



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

Kenneth R. Stark
Direct Dial: 717.237.5368
Direct Fax: 717.260.1736
kstark@mcneeslaw.com

May 18, 2021

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

VIA ELECTRONIC FILING

**Re: Petition of Tri-Co Connections, LLC, for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Pennsylvania
Docket No. P-2018-3005127**

Dear Secretary Chiavetta:

Attached for filing with the Pennsylvania Public Utility Commission (“Commission”) are Tri-Co Connections, LLC’s (“Tri-Co”) Responses to the Second Set of Data Requests of Commission staff that were issued on May 11, 2021 in the above-referenced proceeding.

As shown by the attached Certificate of Service and per the Commission’s March 20, 2020, Emergency Order, all parties to this proceeding are being duly served via email only due to the current COVID-19 pandemic. We are also filing these documents electronically. Upon lifting of the aforementioned Emergency Order, we can provide parties with a hard copy of this pleading upon request.

If you have any questions, please feel free to contact the undersigned. Thank you.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 
Kenneth R. Stark

Counsel to Tri-Co Connections, LLC

Enclosures

c: Certificate of Service
Tiffany Tran, PUC, Law Bureau (via Email)
Theresa Mingarell, PUC, Bureau of Consumer Services (via Email)

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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
555 Walnut Street
1st Floor, Forum Place
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

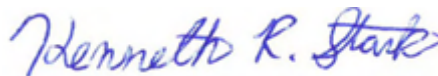
Windstream Pennsylvania, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212

Verizon Pennsylvania, Inc.
210 Pine Street, Apt. 1
Harrisburg, PA 17101

Verizon North, LLC
210 Pine Street, Apt. 1
Harrisburg, PA 17101

VIA E-MAIL

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



Kenneth R. Stark

Counsel to Tri-Co Connections, LLC

Dated this 18th day of May, 2021, in Harrisburg, Pennsylvania.

Bureau of Consumer Services – Data Requests
Tri-Co Connections, LLC (Co-op Connections Consortium) - P-2018-3005127
Petition to Amend for Designation as an Eligible Telecommunications Carrier
(ETC)

Under [52 Pa. Code § 69.2501](#) and [PA Title 66 Chapter30](#)

1. In order to retain a record, how does Tri-Co Connections obtain affirmative acknowledgement that each subscriber understands the circumstances under that E911 service may be limited or unavailable?

54 §9.11(b)(5)(ii)

Response:

Acknowledgement for New Subscribers

Tri-Co Connections, LLC (“Tri-Co) requires each customer to sign an Order Form through DocuSign. The Order Form indicates that the customer is agreeing to the Terms and Conditions of Service, which are provided to the customer at the same time as the Order Form. The second paragraph of the Terms and Conditions of Service states:

WHEN YOU ENROLL IN, USE OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICING, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE RELATED TO 911/E911 SERVICES AND SERVICE INTERRUPTIONS.

The Terms and Conditions of Services contains a more detailed section discussing the 911/E911 limitations as follows:

LIMITATIONS OF 911/E911

a. The Services include 911/Enhanced 911 function ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. CAREFULLY READ THE INFORMATION BELOW AND IN TRI-CO CONNECTIONS' TARIFF REGARDING 911/E911. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT TRI-CO CONNECTIONS.

b. In order for 911/E911 calls to be properly directed to emergency services, TRI-CO CONNECTIONS must have Customer's correct service address. If Customer moves the Services to a different address without TRI-CO CONNECTIONS's approval, 911/E911 calls may be directed to the wrong

address, and/or the Services (including 911/E911) may fail altogether. Therefore, Customer must call TRI-CO CONNECTIONS before moving the Services to a new address. TRI-CO CONNECTIONS will need several business days to update the service address in the E911 system to enable 911/E911 calls to be properly directed. All changes in service address require TRI-CO CONNECTIONS's prior approval.

c. The Services use the electrical power in Customer's home. If there is an electrical power outage, 911 calling may be interrupted if the optional battery backup in the associated ONT is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not complete if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

d. **LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER TRI-CO CONNECTIONS NOR TRI-CO CONNECTIONS'S SERVICE VENDOR (MOMENTUM TELECOM, INC. ("MOMENTUM")) WILL BE LIABLE FOR ANY SERVICE OUTAGE THAT DISRUPTS 911 AVAILABILITY, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TRI-CO CONNECTIONS AND TRI-CO CONNECTIONS'S SERVICE VENDOR, AND THEIR ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.

Annual Reconfirmation

Tri-Co has been providing service for less than one year. As a result, Tri-Co has not needed to obtain the customers' annual reconfirmation of the 911 limitations. Tri-Co has not finalized how it will address the annual reconfirmation. Tri-Co will explore whether the FCC would permit it to include the 911 language on the customer's invoice with a statement that paying the invoice constitutes acknowledgment of the 911 limitations. If this is not sufficient under the FCC's regulations, Tri-Co will develop an alternative method.

Verification

I, Pamela Polacek, Chief Legal & Regulatory Officer of C&T Enterprises, Inc., 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).

5/18/21

Date

Pamela C. Polacek

Signature

Pamela Polacek

Printed name