its option, tape record all or part of the verbal application when provided over the telephone. In such instances where the Customer-supplied verbal identity information does not match the consumer reports records or other agencies' records, the Company will require positive identification and a written application before Service is considered.
- B. The Company reserves the right to examine the credit record of all Service applicants and require a Service deposit when Company determines security necessary to assure future payment.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provides, installs, or has installed on its behalf.
- D. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. PROVISION OF EQUIPMENT AND FACILITIES (cont'd)

- F. Equipment that the Company provides or installs at a Customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the Customer's premises to remove this equipment and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs. These fees may be added to the Customer's telephone bill and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.

- G. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

2.1.5. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.6. CUSTOMER EQUIPMENT

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer. Additionally, the Customer shall maintain the Company provided equipment, and the electric power consumed by such equipment shall be at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements specified in this Tariff.

If the Customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may, immediately and without notice, deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions; (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud; or (c) acts in a way that may cause immediate harm to the local network or other Company services.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.7. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the Customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another Customer's outbound calling capabilities on an unauthorized basis.

Issued XXXXX

Effective XXXXX

Issued By: Craig Echer, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.7. ABUSE AND FRAUDULENT USE (cont'd)

B. Fraudulent Use (cont'd)

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the Customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.
6. Placing or receiving calls with the intent of defrauding the Company.

Issued XXXXX

Issued By: Craig Echer, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.1. SERVICE LIABILITY (cont'd)

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.

- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS

- A. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the Customer and connected to the Company's terminal.
- B. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3 following.
 - 1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer, when the out-of-service period extends beyond a minimum period of 24 hours.
 - 2. 2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.
 - 3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- C. Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a Customer which would exist pursuant to law but for this rule and said Tariff.
- D. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this Tariff.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.2. LIABILITY OF THE COMPANY (cont'd)

2.2.4. LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

With respect to any other claim or suit by a Customer subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company or its Customers shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the Customer or a subscriber using the Company's access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.3. PAYMENTS AND CHARGES

2.3.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

In order to insure the payment of all charges due from its services, the Company may require a Customer to establish and maintain his credit in one of the following ways: 1) by furnishing references suitable to the Company; 2) by providing a suitable guarantee in writing, in form prescribed by the Company; 3) by means of a cash deposit.

2.3.2. BILLING AND COLLECTION

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by and credits due to the Customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When the Customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.3. PAYMENTS AND CHARGES (cont'd)

2.3.3. BILLING DISPUTES

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes the customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120
Telephone No: 1-800-692-7380

2.3.4. ADVANCE PAYMENTS

The Company may require a Customer to make an advance payment before services and facilities are furnished in the following cases: 1) the construction of facilities and furnishing of special equipment, or 2) temporary service for short-term use. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.3. PAYMENTS AND CHARGES (cont'd)

2.3.5. DEPOSITS

Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 Pa. Code §64.31 and §64.41.

The fact that a deposit may have been made in no way relieves the Customer or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

2.3.6. RETURNED CHECK CHARGE

The Customer will be assessed a charge of twenty dollars (\$20.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.3.7, submitted by the Customer to the Company which a financial institution refuses to honor.

2.3.7. LATE PAYMENT CHARGE

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a late payment charge in the amount of 1.5% of the unpaid balance for business Customers. Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the Customer's bill.

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

2.4.1. CANCELLATION OF SERVICE

Except for promotional offerings requiring a specified service commitment, the Customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

2.4.2. DISCONTINUANCE OF SERVICE

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:
1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company.
 2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
 3. For use of telephone service for any property or purpose other than that described in the application.
 4. In the event of abandonment of the service or any other violation by the Customer of the rules, regulations or conditions under which service is furnished.
 5. Any use of service by a Customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other Customers or that is used for any purpose other than as a means of communication.
 6. Violation of any tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
 7. Fraud or material misrepresentation of identity to obtain telephone service.
 8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the Customer within four (4) years of the date the bill is rendered.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (cont'd)

2.4.2. DISCONTINUANCE OF SERVICE (cont'd)

9. In the event of unauthorized or fraudulent use of service.
 10. Without notice when the use of the service by a Customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the Customer's billing address.
- B. Pursuant to notice to the Customer in accordance with Commission regulation at 52 PA Code, Section 64.123, when at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrearages; 2) failure to post a deposit, furnish a third-party guarantee or otherwise establish credit; 3) failure to meet the requirements of a payment agreement; or 4) failure to give adequate assurances that an unauthorized use or practice will cease.

2.4.3. CHANGES IN SERVICE

The customer will be assessed a Service Change Charge for any request of change in service. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable. Service Change Charges are listed in Section 4.

2.4.4. RESTORATION OF SERVICE

A reconnection fee per occurrence may be charged when service is reestablished for Customers or subscribers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.5.1. GENERAL

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.5.2. SURCHARGE

There shall be added to charges billed for service under this Tariff, PA P.U.C. No. 1 (except as otherwise specified), a surcharge of 0.00% for service rendered on or after the effective date of this Tariff.

The above surcharge will be recomputed using the elements prescribed by the Commission:

- Whenever any of the tax rates used in the calculations of the surcharge are changed.
- Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and, if the recomputed surcharge is more than the one in effect, the Company may, submit with such recomputation a Tariff revision to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

2. GENERAL REGULATIONS (cont'd)

2.6. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

2.7. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction includes, but is not limited to, construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

3. SERVICE AREAS

3.1. LOCAL EXCHANGE SERVICE

The Company will provide Local Exchange Service in the following exchanges where facilities and equipment are available. The local calling areas indicated below include unlimited local calling from the associated exchange.

3.1.1. LOCAL CALLING AREAS

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
	Local Service Areas An "*" next to exchange in Local Service Area indicates a one way EAS route; all others are two
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Liberty	Blossburg, Liberty, Morris
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Morris	Liberty, Morris, Wellsboro
Rome	LeRaysville, Nichols, NY (NY Tel.), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro

COMPETITIVE LOCAL EXCHANGE CARRIER

3. SERVICE AREAS (cont'd)

3.1. LOCAL EXCHANGE SERVICE (cont'd)

3.1.1. LOCAL CALLING AREAS (cont'd)

Service Area of Incumbent Local Exchange Carrier: Frontier Communications of Canton, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Canton	Canton, Leroy, Troy (Commonwealth Tel. Co.)
Leroy	Canton, Leroy, Troy (Commonwealth Tel. Co.), Towanda (Commonwealth Tel. Co.)

Service Area of Incumbent Local Exchange Carrier: Frontier Communications of Oswayo River, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Millport	Coudersport, Genesee, Millport, Shinglehouse
Shinglehouse	Coudersport, Genesee, Millport, Shinglehouse
Genesee	Coudersport, Genesee, Millport, Shinglehouse, Ulysses

Service Area of Incumbent Local Exchange Carrier: North Penn Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bentley Creek	Bentley Creek
Roseville	Mansfield (Commonwealth), Roseville
Millerton	Millerton

COMPETITIVE LOCAL EXCHANGE CARRIER

3. SERVICE AREAS (cont'd)

3.1. LOCAL EXCHANGE SERVICE (cont'd)

3.1.1. LOCAL CALLING AREAS (cont'd)

Service Area of Incumbent Local Exchange Carrier: Verizon North LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>	<i>Dial Tone Line Cell</i>
Elkland	Knoxville, Lawrenceville (Commonwealth Tel. Co.), Westfield	4
Harrison Valley	Ulysses, Westfield	4
Knoxville	Elkland	4
Sabinsville	Westfield	4
Trout Run	Brookside, Loyalsock, Williamsport	4
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville	4

Service Area of Incumbent Local Exchange Carrier: Verizon Pennsylvania LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>	<i>Dial Tone Line Cell</i>
Austin	Austin, Coudersport	4
Coudersport	Austin, Coudersport, Roulette, Ulysses	4
Galeton	Galeton	4
Port Allegany	Eldred, Port Allegany, Roulette, Smethport	4
Renovo	Renovo	4
Roulette	Coudersport, Port Allegany, Roulette	4
Ulysses	Coudersport, Ulysses	4

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Driftwood	Driftwood, Emporium
Emporium	Emporium, Driftwood
Hughesville	Hughesville, Muncy, Williamsport

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS

4.1. DIAL TONE

4.1.1. DIAL TONE SERVICE

Dial Tone Facilities, including switching and outside plant facilities, from the Company's central office switching equipment to the Optical Network Terminal (ONT), to which Customer-provided station telephone equipment can be connected.

Includes local exchange service with network access, central office equipment with push button dialing capability, inside plant distribution wire, fiber drop wire to ONT, and necessary switch software to maintain and operate subscriber Service features.

The monthly rates shown in this tariff do not include any terminal equipment telephones, ringers, couplers, or inside wiring.

Dial Tone must be purchased for Local Calling, Custom Calling, or Miscellaneous items to operate.

4.1.2. DIAL TONE CONNECTION CHARGE

The Dial Tone Connection Charge is a non-recurring, one-time charge for activating Dial Tone Service. This charge covers the service order costs in addition to the labor costs associated with activating Dial Tone Service. This charge includes, but is not limited to, making or changing connections in the central office or in distribution facilities, necessary cross connections and line transfers, and switch programming.

The Dial Tone Connection Charge applies for each line connected or changed (i.e. from residential to business, etc.)

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.2. LOCAL CALLING

Customer with Service must select one of the following local calling plans which provides dial access to other Carrier's exchanges in the Local Calling Areas as defined by Section 3 of this tariff. Each answered call in this section is timed by rounding up to the next full minute increment unless otherwise specified in this section.

A. Local Calling Plans available for Residential Dial Tone Customers only

1. Flat Unlimited Local. Customer may call Local Area with unlimited frequency and duration.
2. Flat Regional. Customer may call anywhere in their LATA with unlimited frequency and duration.

B. Local Calling Plans available for Business Dial Tone Customers only Measured.

1. Flat Unlimited Local. Customer may call Local Area with unlimited frequency and duration.
2. Flat Regional. Customer may call anywhere in their LATA with unlimited frequency and duration.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.3. CUSTOM CALLING

- A. **CALL WAITING** - With this service, a subscriber using the phone will be alerted to another incoming call via a tone, and will be able to switch between the two calls. The tone is repeated in approximately ten seconds if the call is not taken right away. The second party calling hears only the normal ringing tone. A deactivation feature allows Call Waiting subscribers to deactivate Call Waiting by dialing a special code. The Call Waiting will automatically be reactivated when the call or call attempt is Terminated. There is no additional charge for the deactivation feature.
- B. **CALL FORWARDING** - This service allows the programming of a phone to automatically switch incoming calls to another number. Toll rates apply if forwarded calls are programmed outside the local calling area.
- C. **THREE-WAY CALLING** - With this service, a three-way conversation can be arranged by simply dialing the numbers. In addition, Three Way Calling may be used by a Customer who has Call Waiting to deactivate Call Waiting during a call.
- D. **REMOTE CALL FORWARDING** - This service allows subscribers to rent a directory telephone number in a remote location. Calls placed to the Remote Call Forwarding number are automatically forwarded via the public switched network to the subscriber's principal number. If Remote Call Forwarding calls are forwarded to a number outside the local calling area, toll rates apply to the forwarded portion of the call and are billed to the Remote Call Forwarding Customer. Rates and regulations specified in other sections or this tariff apply to Remote Call Forwarding service.
- E. **CALL FORWARDING BUSY LINE** - This service forwards incoming calls to a predesignated directory number when the called line is busy.
- F. **CALL FORWARD DON'T ANSWER** - This service forwards all incoming calls to a predesignated directory number if the called number is not answered after a Company specified number of rings.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.3. CUSTOM CALLING (cont'd)

- G. **DO NOT DISTURB** - This service allows subscribers to make their telephone lines appear busy to all incoming calls. The service is activated by dialing an access code, either when the line is idle or during the call. A deactivation code is dialed to return the line to idle status. Outgoing calls can still be placed while Make Set Busy is activated.
- H. **REPEAT DIAL** - Customers may redial the last dialed directory number, by entering an activation code. If the called number is busy, Repeat Call will keep dialing the number for thirty minutes and signal Customer with a special ring if the called number becomes available. Calls made with this service are subject to local or toll charges as appropriate.
- I. **RETURN CALL** - Customers have the convenience of recalling the last incoming call without having to know the directory number of that call. Return Call is activated by means of dialing a code. If the called number is busy, Return Call will keep dialing that number for thirty minutes and signal Customer with a special ring if the called number becomes available. Calls made with this service are subject to the usual local or toll charges as appropriate.
- J. **11. 900/976, Collect Call, & Toll Blocking** - Customers may initiate any combination of blocking for the following type of calls: Calls to numbers beginning with 900 or 976, Incoming Collect Calls, Calls to any destination beyond Customer's local calling area i.e.: Toll Calls

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.3. CUSTOM CALLING (cont'd)

- K. **CALLER ID SERVICE** - Caller ID Service is an optional feature which allows a subscriber to see the telephone number of an incoming call displayed on the Customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID Service works only on calls which originate from and Terminate in central offices which are equipped to provide this service or between central offices that are equipped and have SS7 connectivity. Caller ID is available to Customers by monthly subscription only, which provides unlimited use of this service. The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-list and nonpublished telephone numbers. The telephone numbers that will not be displayed to the Caller ID subscriber are: (1) calls from Customers who use Per-Call Blocking or subscribe to Per-Line Blocking; (2) calls from Customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber their display unit will notify them that the calling telephone number is unavailable.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.4. MISCELLANEOUS NON-RECURRING CHARGES

- A. **DIRECTORY ASSISTANCE SERVICE** - Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers within the same LATA as the POP for Switched Service. Customer reaches a Directory Assistance call center by dialing an access code. Two direct dialed Directory Assistance calls per month without charge are permitted for each residence line. Charges for Directory Assistance are not applicable to the following type of calls to Directory Assistance: Calls from hospitals or nursing homes and calls from residence telephones where a member of the Customer's household has been certified by a physician as unable to use a directory as a result of a handicap. A maximum of two requests per call to Directory Assistance are permitted.
- B. **NON-PUBLISHED NUMBERS** - A telephone number is "non-published" when it is omitted from the directory and also from the information lists or the Company.

This charge does not apply if the subscriber has another telephone line at the same location that is listed in the directory and the same person is listed as the responsible party for each bill.

Customers requesting that their telephone number be excluded from the directory and directory assistance records, or changed from a "non-published" basis to a regular listed basis, will incur a non-recurring Record Service Charge as specified in this Tariff.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.4. MISCELLANEOUS NON-RECURRING CHARGES (cont'd)

- C. **PREFERRED TELEPHONE NUMBER SERVICE** - Allows a Customer to request a particular telephone number which may have a special meaning or value to the Customer, subject to the availability of facilities and the requirements of the serving local exchange Central Office as defined by the Company.
- D. **RESTORAL OF SERVICE CHARGE** - This charge applies for restoring service to a Customer following suspension of service for non-payment or other authorized cause. This charge is in addition to any past due amounts for service previously furnished or any deposit which may be required.
- E. **RECORD SERVICE CHANGE CHARGE** - This charge covers work associated with a change of Company records, at the Customer's request, for:
 - 1. a transfer of billing name, which occurs when one party contracts for the service which had previously been contracted for by another party.
 - 2. a change in or addition to the present directory listing.
 - 3. a subscriber's telephone number being excluded from the directory and directory assistance records, or a change from a "non-published" basis to a regular listed basis.
 - 4. a change in billing records requested by the Customer (except for a correction in name or billing address for residential service due to death, marriage, divorce, or legal action when there is no connection, disconnection, move or change in service) when none of the other non-recurring charges apply.
- F. **TELEPHONE NUMBER CHANGE CHARGE** - Customers requesting a change of their Dial Tone Line telephone number will incur a Telephone Number Change Charge (except when a Line Connection Charge is applied). This charge applies for each telephone line number changed.

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.5. RATES

4.5.1. GENERIC PRICING

Dial Tone

Residential Dial Tone Service	\$XXXX/month
Business Dial Tone Service	\$XXXX/month
Residential Dial Tone Install	\$XXXX/line
Business Dial Tone Install	\$XXXX/line

Residential Local Calling Plan Monthly Fees

Flat Unlimited Local	\$XXXX/month
Flat Regional	\$XXXX/month

Business Local Calling Plan Monthly Fees

Flat Unlimited Local	\$XXXX/month
Flat Regional	\$XXXX/month

Customer Calling Subscriptions

	<u>Recurring Monthly</u>	<u>Non-Recurring Install</u>
Call Waiting (Residential)	\$XXXX	\$XXXX
Call Waiting (Business)	\$XXXX	\$XXXX
Call Forwarding (Residential)	\$XXXX	\$XXXX
Call Forwarding (Business)	\$XXXX	\$XXXX
Three Way Calling (Residential)	\$XXXX	\$XXXX
Three Way Calling (Business)	\$XXXX	\$XXXX
Remote Call Forwarding	\$XXXX	\$XXXX
Call Forwarding Busy Line	\$XXXX	\$XXXX
Call Forwarding Don't Answer	\$XXXX	\$XXXX
Call Forwarding Busy and Don't Answer	\$XXXX	\$XXXX
Do Not Disturb	\$XXXX	\$XXXX
Caller ID	\$XXXX	\$XXXX
Add 900/976, Collect or Toll Blocking	\$XXXX	\$XXXX
Remove 900/976, Collect or Toll Blocking	\$XXXX	\$XXXX
Return Call	\$XXXX	\$XXXX
Return Call (Business)	\$XXXX	\$XXXX

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.5. RATES (cont'd)

4.5.2. 1-RATE PACKAGE PRICING

	<u>Rates</u>
<u>Residential 1-Rate Level 1</u> – includes Dial Tone, Unlimited Voice Local Calling and these features:	\$XXXX/month
Call Waiting	
Call Forwarding	
Three Way Calling	
Caller ID	
Repeat Dial	
Return Call	
Call Block	

<u>Residential 1-Rate Level 2</u> – includes all items of Level 1, plus Unlimited Voice Flat Regional Calling	\$XXXX/month
---	--------------

<u>Business 1-Rate</u> – includes Dial Tone, Unlimited Local Calling and Regional Toll Calling	\$XXXX/month
---	--------------

*All monthly rates are per line. Plans and individual features are subject to Company's technical ability to provide a plan or feature in a given area. Due to technical limitations, not all plans or features are available in all areas. Customer should contact Company for availability. No credit or pro-rate is offered for a Customer in a locality not equipped to offer one or more features. Voice calls are unlimited.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.5. RATES (cont'd)

4.5.3. MISCELLANEOUS CHARGES (apply to Generic Pricing accounts and 1-Rate accounts)

Restoral of Service	\$XXXX/occurrence
Telephone Number Change Charge	\$XXXX/occurrence
Record Service Change Charge	\$XXXX/occurrence
Preferred Telephone Number Service	\$XXXX/occurrence
Customer Change to Unworked Service Order	\$XXXX/occurrence
Change of Responsible Party	\$XXXX/occurrence
Non-Published Telephone Number	\$XXXX/month
Directory Assistance	\$XXXX/call
Directory Assistance Thirty Calls per month as an add-on to any Residential Plan	\$XXXX/month
Return Call (unless subscription purchased)	\$XXXX/call
Call Trace	\$XXXX/call
Voice Mail	\$XXXX/month

4.5.4. MISCELLANEOUS CHARGES (apply to 1-Rate accounts)

Conversion to or from a 1-Rate Plan	\$XXXX
Change Between 1-Rate Plan Levels	\$XXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.6. DIRECTORY ASSISTANCE SERVICE

4.6.1. GENERAL

Directory Assistance Service is furnished upon Customer request for assistance in obtaining directory listing information for listings that are within the local calling area or LATA of the originating line. Customers will be charged for all requests including requests for listings that are not available or not found. This service will be provided by an operator or a mechanized response system.

4.7. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE

4.7.1. GENERAL

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the Customer that he may be connected to the requested number automatically for a specified additional charge.

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.8. DIRECTORY LISTINGS

The Company will arrange for Customer's main billing numbers to be placed in the directory or directories of the dominant local exchange carrier. The regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying the Customer's telephone number and as an aid to the use of telephone service.

- A. The listings of Customers are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.
- B. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer is not impaired.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.
- D. A service charge will apply for any Customer-requested change in listing, as specified in Section 4.5.3.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE

4.9.1. GLOSSARY OF TERMS

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with "service provider."

Company system: Reference to a service provider's own facilities-based network or, if operating as a non-facilities-based competitive local exchange carrier, the facilities contracted by the Company for provision of service.

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.2. GENERAL

The Service Access Code 9-1-1 allows the Customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Safety Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Company collects a fee from its Customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the PSAP

4.9.3. REGULATIONS

- A. The Company, whether supplying service through its own facilities or through the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998, *MSAG Order*.

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

- B. The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in "read/write" format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.

COMPETITIVE LOCAL EXCHANGE CARRIER

4. SERVICE COMPONENTS AND PRODUCTS (cont'd)

4.9. 9-1-1 SERVICE (cont'd)

4.9.3. REGULATIONS (cont'd)

- G. The Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the Company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate Customer information for input to the ALI database.

- H. The Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

- I. The Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the Host Telephone Company, but shall be made solely in read-only format by all other telephone companies), and the Company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

4. MISCELLANEOUS SERVICES (cont'd)

4.10. PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

4.10.1. GENERAL

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth of Pennsylvania. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech, as provided in AT&T Telecommunications Relay Services Tariff Pa.. P.U.C. No. 13.

4.10.2. SURCHARGE

In addition to the charges provided in this Tariff and other intrastate toll tariffs in which this Company concurs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as a funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

	<u>RATE</u>
A. Pennsylvania TRS Surcharge, applicable to all bills issued on or after July 1, 2011	
1. Per Residence access line, per month	\$0.08
2. Per Business access line, per month	\$0.08

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER

5. SPECIAL ARRANGEMENTS

5.1. MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration. The Company will file tariff pages for each market trial.

5.2. PROMOTIONAL OFFERINGS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

Each promotional offering will have a duration no longer than six months and will not be offered more than once in any consecutive twelve month period.

Any Customer will be allowed to participate in a promotional offering upon request, provided the Company has the necessary facilities and billing capabilities to permit such participation.

Promotional offerings will be filed with the Commission pursuant to 52 Pa. Code § 53.58.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE

6.1. LIFELINE SERVICE

6.1.1. DESCRIPTION

Lifeline Service is a Residence offering for low-income Customers who qualify for this service in accordance with the following Regulations.

6.1.2. REGULATIONS

- A. Lifeline Service is available to qualified residence Customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified Customer or household (a household is defined as "any individual or group of individuals who are living together as one economic unit" an economic unit is "all adult individuals contributing to and sharing in the income and expenses of a household"). A potential Lifeline Customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.
- B. Residence Lifeline Service consists of the following tariffed standard features and optional Customer-elected services at the applicable rates, charges and regulations for each feature and service provided:
 1. One-Party Residence Unlimited Service and Local Measured Service, if available.
 2. Directory Listing (standard only).
 3. Non-Published or Non-Listed Telephone Number Service.
 4. Access to Directory Assistance Service.
 5. Touch Tone Calling Service.
 6. Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However, the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
 7. Access to Operator Services.
 8. Voluntary Toll Restriction Option.
 9. Access to 8XX Services.
 10. Access to Call Trace.
 11. Access to Alerting and Reporting Systems (9-1-1 dialing).
 12. Access to the Pennsylvania Telecommunications Relay Service.
 13. Caller ID Per-call and Per-line Blocking
 14. Other telecommunications services at tariffed rates

COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. REGULATIONS (cont'd)

- C. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Human Services (DHS) programs or federal public housing; or be able to provide proof of income which is at or below 135% of the annual United States Census Bureau Poverty Level Guidelines for All States (Except Alaska and Hawaii) and the District of Columbia. Recertification of Lifeline Service participants must be conducted annually by the Company to ensure continued eligibility. Lifeline Customers have the responsibility to notify the Company within thirty (30) days of a change in eligibility status if they no longer qualify for Lifeline Service.

Pennsylvania Department of Human Services Lifeline Service Programs:

- * Temporary Assistance for Needy Families (TANF)
- * Supplemental Security Income (SSI)
- * Medicaid
- * Supplemental Nutrition Assistance Program (SNAP) (fka Food Stamps)
- * Low Income Home Energy Assistance Program (LIHEAP)

Additional Eligible Programs (Federal)

- * Federal Public Housing
- * National School Free Lunch Program

The DHS Programs listed above must be certified by DHS. Such certification by DHS will be provided only when a DHS client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DHS will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DHS is subject to execution of an agreement with DHS and the Company.

COMPETITIVE LOCAL EXCHANGE CARRIER

6. LIFELINE SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. REGULATIONS (cont'd)

- D. Lifeline Service will be provided to a Customer only so long as such Customer continues to meet the participation and certification guidelines in 2 (c) above. At the time of initial establishment of Lifeline Service, the Customer agrees to have his or her eligibility recertified annually by the Company. When the Company is notified by the Customer or determines through recertification that the Lifeline Service Customer is no longer a participant in the DHS programs in 2 (c) above or otherwise low-income eligible, the Customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated Customer notification period (30 days from the date of the notification), the Customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the Customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the Customer will have ten (10) working days to complete the low-income certification or recertification process in order to retain Lifeline Service.
- E. A Lifeline Service Customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- F. Only services listed in 2 (b) above will be provided to Lifeline Customers.
- G. Customer requested temporary suspension of Lifeline Service is not permitted.
- H. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- I. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- J. Lifeline Customers are subject to all Residence service regulations in this and other tariffs of Tri-Co Connections, LLC.

COMPETITIVE LOCAL EXCHANGE CARRIER

6. LOCAL INTERCONNECTION SERVICE (cont'd)

6.1. LIFELINE SERVICE (cont'd)

6.1.2. REGULATIONS (cont'd)

- K. Residence Lifeline Service cannot be resold by the Lifeline Customer or the Lifeline Customer's agent(s).
- L. Resale of Lifeline Services are subject to wholesale rate obligations under Section 251(c) (4) of the Telecommunications Act of 1996.
- M. All outstanding charges, account balances and service restrictions apply to existing Customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.
- N. Any Lifeline Customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline Customer is toll restricted for a second occurrence the Company may, at its discretion, place the Lifeline Customer on permanent toll restriction.
- O. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

6.1.3. DIAL TONE LINE MONTHLY RATE

- A. Applicable Residence Dial Tone monthly rate minus \$9.25 (1).
- B. Lifeline Service is subject to all applicable state, local and federal taxes, and surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

(1) See FCC Public Notice released May 1, 2012, In re: *Lifeline and Link Up Reform and Modernization et al.*, Report and Order and Further Notice of Proposed Rulemaking, WC Dkt. Nos. 11-42 *et al.*, CC Dkt. No. 96-45, FCC 12-11 (rel. Feb. 6, 2012).

Exhibit 5

Switched Access Provider Tariff

SWITCHED ACCESS SERVICES

Tri-Co Connections, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
SWITCHED ACCESS SERVICES
Regulations and Schedule of Charges

This tariff is for service within the service areas of Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company Telephone – PA P.U.C. Nos. 23 and 24; Frontier Communications of Canton, LLC Telephone – PA P.U.C. No. 3; Frontier Communications of Oswayo River, LLC Telephone – PA P.U.C. No. 5; North Penn Telephone Company Telephone – PA P.U.C. No. 2; Verizon North LLC Telephone – PA P.U.C. Nos. 1, 3, 5, 6; Verizon Pennsylvania LLC Telephone – PA P.U.C. No. 180A; and Windstream Pennsylvania, LLC Telephone – PA P.U.C. No. 7.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

LIST OF MODIFICATIONS

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

CHECK SHEET

Original sheets as named below comprise the original Tariff and are currently in effect as of the date on the bottom of the check sheet. An asterisk (*) indicates the most current revision.

Sheet No.	Revision No.	Sheet No.	Revision No.
Title	Original	32	Original
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
23	Original	55	Original
24	Original	56	Original
25	Original	57	Original
26	Original	58	Original
27	Original	59	Original
28	Original	60	Original
29	Original	61	Original
30	Original	62	Original
31	Original		

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
 Tri-Co Connections, LLC
 22 North Main Street, P.O. Box 526
 Mansfield, PA 16933

SWITCHED ACCESS SERVICES

TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	TITLE
LIST OF MODIFICATIONS	2
CHECK SHEET	3
TABLE OF CONTENTS	4
TARIFF FORMAT	7
APPLICATION	8
TARIFF REVISION SYMBOLS	8
1. DEFINITIONS	8
2. REGULATIONS	10
2.1. UNDERTAKING OF THE COMPANY	10
2.1.1. SCOPE	10
2.1.2. SHORTAGE OF FACILITIES	10
2.1.3. TERMS AND CONDITIONS	10
2.1 UNDERTAKING OF THE COMPANY (cont'd)	11
2.1.4. LIMITATIONS ON LIABILITY	11
2.1.5. PROVISION OF EQUIPMENT AND FACILITIES	13
2.1.6. OWNERSHIP OF FACILITIES	13
2.2. PROHIBITED USES	14
2.3. OBLIGATIONS OF THE CUSTOMER	15
2.3.1. CUSTOMER PREMISES PROVISIONS	15
2.3.2. LIABILITY OF THE CUSTOMER	15
2.3.3. JURISDICTIONAL REPORT REQUIREMENTS	16
2.3.4. IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC	19
2.4. CUSTOMER EQUIPMENT AND CHANNELS	21
2.4.1. INTERCONNECTION OF FACILITIES	21
2.4.2. INSPECTIONS	21
2.5. CUSTOMER DEPOSITS AND ADVANCE PAYMENTS	22
2.5.1. ADVANCE PAYMENTS	22
2.5.2. DEPOSITS	22
2.6. PAYMENT ARRANGEMENTS	23
2.6.1. PAYMENT FOR SERVICE	23
2.6.2. BILLING AND COLLECTION OF CHARGES	23
2.6.3. BILLING DISPUTES	24
2.6.4. DISCONTINUANCE OF SERVICE FOR CAUSE	26
2.6.5. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED	27
2.6.6. CHANGES IN SERVICE REQUESTED	30
2.6.7. CUSTOMER OVERPAYMENT	30
2.6.8. NOTICE TO COMPANY FOR CANCELLATION OF SERVICE	30

COMPETITIVE LOCAL EXCHANGE CARRIER

TABLE OF CONTENTS (cont'd)

2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE 31

 2.7.1. GENERAL..... 31

 2.7.2. LIMITATIONS ON ALLOWANCES 31

 2.7.3. USE OF ANOTHER MEANS OF COMMUNICATION 32

 2.7.4. APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE..... 32

 2.7.5. CANCELLATION FOR SERVICE INTERRUPTION 34

2.8. CANCELLATION OF SERVICE/TERMINATION LIABILITY 34

 2.8.1. TERMINATION LIABILITY 34

2.9. PRIVACY RULES 35

2.10. APPLICATION OF RATES..... 35

 2.10.1. CHARGES BASED ON DURATION OF USE 35

 2.10.2. RATES BASED UPON DISTANCE 36

 2.10.3. MILEAGE 37

2.11. INDIVIDUAL CASE BASIS ARRANGEMENTS 38

2.12. SPECIAL CONSTRUCTION 38

 2.12.1. DESCRIPTION 38

 2.12.2. BASIS FOR RATES AND CHARGES 39

 2.12.3. TERMINATION LIABILITY 40

3. SERVICE AND RATE DESCRIPTIONS 41

 3.1. ACCESS SERVICES 41

 3.1.1. ACCESS SERVICE ORDER 42

 3.1.2. RATE CATEGORIES 48

 3.2. MISCELLANEOUS ACCESS SERVICES 53

 3.2.1. PRESUBSCRIPTION..... 53

4. MISCELLANEOUS SERVICES 54

 4.1. GENERAL..... 54

 4.2. AUTOMATIC NUMBER IDENTIFICATION..... 54

 4.3. RATE REGULATIONS 54

 4.4. BILLING NAME AND ADDRESS SERVICE 55

 4.4.1. UNDERTAKING OF THE COMPANY 55

 4.4.2. OBLIGATION OF THE CUSTOMER 56

 4.4.3. RATE REGULATIONS 58

5. RATES 59

 5.1. ACCESS RATES..... 59

 5.1.1. SERVICE ORDERS..... 59

 5.1.2. TOLL FREE 800 SERIES DATA BASE ACCESS SERVICE 62

 5.2. MISCELLANEOUS ACCESS SERVICES 62

 5.2.1. PRESUBSCRIPTIONS 62

 5.3. MISCELLANEOUS SERVICES 62

 5.3.1. AUTOMATIC NUMBER IDENTIFICATION PER RECORD 62

 5.3.2. BNA..... 62

SWITCHED ACCESS SERVICES

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1
 - 2.1.A.
 - 2.1.A.1.(a).
 - 2.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SWITCHED ACCESS SERVICES

APPLICATION

This tariff applies to intrastate intraLATA access and interconnection services by Tri-Co Connections, LLC, (hereafter referred to as the "Company" or "Tri-Co").

Tariff Revision Symbols

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

- (C) - To signify changed regulation
- (D) - To signify decreased rate
- (I) - To signify increased rate

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

1. DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Access Service — Switched or dedicated access to the network of an Interexchange Carrier for the purpose of originating and terminating communications.

Advance Payment — Part or all of a payment required before the start of service.

Commission — Pennsylvania Public Utility Commission.

Company or Tri-Co — Tri-Co Connections, LLC, the issuer of this tariff.

Customer — The person, firm, corporation, or other entity, with a carrier identification code, that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office — With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end-office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User — A person or entity other than an Interexchange Carrier that subscribes to intrastate service provided by an Exchange Carrier.

Exchange Carrier — Any individual, partnership, association, joint-stock company, trust, government entity, or corporation authorized by the Commission to engage in the provision of local exchange telephone service.

Interexchange Carrier — Any individual, partnership, association, corporation, or other entity engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

1. DEFINITIONS (cont'd)

LATA — A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Recurring Charges — The monthly charges to the Customer for services, facilities and equipment that continue for the agreed upon duration of the service.

Service Commencement Date — The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order — The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request for the Customer to submit a Service Order.

Serving Wire Center — The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

User — A Customer or any other person authorized by the Customer to use service provided under this tariff.

Wire Center — A building in which one or more central offices, used for the provision of Exchange Services, are located.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. SCOPE

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2. SHORTAGE OF FACILITIES

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3. TERMS AND CONDITIONS

- A. Service is provided on the basis of a minimum period of at least one month, 24- hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.1 UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. LIMITATIONS ON LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.4. LIMITATIONS ON LIABILITY (cont'd)

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.1. UNDERTAKING OF THE COMPANY (cont'd)

2.1.5. PROVISION OF EQUIPMENT AND FACILITIES

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

2.1.6. OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.2. PROHIBITED USES

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. CUSTOMER PREMISES PROVISIONS

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2. LIABILITY OF THE CUSTOMER

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.3. OBLIGATIONS OF THE CUSTOMER (cont'd)

2.3.3. JURISDICTIONAL REPORT REQUIREMENTS

- A. For Feature Group B Switched Access Service(s) for both originating and terminating usage, a projected Percentage of Interstate Usage (PIU) must be provided by the Customer to the Company. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected PIU factor for each Feature Group B Switched Access Service group ordered. The formula for developing PIU is as follows in Section 2.3.3(B) below.
- B. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from call detail, will determine the PIU as follows:
 - 1. For originating access minutes, the PIU will be developed on a monthly basis, by end office trunk group, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.
 - 2. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the PIU for originating access minutes will be used to develop the PIU for such terminating access minutes.

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected PIU for each end office trunk group involved to be used in the event that originating call detail is insufficient to determine the jurisdiction of the usage. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(C) following.

SWITCHED ACCESS SERVICES**2. REGULATIONS** (cont'd)**2.3. OBLIGATIONS OF THE CUSTOMER** (cont'd)**2.3.3. JURISDICTIONAL REPORT REQUIREMENTS** (cont'd)

C. Where the call detail data is insufficient to develop jurisdiction, the Customer must provide the Company with a PIU using the following steps:

1. For purposes of developing the PIU, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
2. The Company will designate the number obtained by subtracting the PIU from 100 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.
3. A whole number percentages will be used by the Company to apportion the usage, monthly recurring, and/or non-recurring charges between interstate and intrastate until a revised report is received.

D. The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., $\text{number of access minutes} \times \text{projected interstate percentage of use} = \text{interstate access minutes}$). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., $\text{number of access minutes} - \text{interstate access minutes} = \text{intrastate access minutes}$). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

E. Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.3. OBLIGATIONS OF THE CUSTOMER (cont'd)

2.3.3. JURISDICTIONAL REPORT REQUIREMENTS (cont'd)

- F. The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or non-recurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G. *The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. The Company no more than once per year will initiate such a request. The Customer shall supply the data within 30 calendar days of the Company request.*
- H. Determination of Interstate Charges for Mixed Interstate and Intrastate Service

When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage), including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.3.3 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
2. For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.3. OBLIGATIONS OF THE CUSTOMER (cont'd)

2.3.4. IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC

A. Scope

1. This section governs the identification and billing of VoIP-PSTN Traffic, unless the parties have agreed otherwise, pursuant to the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011) ("FCC November 18th Order) and the Second Order on Reconsideration in WC Docket Nos. 10-90, etc., FCC Release No. 12-47 (April 25, 2012).
2. For purposes of this tariff section, "VoIP-PSTN Traffic" is defined, consistent with 47 C.F.R. § 51.701(b)(3), as interexchange (access) telecommunications traffic exchanged between Company and another telecommunications carrier in Time Division Multiplexing ("TDM") format that originates and/or terminates in IP format and that otherwise meets the definitions in 47 C.F.R. § 51.701(b)(1) or (b)(2). Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user Customer of a service that requires Internet protocol-compatible Customer premises equipment.

B. Interstate and Intrastate Rates Apply

1. Intrastate, interexchange VoIP-PSTN Traffic identified in accordance with this tariff section that terminates to the Company will be billed at rates equal to the Company's applicable switched access rate as specified in Section 5 following.

C. Calculation and Application of Percent-VOIP-Usage Factors

1. The traffic minutes of use ("MOU") to which interstate rates will be applied under this section will be determined by the Company by calculating a Percent VoIP Usage ("PVU") factor to be applied to the total terminating and originating intrastate access MOU terminated by the Customer to the Company's end-user and originated by the Company's end-user and terminated to the Customer.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.3. OBLIGATIONS OF THE CUSTOMER (cont'd)

2.3.4. IDENTIFICATION AND RATING OF VOIP-PSTN TRAFFIC (cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factors (cont'd)

2. The PVU Factor shall be, which is an amount equal to the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines as set forth in the FCC Wireline Competition Bureau Local Telephone Competition Report, the most current version of which was released October 2011 and will be adjusted biannually with each new Local Telephone Competition Report released by the FCC Wireline Competition Bureau.
3. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

D. Customer Specific Factors

1. As an alternative to the benchmark PVU rate specified in subsection (C)(2) above, the Customer may request that the Company negotiate an agreement specifying alternative compensation for VoIP-PSTN Traffic, including the use of a verifiable Customer-specific PVU.
2. Such agreement shall specify the manner in which the Customer specific PVU shall be calculated which shall become effective once agreed to by both parties based upon the verified characteristics of the Customer's VoIP-PSTN Traffic.
3. In the event that a Customer-specific PVU is implemented or if VoIP traffic can be specifically identified, the Company may adjust the benchmark PVU rate specified in subsection (C)(2) above to maintain a statewide PVU factor applicable to of all minutes of use terminated and originated by the Company. The adjustment of the benchmark PVU will be done on a quarterly basis.

E. PVU Factor Implementation

1. If the PVU factor cannot be implemented in the Company's billing systems upon the effective date of this tariff provision, the Company will adjust the Customer's bills to reflect the PVU retroactively to the effective date of this tariff provision.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.1. INTERCONNECTION OF FACILITIES

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2. INSPECTIONS

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

SWITCHED ACCESS SERVICES2. REGULATIONS (cont'd)2.5. CUSTOMER DEPOSITS AND ADVANCE PAYMENTS2.5.1. ADVANCE PAYMENTS

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2. DEPOSITS

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. two month's charges for a service or facility which has a minimum payment period of one month; or
 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to Customer.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS

2.6.1. PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Access and Interconnection Services.

2.6.2. BILLING AND COLLECTION OF CHARGES

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.2. BILLING AND COLLECTION OF CHARGES (cont'd)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
 2. the highest interest rate that may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

2.6.3. BILLING DISPUTES

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) are received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
2. In the event, a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.3. BILLING DISPUTES (cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has the right to take the following course of action:

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

PA Public Utility Commission
PO Box 3265
Harrisburg, PA 17105
1-800-692-7380

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.4. DISCONTINUANCE OF SERVICE FOR CAUSE

- A. Upon non-payment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.5. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED

Meet point billing applies where a Customer orders switched access service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All recurring and non-recurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5(A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A. For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in Section 2.6.5(B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.5. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (cont'd)

B. The charge for the Local Transport rate element for services provided as set forth in Section 2.6.5 (A), preceding are determined as follows:

1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport service, as defined in Section 3.1.2(B) following. Determine the airline mileage for the Local Transport charge using the V&H method as set forth in Section 2.10.2 following.
2. For Feature Groups B or D Switched Access Service, the Local Transport charge is determined by using the steps set forth in Sections 2.6.5(B)(2)(a) and 2.6.5(B)(2)(b) following for the total Local Transport-Common Switched Transport charges.

a. Determine:

The Local Transport mileage band for the mileage measured.

b. Multiply:

The number of access minutes

by

the Company's appropriate Local Transport mileage rate determined in (a) preceding

by

the Company's billing percentage factor. The resulting amount is the Company's total Local Transport charge.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.5. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (cont'd)

- C. The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in Section 2.6.5(D), below.
- D. Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and other end offices are as set forth in Company's FCC Access Tariff.
- E. Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5(A) preceding, the Company will give affected Customers 30 days' notice.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.6. PAYMENT ARRANGEMENTS (cont'd)

2.6.6. CHANGES IN SERVICE REQUESTED

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in Section 3.1.1.2 following, Access Order Modifications.

2.6.7. CUSTOMER OVERPAYMENT

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after the Company receives such overpayment.

2.6.8. NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.7.1. GENERAL

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.2. LIMITATIONS ON ALLOWANCES

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or non-compliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.7.2. LIMITATIONS ON ALLOWANCES (cont'd)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3. USE OF ANOTHER MEANS OF COMMUNICATION

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4. APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.7.4. APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE (cont'd)

D. Interruption of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.7.5. CANCELLATION FOR SERVICE INTERRUPTION

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit, which has been subject to the outage or cumulative service credits.

2.8. CANCELLATION OF SERVICE/TERMINATION LIABILITY

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1. TERMINATION LIABILITY

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.9. PRIVACY RULES

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established Customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

2.10. APPLICATION OF RATES

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1. CHARGES BASED ON DURATION OF USE

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.10. APPLICATION OF RATES (cont'd)

2.10.1. CHARGES BASED ON DURATION OF USE (cont'd)

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.10.2. RATES BASED UPON DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in THE NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.

SWITCHED ACCESS SERVICES**2. REGULATIONS** (cont'd)**2.10. APPLICATION OF RATES** (cont'd)**2.10.2. RATES BASED UPON DISTANCE** (cont'd)

B. The airline distance between any two-wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
7. Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2.10.3. MILEAGE

The mileage to be used to determine the Local Transport monthly rate is calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the Customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport mileage rates are shown in Section 5.1.3 in terms of mileage bands. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then find the mile band for the mileage measured. The amount to be billed shall be the banded Local Transport rate multiplied by the number of access minutes.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.11. INDIVIDUAL CASE BASIS ARRANGEMENTS

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, changes will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

2.12. SPECIAL CONSTRUCTION

2.12.1. DESCRIPTION

Subject to the arrangement of the Company, and to all of the regulations contained in this tariff, special construction of the facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.12. SPECIAL CONSTRUCTION (cont'd)

2.12.2. BASIS FOR RATES AND CHARGES

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combination thereof.

A. Basis for Cost Computation

The cost may include one or more of the following items to the extent that they are applicable:

1. Cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
 - a. Equipment and materials provided or used;
 - b. Engineering, labor and supervision;
 - c. Transportation; and
 - d. Rights-of-way.
2. Cost of maintenance;
3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. License preparation, processing and related fees;
6. Tariff preparation, processing and related fees;
7. Any other identifiable costs related to the facilities provided; or
8. An amount for return and contingencies

SWITCHED ACCESS SERVICES

2. REGULATIONS (cont'd)

2.12. SPECIAL CONSTRUCTION (cont'd)

2.12.3. TERMINATION LIABILITY

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided, including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate. Cost installed includes the cost of:
 - a. Equipment and materials provided or used;
 - b. Engineering, labor and supervision;
 - c. Transportation; and
 - d. Rights-of-way.
 - 2. License preparation, processing and related fees;
 - 3. Tariff preparation, processing and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS

3.1. ACCESS SERVICES

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an End User's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in two service categories of standard and optional features called Feature Groups. The Company provides Feature Group B and D originating and terminating equal access. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

Feature Group B (FGB) Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

Feature Group D (FGD) Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES**3. SERVICE AND RATE DESCRIPTIONS (cont'd)****3.1. ACCESS SERVICES (cont'd)****3.1.1. ACCESS SERVICE ORDER****A. Ordering Access Service Types**

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

1. For FGB Switched Access Service, the Customer shall specify the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering FGB trunks to an end office, the Customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements. In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.
2. For FGD Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an end office, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending an access tandem operated from another Exchange Telephone Company to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.1. ACCESS SERVICE ORDER (cont'd)

3. For Toll Free 800 Series Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free 800 Series Data Base Service, the customer shall so specify on the order for service.
4. When a Customer orders collocation in an end office with Company provided Switched Access Service(s), the Customer must specify the collocated fiber optic facilities. The Customer must also specify the particular end officer location involved, which must be the end office in which the Switched Access Service(s) originate or terminate.

B. Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

1. Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.1. ACCESS SERVICE ORDER (cont'd)

2. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3. Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order, which requires engineering review. Design changes do not include a change of Customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

4. Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge found in Section 5.1.1 will apply.

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.1. ACCESS SERVICE ORDER (cont'd)

C. Cancellation of an Access Order

1. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer's or an end user is unable to accept Access Service within 30-calendar days after the original service date, the Customer has the choice of the following options:

— The Access Order shall be cancelled and charges set forth in (B) following will apply, or

— Billing for the service will commence.

If no cancellation request is received within the specified 30-calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

2. When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - a. When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 - b. If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.1. ACCESS SERVICE ORDER (cont'd)

D. Minimum Period

1. The minimum period for which Access Service is provided and for which charges are applicable, is one month.
2. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- a. A move to a different building.
- b. A change in type of service.
- c. A change in Switched Access Service Interface Group.
- d. Change in Switched Access Service traffic type.
- e. A change in Out of Band Signaling connection.
- f. Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- g. Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly-billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable non-recurring charges for the service will be billed in addition to the Minimum Period Charge.

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.1. ACCESS SERVICE ORDER (cont'd)

E. Non-recurring Charges

Non-recurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

1. Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2. Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The non-recurring charge described in Section 3.1.1(E)(1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

a. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

b. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated non-recurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.2. RATE CATEGORIES

There are four rate categories which apply to Switched Access Service:

- Carrier Common Line
- Local Transport
- End Office
- Toll Free 800 Series Data Base Access Service

A. Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to End Users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

1. Limitations

- a. A telephone number is not provided with Carrier Common Line.
- b. Detail billing is not provided for Carrier Common Line.
- c. Directory listings are not included in the rates and charges for Carrier Common Line.
- d. Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- e. All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.2. RATE CATEGORIES (cont'd)

A. Carrier Common Line (cont'd)

2. Undertaking of the Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to End Users at rates and charges as set forth in Section 5.1.2 following.

3. Obligations of the Customer

- a. The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.
- b. All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4. Out of Band Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

5. Rate Regulations

- a. The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- b. When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the Customer set forth in Section 2.3.3 preceding.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.2. RATE CATEGORIES (cont'd)

B. Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with other Exchange Telephone Companies. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

The following paragraphs describe the Local Transport rate elements.

1. Local Transport-Mileage

The Local Transport-Mileage rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises. The Local Transport-Mileage rate also provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

2. Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.2. RATE CATEGORIES (cont'd)

B. Local Transport (cont'd)

3. Out of Band Signaling

- a. This ordering option allows the Customer to exchange signaling for Feature Group D call set-up over a communications path, which is separate from the message path. This option is provided with SS7 protocol and is only available with Feature Group D. This option requires the establishment of a signaling connection path between the Customer's SPOI and the Company's STP.
- b. Out of band signaling is provided in both the originating and terminating direction on FGD services. Each signaling connection is provisioned for two-way transmission of out of band signaling information.
- c. Out of band signaling is subject to the rates and charges as specified in Section 5.1.3(B) following.

C. End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching element.

The Local Switching rate element provides for the use of end office switching equipment. The Local Switching rate is set forth in Section 5.1.4.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.1. ACCESS SERVICES (cont'd)

3.1.2. RATE CATEGORIES (cont'd)

D. Toll Free 800 Series Data Base Access Service

Toll Free 800 Series Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free 800 Series calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free 800 Series number.

1. Customer Identification Charge

The Toll Free 800 Series Data Base Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and the delivery of the dialed Toll Free 800 Series ten-digit number. The charge is assessed to the Customer on a per query basis and may include an area of service, which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Pennsylvania. The Customer Identification Charge as set forth in Section 5.1.5 applies.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

3. SERVICE AND RATE DESCRIPTIONS (cont'd)

3.2. MISCELLANEOUS ACCESS SERVICES

3.2.1. PRESUBSCRIPTION

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1 following applies.

- B. New end users who are served by end offices equipped with Feature Group D, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection
 - Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.

 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1 following applies. This charge is billed to the end user, which is the subscriber to the Exchange Access Service and applies only for selection of an IC, which provides only intrastate service.

SWITCHED ACCESS SERVICES

4. MISCELLANEOUS SERVICES

4.1. GENERAL

The Company will provide the following services:

- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2. AUTOMATIC NUMBER IDENTIFICATION

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between end office and an access tandem, and a trunk group between access tandem and a Customer's premises.

4.3. RATE REGULATIONS

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating), the ANI rate as set forth in Section 5.3.1 will apply for each ANI record delivered to the Customer.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

4. MISCELLANEOUS SERVICES (cont'd)

4.4. BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, where available, the information will be entered on magnetic tape containing record customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

4.4.1. UNDERTAKING OF THE COMPANY

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA Service where available on a mechanized basis. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

SWITCHED ACCESS SERVICES

4. MISCELLANEOUS SERVICES (cont'd)

4.4. BILLING NAME AND ADDRESS SERVICE (cont'd)

4.4.1. UNDERTAKING OF THE COMPANY (cont'd)

- C. The Company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer Records Information System (CRIS), including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- E. The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.4.2. OBLIGATION OF THE CUSTOMER

- A. With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B. A Customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- D. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

4. MISCELLANEOUS SERVICES (cont'd)

4.4. BILLING NAME AND ADDRESS SERVICE (cont'd)

4.4.2. OBLIGATION OF THE CUSTOMER (cont'd)

- E. When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100 – projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and non-recurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- F. The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

4. MISCELLANEOUS SERVICES (cont'd)

4.4. BILLING NAME AND ADDRESS SERVICE (cont'd)

4.4.3. RATE REGULATIONS

- A. For each order for BNA information received by the Company, a BNA order charge applies.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- C. If the Customer requests BNA information on a mechanized basis, and the Company is able to provide magnetic tape, a charge per tape also applies.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in Section 5.3.2 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in Section 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use time the stated tariff rate.

- D. When a customer cancels an order for BNA Service after the order date, the BNA order charge applies.

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

5. RATES

5.1. ACCESS RATES

5.1.1. SERVICE ORDERS

A. Service Implementation		Non-Recurring Charge per <u>Line or Trunk</u>
1. Installation Charge		
— Per Trunk or Out of Band Signaling Connection		\$375.00
2. Engineering Charge		
<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
a. Basic Time, regularly-scheduled working hours, per engineer	\$107.28	\$49.39
b. Overtime, outside of regularly-scheduled working hours, per engineer	\$114.48	\$56.94
		Non-Recurring Charge per <u>Line or Trunk</u>
B. Service Date Charge		\$46.00
C. Design Change		\$46.00
D. Expedited Order		\$245.00

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES

5. RATES (cont'd)

5.1. ACCESS RATES (cont'd)

5.1.2. MINUTES OF USE CHARGE (cont'd)

The Company will separate the rating of traffic between VoIP-PSTN Traffic Minutes of Use and non-VoIP-PSTN Traffic Minutes of Use as specified in Section 2.3.4.

A. VoIP-PSTN Traffic

Absent a written agreement to the contrary, VoIP-PSTN Toll Traffic identified in accordance with this section will be billed as follows:

The Switched Access Service Interstate Rate for Toll VoIP-PSTN Traffic \$0.0016391/minute

Absent a written agreement to the contrary, the rate for all other VoIP-PSTN non-Toll Traffic is the otherwise-applicable reciprocal compensation rate of: \$0.002439/minute

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

SWITCHED ACCESS SERVICES5. RATES (cont'd)5.1. ACCESS RATES (cont'd)5.1.2. MINUTES OF USE CHARGE (cont'd)**B. Non-VoIP-PSTN Traffic**

The following per-minute charges apply for calls which originate from or terminate to end-users whose service telephone numbers are situated within the boundaries of: Verizon Pennsylvania LLC, Verizon North LLC, Windstream Pennsylvania, LLC, North Penn Telephone Company, or Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company.

	Rates Per Minute	
	<u>Originating</u>	<u>Terminating</u>
Local Transport Facility	\$0.0000208	\$0.0000000
Local Transport Termination	N/A	\$0.0000000
End Office Switching Charge	\$0.011274	\$0.0000000
Carrier Common Line	\$0.008004	\$0.0012765
Tandem Switching	\$0.000608	\$0.0000000
Tandem Transport	\$0.000121	\$0.0000000
Tandem Transport per Mile	\$0.000028	\$0.0000000
Carrier Common Truck	\$0.000683	\$0.0002625
(does not apply to Customers with Entrance Facilities and Ports)		
Directory Information Surcharge	\$0.000261	\$0.0001001
Composite Terminating End Office Charge (CTEOC)	\$0.000000	\$0.000000

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

SWITCHED ACCESS SERVICES

5. RATES (cont'd)

5.1. ACCESS RATES (cont'd)

5.1.2. TOLL FREE 800 SERIES DATA BASE ACCESS SERVICE

	<u>Rate</u>
Customer Identification Charge	
— Per Query	\$0.003089

5.2. MISCELLANEOUS ACCESS SERVICES

5.2.1. PRESUBSCRIPTIONS

	<u>Non-Recurring Charge</u>
Presubscription,	
— Per Telephone Exchange Service Line or Trunk	\$5.00

5.3. MISCELLANEOUS SERVICES

	<u>Rate</u>	<u>Non-Recurring Charge</u>
<u>5.3.1. AUTOMATIC NUMBER IDENTIFICATION PER RECORD</u>	\$0.0004	\$67.50
<u>5.3.2. BNA</u>		
BNA Order Charge Per Order		\$50.94
BNA Charge Per Record		\$0.33
Magnetic Tape Charge Per Tape		\$91.44

Issued XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

Effective XXXXX

Exhibit 6

Financial Statements

FILED UNDER REQUEST FOR PROTECTIVE TREATMENT

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 7
Certificate of Service

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA FIRST-CLASS MAIL

Tanya McCloskey, Esq.
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Frontier Communications of Canton, LLC
100 CTE Drive
Dallas, PA 18612

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Frontier Communications of Oswayo River, LLC
100 CTE Drive
Dallas, PA 18612

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

North Penn Telephone Company
4145 Route 549
Mansfield, PA 16933-9621

Commonwealth Telephone Company d/b/a Fron-
tier Communications Commonwealth
Telephone Company
100 CTE Drive
Dallas, PA 18612

Windstream Pennsylvania, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212

Verizon Pennsylvania, Inc.
417 Walnut Street, 1st Floor
Harrisburg, PA 17101

Verizon North, LLC
417 Walnut Street, 1st Floor
Harrisburg, PA 17101

VIA HAND DELIVERY

David Screven
Law Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 3rd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

Gladys M. Brown, Chairman
Pennsylvania Public Utility Commission
Commonwealth Keystone Building,
3rd Floor, Room N-304
Harrisburg, PA 17105-3265

Andrew G. Place, Vice Chairman
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-305
Harrisburg, PA 17105-3265

Norman J. Kennard, Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-308
Harrisburg, PA 17105-3265

Exhibit 8

911 Coordinator List and Certified Letter

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



100 Pine Street • PO Box 1166 • Harrisburg, PA 17103-1166
Tel: 717.232.8000 • Fax: 717.237.5300

Pamela C. Polacek
Direct Dial: 717.237.5368
Direct Fax: 717.260.1736
ppolacek@mcneeslaw.com

September 27, 2018

VIA CERTIFIED LETTER

Dear Pennsylvania 911 Coordinator:

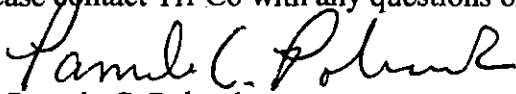
Please be advised that Tri-Co Connections, LLC ("Tri-Co"), is seeking approval of authority to offer, render, furnish, or supply telecommunications services as an Interexchange Toll Facilities-based carrier, a Switched Access Provider and a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania to include the area served by your incumbent local exchange carrier.

Tri-Co understands its responsibilities to comply with the provisions of Pennsylvania's Public Safety Emergency Telephone Act, which includes collecting and remitting the 911 contribution rates, as well as providing an access line count to the counties when requested.

For your reference, Tri-Co's contact person for these purposes is set forth below.

Craig Eccher, President
Tri-Co Connections, LLC
22 N. Main Street
Mansfield, PA 16933
Phone: 570-662-2175
Fax: 570-662-2142
ceccher@ctenterprises.org

Please contact Tri-Co with any questions or concerns. Thank you.


By Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

c: Mr. Craig Eccher

Pennsylvania 911 Coordinators – Contacted by Tri-Co Connections, LLC

Bradford County 911 Coordinator

Robert Repasky
22 Burgert Drive
Towanda, PA 18848
Phone: 570.265.9101
Fax: 570.265.2407
Email: repaskyr@bradfordco.org

Clinton County 911 Coordinator

Kevin Fanning
311 Frederick Street, Suite A
Lock Haven, PA 17745
Phone: 570.893.4090
Fax: 570.893.4047
Email: kfanning@clintoncountypa.com

McKean County 911 Coordinator

Andrew Johnston
17175 State Route 6
Smethport, PA 16749
Phone: 814.887.5070
Fax: 814.887.4910
Email: AMJohnson@mckeancountypa.org

Tioga County 911 Coordinator

David Cohick
99 William Farrell Drive
Wellsboro, PA 16901
Phone: 570.724.9110
Fax: 570.724.6819
Email: dcohick@tiogacountypa.us

Cameron County 911 Coordinator

Laura Narby
20 East 5th Street
Emporium, PA 15834
Phone: 814.486.9368
Fax: 814.486.9393
Email: camoes2@cameroncountypa.com

Lycoming County 911 Coordinator

Sandra Holdren
542 County Farm Road, Suite 101
Montoursville, PA 17754
Phone: 570.433.4461
Fax: 570.433.4220
Email: sholdren@lyco.org

Potter County 911 Coordinator

Julie Sitkowski
20 Mockingbird Lane
Coudersport, PA 16915
Phone: 814.274.8900
Fax: 814.274.8901
Email: jsitkowski@pottercountypa.net

EXHIBIT 5

LIST OF EACH EXCHANGE FOR WHICH TRI-CO IS REQUESTING ETC DESIGNATION
IN PENNSYLVANIA

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

SEP 27 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMPETITIVE LOCAL EXCHANGE CARRIER**3. SERVICE AREAS (cont'd)****3.1. LOCAL EXCHANGE SERVICE**

The Company will provide Local Exchange Service in the following exchanges where facilities and equipment are available. The local calling areas indicated below include unlimited local calling from the associated exchange.

3.1.1. LOCAL CALLING AREAS

Service Area of Incumbent Local Exchange Carrier: Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
	Local Service Areas An "*" next to exchange in Local Service Area indicates a one way EAS route; all others are two
Blossburg	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Covington	Blossburg, Covington, Liberty, Mansfield, Wellsboro*
Liberty	Blossburg, Liberty, Morris
Mansfield	Blossburg, Covington, Mansfield, Roseville (North Penn), Tioga, Wellsboro
Middlebury Center	Middlebury Center, Tioga, Wellsboro
Morris	Liberty, Morris, Wellsboro
Rome	LeRaysville, Nichols, NY (NY Tel.), Rome, Sayre* (Verizon North), Towanda, Ulster, Warren Center
Tioga	Lawrenceville, Mansfield, Middlebury Center, Tioga, Wellsboro*
Troy	Canton (Canton), Leroy (Canton), Towanda, Troy
Ulster	Rome, Sayre* (Verizon North), Towanda, Ulster
Wellsboro	Mansfield, Middlebury Center, Morris, Wellsboro

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER**3. SERVICE AREAS (cont'd)****3.1. LOCAL EXCHANGE SERVICE (cont'd)****3.1.1. LOCAL CALLING AREAS (cont'd)****Service Area of Incumbent Local Exchange Carrier: Frontier Communications of Canton, LLC**

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Canton	Canton, Leroy, Troy (Commonwealth Tel. Co.)
Leroy	Canton, Leroy, Troy (Commonwealth Tel. Co.), Towanda (Commonwealth Tel. Co.)

Service Area of Incumbent Local Exchange Carrier: Frontier Communications of Oswayo River, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Millport	Coudersport, Genesee, Millport, Shinglehouse
Shinglehouse	Coudersport, Genesee, Millport, Shinglehouse
Genesee	Coudersport, Genesee, Millport, Shinglehouse, Ulysses

Service Area of Incumbent Local Exchange Carrier: North Penn Telephone Company

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Bentley Creek	Bentley Creek
Roseville	Mansfield (Commonwealth), Roseville
Millerton	Millerton

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

COMPETITIVE LOCAL EXCHANGE CARRIER

3. SERVICE AREAS (cont'd)

3.1. LOCAL EXCHANGE SERVICE (cont'd)

3.1.1. LOCAL CALLING AREAS (cont'd)

Service Area of Incumbent Local Exchange Carrier: Verizon North LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>	<i>Dial Tone Line Cell</i>
Elkland	Knoxville, Lawrenceville (Commonwealth Tel. Co.), Westfield	4
Harrison Valley	Ulysses, Westfield	4
Knoxville	Elkland	4
Sabinsville	Westfield	4
Trout Run	Brookside, Loyalsock, Williamsport	4
Westfield	Elkland, Harrison Valley, Knoxville, Sabinsville	4

Service Area of Incumbent Local Exchange Carrier: Verizon Pennsylvania LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>	<i>Dial Tone Line Cell</i>
Austin	Austin, Coudersport	4
Coudersport	Austin, Coudersport, Roulette, Ulysses	4
Galeton	Galeton	4
Port Allegany	Eldred, Port Allegany, Roulette, Smethport	4
Renovo	Renovo	4
Roulette	Coudersport, Port Allegany, Roulette	4
Ulysses	Coudersport, Ulysses	4

Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC

<i>Originating Exchange</i>	<i>Local Calling Area</i>
Driftwood	Driftwood, Emporium
Emporium	Emporium, Driftwood
Hughesville	Hughesville, Muncy, Williamsport

Issued XXXXX

Effective XXXXX

Issued By: Craig Eccher, President
Tri-Co Connections, LLC
22 North Main Street, P.O. Box 526
Mansfield, PA 16933

EXHIBIT 6

**PUBLIC NOTICE, *WCB REMINDS CONNECT AMERICA FUND PHASE II AUCTION APPLICANTS OF THE PROCESS FOR OBTAINING A FEDERAL DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER*, WC DOCKET NOS. 09-197, 10-90, PAGE 4
(RELEASED JULY 10, 2010)**

RECEIVED

SEP 27 2018

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 18-714

Released: July 10, 2018

WCB REMINDS CONNECT AMERICA FUND PHASE II AUCTION APPLICANTS OF THE PROCESS FOR OBTAINING A FEDERAL DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER

WC Docket Nos. 09-197, 10-90

This Public Notice reminds participants in the Connect America Fund Phase II (CAF Phase II) auction (Auction 903) about the process for obtaining designation as an eligible telecommunications carrier (ETC) by the Federal Communications Commission (FCC or Commission) where a state lacks jurisdiction to do so.¹ Successful bidders must submit proof of their ETC designation in all supported areas within 180 days of the Commission's announcement of their winning bids.² In order to assist auction participants, we summarize and, where necessary, waive, the FCC's ETC designation process for winning bidders.³

FCC Jurisdiction Under Section 214(e)(6) of the Communications Act of 1934, as Amended

Congress gives primary authority for ETC designations to state commissions.⁴ The FCC has authority only when "a common carrier [is] providing telephone exchange service and exchange access

¹ Carriers subject to state jurisdiction must petition state commissions for ETC designation. 47 U.S.C. § 214(e)(2). Carriers seeking a designation relating to an auction application should not submit their petitions for ETC designation to the Commission (or the relevant state commission(s), if applicable) until after the release of the Auction Closing Public Notice. 47 CFR § 1.21002.

² *Connect America Fund et al.*, WC Docket No. 10-90 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 31 FCC Rcd 5949, 5999, para. 141 (2016) (*Phase II Auction Order*); 47 CFR § 54.315(a)(3), (b)(5); *see also* 47 U.S.C. § 254(e) (providing that "only an eligible telecommunications carrier designated under section 214(e) shall be eligible to receive specific Federal universal service support"). To meet this deadline (or qualify for waiver of this deadline), the Commission expects winning bidders to submit their petitions for ETC designation to the appropriate authority within 30 days of the Commission's announcement of their winning bids. *See Phase II Auction Order*, 31 FCC Rcd at 6002, para. 152. If a winning bidder fails to do so, it is subject to forfeiture liability for an auction default. *Connect America Fund Phase II Auction Scheduled for July 24, 2018 Notice and Filing Requirements and Other Procedures for Auction 903*, AU Docket No. 17-182, WC Docket No. 10-90, Public Notice, 33 FCC Rcd 1428, 1521-22, paras. 314-316 (2018) (*Phase II Auction Procedures Public Notice*).

³ *See* Procedures for FCC Designation of Eligible Telecommunications Carriers Pursuant to Section 214(e)(6) of the Communications Act, CC Docket No. 96-45, Public Notice, 12 FCC Rcd 22947, 22948 (1997) (delegating FCC ETC designation authority to the Common Carrier Bureau) (*Section 214(e)(6) Public Notice*); *Establishment of the Media Bureau, the Wireline Competition Bureau and the Consumer and Governmental Affairs Bureau, Reorganization of the International Bureau, and Other Organizational Changes*, Order, 17 FCC Rcd 4672 (2002) (renaming the Common Carrier Bureau, the Wireline Competition Bureau); *see also* *Federal-State Joint Board on Universal Service*, CC Docket No. 95-45, Report and Order, 20 FCC Rcd 6371 (2005) (*ETC Designation Report and Order*).

⁴ *See* 47 U.S.C. § 214(e)(2). Carriers subject to state jurisdiction should follow state rules and requirements to apply for designation.

that is not subject to the jurisdiction of a State commission.”⁵ The FCC places the burden of proof upon the petitioner seeking an FCC ETC designation to demonstrate that the FCC has jurisdiction.⁶

Non-Tribal Lands. Petitioners seeking an FCC ETC designation to serve non-Tribal lands must submit “an affirmative statement from the state commission or a court of competent jurisdiction that the carrier is not subject to the state commission’s jurisdiction.”⁷ The statement may take the form of a “duly authorized letter, comment, or order, from the relevant state regulatory commission or a court of competent jurisdiction, indicating that the state lacks authority to designate the carrier.”⁸ Carriers cannot rely on jurisdictional statements in past orders relating to different carriers or simply challenge the state commission’s jurisdiction in their petition directly.⁹ If a state law expressly articulates that it does not have jurisdiction over a relevant type of technology, Commission staff would consider such a statute relevant in its determination of Commission jurisdiction.¹⁰

Tribal Lands. Petitioners seeking an FCC ETC designation to serve Tribal lands may petition the FCC directly so long as they have not initiated an ETC designation proceeding before the relevant state commission.¹¹ The petition must accurately describe and demonstrate that the specific geographic area satisfies the definition of Tribal lands adopted for this purpose¹² and provide fact-specific support for FCC jurisdiction, including citations to relevant case law, statutes, and treaties.¹³ Generalized statements of FCC jurisdiction are insufficient and will result in dismissal of the petition.¹⁴

Service Requirements

Section 214(e)(1) of the Communications Act of 1934, as amended (Act) requires all ETCs to offer, throughout their designated service areas, all services that the Commission designates for high-cost universal service support pursuant to section 254(c) of the Act, “either using its own facilities or a combination of its own facilities and resale of another carrier’s services.”¹⁵ Carriers must also advertise the availability of such services (and the charges thereof) using media of general distribution.¹⁶

⁵ *Id.* § 214(e)(6).

⁶ See *Federal-State Joint Board on Universal Service et al.*, CC Docket No. 96-45, Twelfth Report and Order, Memorandum Opinion and Order, and Further Notice of Proposed Rulemaking, 15 FCC Rcd 12208, 12267, para. 120 (2000) (*2000 Tribal Order*).

⁷ *Phase II Auction Order*, 31 FCC Rcd at 6004, para. 154 (quoting *2000 Tribal Order*, 15 FCC Rcd at 12214, para. 7).

⁸ *2000 Tribal Order*, 15 FCC Rcd at 12264, para. 113.

⁹ See *id.*

¹⁰ *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order et al., 29 FCC Rcd 7051, 7112, para. 183 (2014).

¹¹ *2000 Tribal Order*, 15 FCC Rcd at 12268-69, para. 126.

¹² *Id.* at 12268, para. 125 (requiring petitioners seeking FCC ETC designation for service provided on Tribal lands to describe the specific geographic areas they wish to serve and to demonstrate that such areas satisfy the definition of Tribal lands); see also *id.* at 12218-19, paras. 17-18 (defining Tribal lands to include “reservation” and “near reservation,” as those terms are defined under BIA’s regulations); 25 CFR § 20.1(r), (v).

¹³ *2000 Tribal Order*, 15 FCC Rcd at 12267, para. 122; see also, e.g., *Petition of Leech Lake Telecommunications Company, LLC for Designation as an Eligible Telecommunications Carrier within Ojibwe Tribal Lands*, WC Docket No. 09-197 et. al., at 5-8 (filed Dec. 5, 2015).

¹⁴ *2000 Tribal Order*, 15 FCC Rcd at 12267, para. 122.

¹⁵ 47 U.S.C. § 214(e)(1); see also 47 CFR § 54.201(d).

¹⁶ 47 U.S.C. § 214(e)(1); see also 47 CFR § 54.201(d).

For CAF Phase II support recipients, the Commission defines supported service as qualifying voice service and conditions grant of funding on the offering of qualifying broadband services.¹⁷ As a condition of receiving support, ETCs must therefore offer voice telephony as a standalone service throughout their designated service area and must offer voice telephony services at rates that are reasonably comparable to urban rates.¹⁸ The Commission has adopted a similar reasonable comparability rate certification requirement for broadband performance obligations.¹⁹

All ETCs must offer qualifying voice service using their own facilities, at least in part.²⁰ The Commission has interpreted the term “facilities,” for purposes of section 214(e) of the Act, to mean “any physical components of the telecommunications network that are used in the transmission or routing of the services designated for support under section 254(c)(1).”²¹ As explained by the Commission, “a carrier need not offer universal service wholly over its own facilities in order to be designated an eligible carrier because the statute allows an eligible carrier to offer the supported services through a combination of its own facilities and resale.”²² Facilities are the ETC’s “own” if the ETC has exclusive right to use the facilities to provide the supported services²³ or when service is provided by any affiliate within the holding company structure.²⁴

An ETC satisfies its obligation to “offer” qualifying services by being legally responsible for dealing with customer problems, providing quality of service guarantees, and meeting universal service fund (USF)-related requirements.²⁵ Accordingly, a broadband provider may satisfy its voice obligation by

¹⁷ 47 CFR § 54.101 (including both eligible voice telephony and eligible broadband internet access as services “supported by federal universal service support mechanisms,” and characterizing the provision of eligible broadband service as a high-cost public interest obligation); *see also Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17691-94, paras. 74-89 (2012) (describing the “core functionalities of the supported services as ‘voice telephony service,’” and separately conditioning receipt of offer broadband service in their supported area) (*USF/ICC Transformation Order*).

¹⁸ *USF/ICC Transformation Order*, 26 FCC Rcd at 17693, paras. 80-81; *see also* 47 CFR § 54.101(b).

¹⁹ *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order, 29 FCC Rcd 15644, 15686-87, para. 120 (2014) (*December 2014 CAF Order*).

²⁰ 47 U.S.C. § 214(e)(1); 47 CFR § 54.101.

²¹ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 8847, para. 128 (1997).

²² *Id.* at 8870, para. 169.

²³ *Id.* at 8866, para. 160.

²⁴ *December 2014 CAF Order*, 29 FCC Rcd at 15668 n.143; *see also* 47 U.S.C. § 153(2) (defining an affiliate as “a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person”); *cf.* Rural Broadband Experiments – Frequently Asked Questions (FAQs), May 27, 2015, at <https://www.fcc.gov/general/rural-broadband-experiments> (explaining that “recipients of support in the rural broadband experiments, like all recipients of Connect America support, are free to meet their broadband public interest obligations through any affiliate within the holding company”).

²⁵ *Cf.* *Connect America Fund*, WC Docket No. 10-90, Report and Order, 28 FCC Rcd 7211, 7215, para. 9 (WCB 2013) (finding that it is not sufficient for a broadband provider to qualify as an “unsubsidized competitor” if a consumer must obtain voice service from a third party, because that broadband provider would not be offering a voice service) (*Phase II Challenge Process Order*).

offering voice service through an affiliate or by offering a managed voice solution (including VoIP) through a third-party vendor but cannot simply rely on the availability of over-the-top voice options.²⁶

Under section 54.202 of the Commission's rules, the Commission adopted additional requirements for parties seeking an FCC ETC designation.²⁷ For example, a petitioner seeking an FCC ETC designation must submit a five-year improvement plan and a certification committing to implement consumer protection and customer service standards (consumer protection certification).²⁸ The Commission adopted these requirements in 2005, in conjunction with related annual reporting obligations, to monitor carriers' use of funding.²⁹

For CAF recipients, however, the Commission adopted more specific measures to track deployment, including annual reporting of service to geocoded locations and certification of compliance with benchmark milestones.³⁰ For this reason, the Commission eliminated the five-year improvement plan requirement for price-cap and rate-of-return carriers and for recipients of funding under the rural broadband experiments.³¹ The Commission also eliminated, for all CAF recipients, the annual reporting obligations associated with both the five-year improvement plan and the consumer protection certification, after determining that such obligations were no longer essential to the Commission's ability to monitor ETC use of support for its intended purpose.³² Consistent with these decisions, we find good cause to waive, on our own motion, the requirement that winning bidders seeking an FCC ETC designation file a five-year improvement plan and demonstrate that it will satisfy applicable consumer

²⁶ See *Connect America Fund et al.*, WC Docket Nos. 10-90, 14-58, 14-259, Order on Reconsideration, 33 FCC Rcd 1380, 1387-88, para. 20 (2018) (rejecting arguments contending that "because VoIP is provided over broadband networks and over-the-top voice options are available, broadband service providers need only offer broadband as a standalone service," and requiring carriers to "offer VoIP over their broadband network on a standalone basis"); cf. *Phase II Challenge Process Order*, 28 FCC Rcd 7224, n.21 (explaining that a broadband provider would be considered to be providing voice service if it did so through an affiliated competitive local exchange company or "through a managed voice solution obtained from a third party vendor . . . , so long as the broadband provider is the entity responsible for dealing with any customer problems, and it provides quality of service guarantees to end user customers").

²⁷ 47 CFR § 54.202.

²⁸ *Id.* § 54.202(a)(1)(ii), (a)(3).

²⁹ *Id.* § 54.313(a)(1) (2015) (requiring the annual filing of a progress report); *id.* § 54.202(a)(5) (2015) (requiring the annual certification of compliance with applicable service quality standards and consumer protection rules).

³⁰ See, e.g., *Phase II Auction Order*, 31 FCC Rcd at 6010-12, paras. 172-177 (requiring recipients of Phase II competitive support to file location information and milestone certifications); *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order, Order and Order on Reconsideration, and Further Notice of Proposed Rulemaking, 31 FCC Rcd 3087, 3163-3169, paras. 209-217 (2016) (requiring rate-of-return carriers to file location information and milestone certifications) (*2016 Rate-of-Return Reform Order*); *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order, 29 FCC Rcd 15644, 15686-89, paras. 124-28 (2014) (requiring recipients of Phase II model-based support to file location information and milestone certifications); *Connect America Fund et al.*, WC Docket Nos. 10-90, 14-58, Order, 29 FCC Rcd 8769, 8795-97, paras. 76-85 (2014) (requiring rural broadband experiment participants to file location information and milestone certifications).

³¹ *2016 Rate-of-Return Reform Order*, 31 FCC at 3166, 3168, paras. 216, 220 (eliminating five-year plan and related progress reports for rate-of-return and price-cap carriers); *Connect America Fund et al.*, Report and Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 10-90, 14-58, 29 FCC Rcd 8769, 8801, 8095, para. 77 (2014) (eliminating five-year plan requirement for recipients of rural broadband experiment support); see also *Connect America Fund*, WC Docket No. 10-90, Order, 31 FCC Rcd 12086, 12101, para. 49 (2016) (eliminating five-year plan and related progress reports for Alaska Communications Systems, Inc.).

³² See *Connect America Fund et al.*, *ETCs Annual Reports and Certifications*, WC Docket Nos. 10-90, 14-58, Report and Order, 32 FCC Rcd 5944, 5944-48, paras. 3-14 (2017) (*ETC Reporting Streamlining Order*) (eliminating requirements relating to the reporting of network outages, unfulfilled service requests, complaints, and pricing and the certification of compliance with applicable service quality standards).

protection and service quality standards.³³ We do so for the same reasons the Commission eliminated them from the annual reporting requirements.³⁴

To obtain an FCC ETC designation, winning bidders must continue to meet the other requirements of section 54.202 of the Commission's rules, i.e., they must (1) certify their commitment to meeting the service and performance quality requirements applicable to their support type,³⁵ and (2) demonstrate their ability to remain functional in emergency situations.³⁶ They should also indicate, as part of their certification their commitment to satisfying additional requirements applicable to all high-cost ETCs, such as Lifeline obligations.³⁷

To demonstrate compliance with ETC requirements, winning bidders may incorporate by reference the relevant information and certifications submitted as part of their Auction 903 applications. When making their section 214(e)(1) commitment to offering supported services, carriers may rely on the information and certifications submitted in their Auction 903 long-form applications to demonstrate their ability and commitment to meeting service and performance quality requirements.

Demonstration that Designation Serves the Public Interest, Convenience, and Necessity

Section 214(e)(6) of the Act and section 54.202(b) of the Commission's rules requires the Commission to find that an ETC designation serves the public interest.³⁸ While Congress did not identify specific criteria to be used in making such a determination, the public interest benefits of a particular ETC designation must be analyzed in a manner that is consistent with the purposes of the Act itself, including the principles for the preservation and advancement of universal service.³⁹ To this end, the Commission adopted a cost-benefit test designed to assess whether designation would further universal service policies, placing the burden of proof on the petitioning carriers to demonstrate that the advantages of

³³ Generally, the Commission's rules may be waived if good cause is shown. 47 CFR § 1.3. The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest. *Ne. Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990). In addition, the Commission may consider issues of hardship, equity, or more effective implementation of overall policy on an individual basis. *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Ne. Cellular*, 897 F.2d at 1166. Waiver of the Commission's rules is appropriate only if both (i) special circumstances warrant a deviation from the general rule, and (ii) such deviation will serve the public interest. *NetworkIP, LLC v. FCC*, 548 F.3d 116, 125-128 (D.C. Cir. 2008); *Ne. Cellular*, 897 F.2d at 1166.

³⁴ See, e.g., *2016 Rate-of-Return Reform Order*, 31 FCC at 3166, 3168, para. 216 (explaining that the detailed broadband buildout obligations of rate-of-return ETCs provide a "more defined yardstick by which to measure their progress towards the universal availability of voice and broadband service in their areas," and thus, obviate the need for a five-year plan and annual updates); *ETC Reporting Streamlining Order*, 32 FCC Rcd at 4944, para. 1 (eliminating several ETC rules as either duplicative of other reporting requirements or simply no longer necessary given other methods of overseeing use of USF support).

³⁵ 47 CFR § 54.202(a)(1)(i).

³⁶ *Id.* § 54.202(a)(2) (requiring a petitioner seeking an FCC ETC designation to "[d]emonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations").

³⁷ See *id.* § 54.101(d); *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Third Report and Order, Further Report and Order, and Order on Reconsideration, 31 FCC Rcd 3962, 3974, 4074-75, paras. 35, 311-12 (2016) (requiring all high-cost recipients to meet Lifeline obligations in all areas where they deploy a network pursuant to a broadband service obligation and are commercially offering qualifying service).

³⁸ 47 U.S.C. § 214(e)(6); 47 CFR § 54.202(b).

³⁹ 47 U.S.C. § 254(b).

service, such as increased consumer choice, would outweigh the disadvantages, such as poor coverage.⁴⁰ In the Phase II auction context, however, bidders demonstrate their ability to efficiently offer service through the competitive bidding process while in their short-form and long-form applications, bidders demonstrate their ability to meet their public interest obligations.⁴¹ Through such processes, the Commission conducts the cost-benefit analysis for ETC designation.⁴² Accordingly, carriers need not provide additional specific evidence of service to the public interest in their petitions for ETC designation.

Certification of Eligibility for Benefits under the Anti-Drug Abuse Act

Petitioners must certify that neither the petitioner nor any party to the application is subject to a denial of federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, as implemented in section 1.2002 of the Commission's rules.⁴³

Post-Designation Reporting Obligations

Winning bidders that are designated as an ETC must file on a recurring basis:

- *Annual Section 54.313 Report.* On July 1st of the year following the year an ETC begins receiving support and on each subsequent July 1st thereafter, it must file an FCC Form 481.⁴⁴ Annual reports are filed with the Universal Service Administrative Company (USAC).⁴⁵ ETCs must complete the FCC Form 481 on USAC's website.⁴⁶ As part of this form, carriers must test and certify compliance with relevant performance requirements in section 54.309 of the Commission's rules.⁴⁷ The Wireline Competition Bureau (WCB), the Wireless Telecommunications Bureau (WTB), and the Office of Engineering and Technology (OET)

⁴⁰ See *ETC Designation Report and Order*, 20 FCC Rcd at 6388-89, paras. 40-42. As part of this determination, the Commission also conducted a cream-skimming analysis to ensure that potential designees could not selectively choose to serve high-density portions of a rural telephone company's study area while receiving support, under legacy identical support rules, based on the average costs of the rural telephone company in providing service throughout the study area. *Id.* at 6393-95, paras. 48-53. In the *Phase II Auction Order*, however, the Commission explained that a cream-skimming analysis in the Phase II Auction context is irrelevant since winning bidders will be the only carrier receiving support to serve a bid area and must serve areas the marketplace would not otherwise serve absent subsidy. See *Phase II Auction Order*, 31 FCC Rcd at 6008, para. 165.

⁴¹ See 47 CFR § 54.315 (requiring prospective bidders to include within their applications, among other things, certifications and evidence demonstrating that they are financial and technically qualified to meet public interest obligations).

⁴² *Id.* § 54.315.

⁴³ *Id.* § 1.2002.

⁴⁴ 47 CFR § 54.313(h)(2)(i); *Id.* § 54.313(j).

⁴⁵ *ETC Reporting Obligations Elimination Order*, 32 FCC Rcd at 5948, para. 15 (determining that the Commission "will no longer require ETCs to file duplicate copies of Form 481 with the FCC and with states, U.S. Territories, and/or Tribal governments beginning in 2018"); 47 CFR § 54.313.

⁴⁶ See Universal Service Administrative Company High Cost Forms, Form 481, <http://www.usac.org/hc/tools/forms.aspx>; Instructions for Completing FCC Form 481, <http://www.usac.org/res/documents/hc/pdf/forms/FCC-Form-481-Instructions.pdf>.

⁴⁷ 47 CFR § 54.309.

have adopted a uniform framework to measure and report on the performance of ETCs' broadband service.⁴⁸

- **Annual 54.314 Certification.** On October 1st, beginning in the year after the winning bidder begins receiving support and continuing throughout the entire support term, an ETC designated by the FCC must certify that the support received in the prior year was used, and the support that will be received in the upcoming year will be used, only for the provision, maintenance, and upgrading of facilities and services for which support is intended.⁴⁹ An ETC designated by the FCC must self-certify by filing a sworn affidavit executed by a corporate officer attesting to the relevant facts.⁵⁰ Certifications must be filed with both the FCC and USAC. ETCs may submit their certifications to USAC via its online filing system⁵¹ or by sending the appropriate certification sample letter (provided on USAC's website) via email or U.S. mail.⁵² Certifications must also be submitted to the FCC's Office of the Secretary on or before October 1st. The submission should clearly reference WC Docket No. 14–58, *ETC Annual Reports and Certifications*.
- **Annual Reporting of Location Information.** On or before the last business day of the second calendar month following the one-year anniversary of support authorization, and by the same day in subsequent years until all build-out requirements are satisfied, winning bidders must file with USAC through the High-Cost Universal Broadband (HUBB) portal location information, including geocoded data, for each qualifying location to which they are offering the requisite service and identify the kind of technology used to bring such service.⁵³ In the first year, bidders must submit all locations where the requisite service is being provided, and in subsequent years, all locations to which they are newly offering service.⁵⁴ The Commission has consistently encouraged carriers subject to defined deployment obligations and HUBB reporting obligations to report location data on a rolling basis and has adopted a best practice of filing this information within 30 days after the initial offering of service.⁵⁵
- **Milestone Certifications.** By the last business day of the second calendar month following each relevant service milestone, an ETC must file a certification that they have met their

⁴⁸ *Performance Measures for Connect America High-Cost Universal Service Support Recipients*, WC Docket No. 10-90, Order, DA 18-710 (WCB/WTB/OET rel. July 6, 2018); see also *Connect America Fund et al.*, Order on Reconsideration, 33 FCC Rcd 1380, 1387, para. 16 (2018) (*Phase II Auction Reconsideration Order*) (establishing general guidelines for the adoption of a performance methodology); *USF/ICC Transformation Order*, 26 FCC Rcd at 17708, para. 112; 47 CFR § 54.313(a)(6).

⁴⁹ 47 CFR § 54.314. The affidavit becomes part of the public record. See *id.*

⁵⁰ 47 CFR § 54.314(b), (c)(2). Relevant state authorities submit certifications on behalf of the ETCs they designate. *Id.* § 54.314(a).

⁵¹ See Universal Service Administrative Company Online Filing User Guide for Section 54.314 Self-Use Certification, <http://www.usac.org/res/documents/hc/pdf/forms/Self-Certifiers-User-Guide.pdf>.

⁵² See Universal Service Administrative Company Self-Use Certification Sample Letter, <http://www.usac.org/res/documents/hc/pdf/samples/sample-self-use-cert-letter.pdf>.

⁵³ 47 CFR § 54.316(a)(4).

⁵⁴ *Phase II Auction Order*, 31 FCC Rcd at 6010-11, para.173.

⁵⁵ See *id.* at 6011, para. 173; *Connect America Fund et al.*, WC Docket No. 10-90 et al., Report and Order et al., 31 FCC Rcd 3087, 3164, 3167, paras. 211, 218 (2016); see generally *Wireline Competition Bureau Provides Guidance to Carriers Receiving Connect America Fund Support Regarding Their Broadband Location Reporting Obligations*, WC Docket No. 10-90, Public Notice, 31 FCC Rcd 12900, 12910 (2016) (*HUBB Public Notice*); Universal Service Administrative Company, Filing Geolocated Broadband Deployment Data, <https://usac.org/hc/tools/hubb.aspx>.

interim service milestone and are meeting the requisite public interest obligations.⁵⁶ If an ETC is unable to meet an interim build-out milestone, it must notify the Commission, USAC, and the relevant state, U.S. Territory, or Tribal government as appropriate, no later than ten business days after the applicable deadline.⁵⁷ If the ETC is unable to meet the required deployment obligations due to circumstances beyond its control, it may also seek waiver of the service milestones.⁵⁸ The Commission has repeatedly warned Phase II support recipients, however, that it does not expect to routinely grant such waiver requests, emphasizing the difficulty of demonstrating good cause under circumstances where carriers fail to plan for some contingencies that would otherwise prevent compliance with defined deployment obligations.⁵⁹

All post-designation ETC-related filings must be submitted in good faith and, include a certification that, to the best of the ETC's knowledge and belief, the information is complete and accurate.⁶⁰ In addition, ETCs have an on-going duty to correct or amend information if they have reason to believe, either through their own investigation or upon notice from USAC, that the data is inaccurate, incomplete, or contains data errors or anomalies.⁶¹ The failure to timely file information may result in penalties in the form of a reduction in support.⁶²

⁵⁶ 47 CFR § 54.314(b)(4) (requiring a “certification that by the end of the prior support year, it was offering broadband meeting the requisite public interest obligations specific in § 54.309 to the required percentage of its supported locations in each state as set forth in § 54.310(c)”; *id.* § 54.310(c) (“Recipients of Connect America Phase II awarded through a competitive bidding process must complete deployment to 40 percent of supported locations by the end of the third year, to 60 percent of supported locations by the end of the fourth year, to 80 percent of supported locations by the end of the fifth year, and to 100 percent of supported locations by the end of the sixth year.”)).

⁵⁷ 47 CFR § 54.320(d).

⁵⁸ *December 2014 CAF Order*, 29 FCC Rcd at 15700, para. 154.

⁵⁹ *See Phase II Auction Reconsideration Order*, 33 FCC Rcd at 1394, para. 33, n.88 (2018) (explaining that “it would be difficult for a recipient to meet its burden of demonstrating good cause to grant a waiver of the deployment obligations if it did not plan to build to 100 percent of funded locations at the outset of its support term”); *id.* (explaining that “the Commission has cautioned that it does not expect such waiver requests will be granted routinely, and a failure to plan for some contingencies would make it difficult to establish that there is good cause to warrant waiver”) (citing *December 2014 CAF Order*, 29 FCC Rcd at 15660, para. 40, n.93).

⁶⁰ *See, e.g.*, FCC Form 481 Officer Certification (requiring an officer of a petitioning entity to certify that he/she is “an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate”); *see also* 47 CFR § 1.17(a)(2) (stating that no person may provide, in any written statement of fact “material factual information that is incorrect or omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading”).

⁶¹ *See Wireline Competition Bureau Provides Guidance to Carriers Receiving Connect America Fund Support Regarding Their Broadband Location Reporting Obligations*, Public Notice, 31 FCC Rcd 12900, 12910 (2016) (*HUBB Public Notice*).

⁶² 47 CFR § 54.313(j); *Id.* § 54.314.

Document Retention and Compliance Audits. Under section 54.320 of the Commission's rules, recipients of high-cost support must retain, for at least ten years, all records necessary to demonstrate to auditors that the support received was consistent with universal service high-cost program rules and to make these documents available upon request to the FCC (and any of its bureaus or offices) and to USAC, and to their respective auditors.⁶³ In addition, all ETCs that receive high-cost support are subject to random compliance audits and other investigations to ensure compliance with program rules and orders, including verification of actual deployment to reported locations.⁶⁴

Consequences for Non-Compliance. A Phase II Auction support recipient authorized to receive Phase II support is subject to non-compliance measures once it becomes a support recipient if it fails or is unable to meet its minimum coverage requirement, other service requirements, or fails to fulfill any other term or condition of Phase II support.⁶⁵ These measures scale with the extent of non-compliance, and include additional reporting, withholding of support, and support recovery.⁶⁶ A defaulting support recipient may also be subject to sanctions, including, but not limited to, potential revocation of ETC designations and suspension or debarment.⁶⁷ Additionally, a support recipient will be subject to any non-compliance measures adopted in conjunction with the methodology for measuring and reporting speed and latency performance to fixed locations.⁶⁸

Discontinuance of Service and/or Relinquishment of Support. It is a violation of FCC rules to receive USF support if that support is not used to provide, maintain, and upgrade voice and/or broadband facilities and services in eligible areas or if the recipient is no longer offering supported services. A carrier that cannot appropriately use USF support must relinquish its ETC designation pursuant to section 214(a) of the Act and section 54.205 of the Commission's rules.⁶⁹ The ETC must file a notice of relinquishment in WC Docket No. 09-197, Telecommunications Carriers Eligible for Universal Service Support, using the Commission's Electronic Comment Filing System (ECFS). WCB will release an order approving the relinquishment if the relinquishing ETC demonstrates that the affected area will continue to be served by at least one ETC.⁷⁰ The ETC must then send a copy of its relinquishment notice and a copy of the relinquishment order (within one week of its release) to USAC at hcorders@usac.org. A carrier that intends to discontinue service must first seek authorization to discontinue service under section 63.71 of the Commission's rules.⁷¹

Section 1.21002 Applicable to ETC Designation Petitions

⁶³ 47 CFR § 54.320(b).

⁶⁴ *Id.* § 54.320(a); *USF/ICC Transformation Order*, 26 FCC Rcd at 17864, para. 621.

⁶⁵ 47 CFR §§ 54.315(c)(4), 54.320.

⁶⁶ *Id.* §§ 54.315(c)(4), 54.320; *Phase II Auction Order*, 31 FCC Rcd at 6016-18, paras. 189-94; *December 2014 CAF Order*, 29 FCC Rcd at 15694-701, paras. 142-57.

⁶⁷ 47 CFR § 54.320; *Phase II Auction Order*, 31 FCC Rcd at 6018, para. 194; *ETC Designation Report and Order*, 20 FCC Rcd at 6402, para. 72 ("If a review of the data submitted by an ETC indicates that the ETC is no longer in compliance with the Commission's criteria for ETC designation, the Commission may suspend support disbursements to that carrier or revoke the carrier's designation as an ETC. Likewise, as the Joint Board noted, state commissions possess the authority to rescind ETC designations for failure of an ETC to comply with the requirements of section 214(e) of the Act or any other conditions imposed by the state.").

⁶⁸ *Phase II Auction Order*, 31 FCC Rcd at 6018, para. 194.

⁶⁹ 47 U.S.C. § 214(a); 47 CFR § 54.205.

⁷⁰ 47 U.S.C. § 214(e)(4).

⁷¹ 47 CFR § 63.71.

Upon receipt of a petition filed pursuant to section 214(e)(6), the Commission routinely issues a public notice establishing a pleading cycle.⁷² Under section 1.21002 of the Commission's rules, after an application to participate in an auction for Universal Service Fund support is filed, applicants are prohibited from engaging in certain communications about their bids or bidding strategies, either directly or indirectly, with other applicants.⁷³ Such prohibition applies until the long-form application deadline, which will fall on the 10th day after the release of the public notice announcing the close of the auction (unless otherwise provided by public notice).⁷⁴ Petitions for ETC designation that contain information about bid areas could constitute a prohibited communication, if disclosed prior to the Commission announcing winning bids in the Auction Closing Public Notice. Consequently, to avoid violating the prohibited communications rule, petitioners seeking a designation in connection with an auction application should not submit their petitions for ETC designation to the Commission (or the relevant state commission(s), if applicable) until after the release of the Auction Closing Public Notice.

ETC Petition Filing Requirements

Petitions for ETC Designation and Related Pleadings. All ETC petitions filed with the Commission must reference "Petition for Designation as an Eligible Telecommunications Carrier Pursuant to section 214(e)(6) of the Act, **WC Docket No. 09-197.**" Comments and reply comments must reference the same information as well as the DA number assigned to the public notice establishing a pleading cycle for the petition, as described below. If a petitioner is seeking designation to serve Tribal lands, it must provide copies of its petition to the appropriate state commission⁷⁵ and to the affected tribal government and tribal regulatory authority, as applicable,⁷⁶ when it files its petition for ETC designation with the Commission.

Pleading Cycle. Upon receipt of an ETC petition, the Commission will issue a public notice establishing a pleading cycle.⁷⁷ If the ETC designation petition involves Tribal lands, the Commission shall send copies of this public notice to the state commission by overnight mail and to the affected tribal government and tribal regulatory authority, as applicable, by the most expeditious means available.⁷⁸ The Commission encourages any statements and analyses from the appropriate tribal authority addressing the jurisdictional question or the merits of the designation request.⁷⁹

Requests for Confidential Treatment. To the extent that a petitioner seeks confidential treatment of any information included in its petition, it must file a separate request for confidentiality pursuant to section 0.457 and 0.459 of the Commission's rules, along with redacted copies.⁸⁰

FCC Electronic Filings. Petitions and related filings may be filed using ECFS at <http://fjallfoss.fcc.gov/ecfs2/>.⁸¹ Filers must transmit one electronic copy of the comments for each docket number referenced in the caption. In completing the transmittal screen, filers should include their full name, U.S. Postal Service mailing address, and the applicable docket numbers.

⁷² Section 214(e)(6) Public Notice, 12 FCC Rcd at 22950.

⁷³ 47 CFR § 1.21002.

⁷⁴ See *Connect America Fund Phase II Auction Scheduled for July 24, 2018 Notice and Filing Requirements and Other Procedures for Auction 903*, Public Notice, 33 FCC Rcd 1428, 1477, para. 134 (2018).

⁷⁵ *2000 Tribal Order*, 15 FCC Rcd at 12266-67, para. 120.

⁷⁶ 47 CFR § 54.202(c).

⁷⁷ Section 214(e)(6) Public Notice, 12 FCC Rcd at 22948.

⁷⁸ See *2000 Tribal Order*, 15 FCC Rcd at 12267, para. 120; 47 CFR § 54.202(c).

⁷⁹ *2000 Tribal Order*, 15 FCC Rcd at 12267, para. 120.

⁸⁰ 47 CFR §§ 0.457, 0.459.

⁸¹ See *Electronic Filing of Documents in Rulemaking Proceedings*, GC Docket No. 97-113, Report and Order, 13 FCC Rcd 11322 (1998).

Paper Filings. Parties who choose to file by paper must file an original and one copy of each filing. If more than one docket or rulemaking number appears in the caption of this proceeding, filers must submit two additional copies for each additional docket or rulemaking number. Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings submitted to the FCC must be addressed to the Commission's Secretary, Marlene H. Dortch, Office of the Secretary, Federal Communications Commission.

- *Hand or Messenger Delivery.* All hand-delivered or messenger-delivered paper filings for the Commission's Secretary must be delivered to FCC Headquarters at 445 12th Street, S.W., Room TW-A325, Washington, D.C. 20554. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. The filing hours are 8:00 a.m. to 7:00 p.m.
- *Commercial Overnight Mail.* Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9050 Junction Drive, Annapolis Junction, MD 20701.
- *U.S. Postal Service First-Class, Express, and Priority Mail.* U.S. Postal Service mail must be addressed to 445 12th Street, S.W., Washington D.C. 20554.
- *Additional Copies.* One copy of each paper filing must be sent to the Commission's duplicating contractor, Best Copy and Printing, Inc., 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, www.bcpweb.com; phone: (202) 488-5300 fax: (202) 488-5563.

Permit but Disclose Ex Parte Communications. For the purposes of the Commission's *ex parte* rules, each petition submitted pursuant to section 214(e)(6) will be treated as initiating a permit-but-disclose proceeding under the Commission's rules.⁸² Persons making *ex parte* presentations must file a copy of any written presentation or a memorandum summarizing any oral presentation within two business days after the presentation (unless a different deadline applicable to the Sunshine period applies).⁸³ Persons making oral *ex parte* presentations are reminded that memoranda summarizing the presentation must (1) list all persons attending or otherwise participating in the meeting at which the *ex parte* presentation was made, and (2) summarize all data presented and arguments made during the presentation.⁸⁴ If the presentation consisted in whole or in part of the presentation of data or arguments already reflected in the presenter's written comments, memoranda or other filings in the proceeding, the presenter may provide citations to such data or arguments in his or her prior comments, memoranda, or other filings (specifying the relevant page and/or paragraph numbers where such data or arguments can be found) in lieu of summarizing them in the memorandum.⁸⁵ Documents shown or given to Commission staff during *ex parte* meetings are deemed to be written *ex parte* presentations and must be filed consistent with rule 1.1206(b).⁸⁶ In proceedings governed by rule 1.49(f) or for which the Commission has made available a method of electronic filing, written *ex parte* presentations and memoranda summarizing oral *ex parte* presentations, and all attachments thereto, must be filed through the electronic comment filing system available for that proceeding, and must be filed in their native format (e.g., .doc, .xml, .ppt, searchable.pdf).⁸⁷ Participants in this proceeding should familiarize themselves with the Commission's *ex parte* rules.

⁸² See 47 CFR § 1.1206.

⁸³ *Id.* § 1.2016(b)(2)(iii).

⁸⁴ *Id.* § 1.206(b)(1).

⁸⁵ *Id.*

⁸⁶ *Id.* § 1.1206(b)(2).

⁸⁷ *Id.* § 1.1206(b)(2)(i); see also *id.* § 1.49(f).

Public Inspection. Filings are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 488-5563, or via e-mail www.bcpweb.com. The documents may also be viewed in and downloaded from ECFS.

People with Disabilities: To request materials in accessible formats (Braille, large print, electronic files, audio format) for people with disabilities, send an e-mail to fcc504@fcc.gov or call the Consumer and Governmental Affairs Bureau at (202) 418-0530 or (202) 418-0432 (TTY).

For further information, please contact the Nissa Laughner at (202) 418-1358 or Nissa.Laughner@fcc.gov, or Alexander Minard at (202) 418-0428 or Alexander.Minard@fcc.gov, both of the Wireline Competition Bureau, Telecommunications Access Policy Division.

– FCC –

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA FIRST-CLASS MAIL

Tanya McCloskey, Esq.
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Frontier Communications of Canton, LLC
100 CTE Drive
Dallas, PA 18612

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Frontier Communications of Oswayo River, LLC
100 CTE Drive
Dallas, PA 18612

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

North Penn Telephone Company
4145 Route 549
Mansfield, PA 16933-9621

Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company
100 CTE Drive
Dallas, PA 18612

Windstream Pennsylvania, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212

Verizon Pennsylvania, Inc.
417 Walnut Street, 1st Floor
Harrisburg, PA 17101

Verizon North, LLC
417 Walnut Street, 1st Floor
Harrisburg, PA 17101

RECEIVED
2010 SEP 27 PM 4:04
PA PUC
SECRETARY'S BUREAU
FRONT DESK

VIA HAND DELIVERY

David Screven
Law Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 3rd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

Gladys M. Brown, Chairman
Pennsylvania Public Utility Commission
Commonwealth Keystone Building,
3rd Floor, Room N-304
Harrisburg, PA 17105-3265

Andrew G. Place, Vice Chairman
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-305
Harrisburg, PA 17105-3265

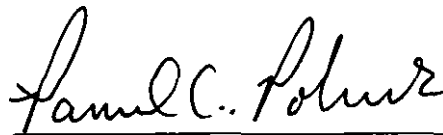
Norman J. Kennard, Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-308
Harrisburg, PA 17105-3265

David W. Sweet, Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building,
3rd Floor, Room N-307
Harrisburg, PA 17105-3265

John F. Coleman, Jr., Commissioner
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
3rd Floor, Room N-306
Harrisburg, PA 17105-3265

VIA E-MAIL

Barrett C. Sheridan
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
BSheridan@paoca.org



Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

Dated this 27th day of September, 2018, in Harrisburg, Pennsylvania.

RECEIVED
2018 SEP 27 PM 4:04
PA PUC
SECRETARY'S BUREAU
FRONT DESK