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February 4, 2019

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 To Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania as a Competitive Local Exchange Carrier;  
Docket No. A-2018-3005309**

Dear Secretary Chiavetta:

Attached for filing with the Pennsylvania Public Utility Commission are the following documents on behalf of Tri-Co Connections, LLC ("Tri-Co"):

- Attachment A: Tariff No. 1, Competitive Local Exchange Tariff; and
- Attachment B: Tariff No. 2, Switched Access Services Tariff.

Tri-Co is submitting these documents in compliance with the Commission's Order entered on December 6, 2018, at Docket No. A-2018-3005309. Consistent with Ordering Paragraph No. 3, Tri-Co is filing the compliance tariffs on one day's notice, with issued and effective dates of February 4, 2019, and February 5, 2019, respectively. Additionally, in accordance with Appendix A attached to the December 6, 2018, Order, Tri-Co is also submitting a copy of Appendix A designating the pages of the compliance tariffs where the required revisions are located. Please see Attachment C.

If you have any questions regarding this filing, please contact the undersigned. Thank you.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By   
Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

PCP/leh  
Enclosures

c: Certificate of Service  
Mr. Bryan Mahla, Bureau of Technical Utility Services (via E-Mail)

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**ATTACHMENT A**

Tariff No. 1, Competitive Local Exchange Tariff

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**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 February 4, 2019

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

Effective February 5, 2019

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**LIST OF MODIFICATIONS**

Issued February 4, 2019

Issued By: Craig Eccher, President  
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22 North Main Street, P.O. Box 526  
Mansfield, PA 16933

Effective February 5, 2019

**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.

<b>Sheet No.</b>	<b>Revision No.</b>	<b>Sheet No.</b>	<b>Revision No.</b>
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original	47	Original
21	Original	48	Original
22	Original	49	Original
23	Original	50	Original
24	Original	51	Original
25	Original	52	Original
26	Original	53	Original
27	Original	54	Original

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

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**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

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Tri-Co Connections, LLC  
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**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.

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## 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.

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**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 as specified in Section 4.5.3. 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).

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**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.

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## **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.

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**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.

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**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 or gross negligence 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.

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## 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 may not be 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. In the event Company installs and configures the Services to operate with Customer's home security, dedicated alarm or emergency services (including medical monitoring), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with Company's facilities. Further, the facilities may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, dial-up modems, rotary dial phone handsets, pulse dial phone handsets, private branch exchange (PBX) equipment, answering machines, Caller ID units, and casual (dial around) calling. Customer's sole remedy for interference, disruption or incompatibility between the Company facilities and any other service, systems or equipment shall be to terminate Company's service.
- I. The Company's facilities do not have an independent power source. Customers agrees to keep the ONT plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or Company's network are not working, Customer's services, including the ability to access 911, will not be available. The ONT includes a battery backup designed to power the system for up to eight (8) hours when fully charged. Customer understands and acknowledges that the performance of the battery backup is not guaranteed.

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**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.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.2. 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.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**2. GENERAL REGULATIONS (cont'd)**

**2.2. LIABILITY OF THE COMPANY (cont'd)**

**2.2.3. 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.

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## 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  
400 North Street  
Harrisburg, Pennsylvania 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. Interest on deposits shall be paid annually at a rate of 6.0% or, at the option of the Company or Customer, shall be applied to the Customer's bill. Deposits are to be returned to the depositor when the depositor pays undisputed bills for service over a period of twelve (12) consecutive months.

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 Customers. Late payments for residential Customers shall be addressed pursuant to 52 Pa. Code § 64.12 and will not be assessed where the date of the postmark is on or before the due date. The due date for payments shall be at least 20 days from the date the bill is mailed to the Customer. 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.

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## 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.

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## 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.

## 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.

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## 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.

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**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

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**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**

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>	<b><i>Dial Tone Line Cell</i></b>
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**

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>	<b><i>Dial Tone Line Cell</i></b>
<b>Austin</b>	Austin, Coudersport	4
<b>Coudersport</b>	Austin, Coudersport, Roulette, Ulysses	4
<b>Galeton</b>	Galeton	4
<b>Port Allegany</b>	Eldred, Port Allegany, Roulette, Smethport	4
<b>Renovo</b>	Renovo	4
<b>Roulette</b>	Coudersport, Port Allegany, Roulette	4
<b>Ulysses</b>	Coudersport, Ulysses	4

**Service Area of Incumbent Local Exchange Carrier: Windstream Pennsylvania, LLC**

<b><i>Originating Exchange</i></b>	<b><i>Local Calling Area</i></b>
Driftwood	Driftwood, Emporium
Emporium	Emporium, Driftwood
Hughesville	Hughesville, Muncy, Williamsport

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## **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.

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**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.

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**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

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**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.
- L. **CALLER ID BLOCKING** – A calling party may block the passage of his/her telephone number, associated main listed name and voice back of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (\*69) Service. Customers have two blocking options as follows:

Per-Call Blocking – To activate Per-Call Blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-Call Blocking is available to all Customers in the Company's service territory; or

Per-Line Blocking – Per-Line Blocking must be added to a Customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a Customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a Customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking Customer will be provided with a separate code to deactivate blocking, which is different from the Per-Call Blocking code. Where this separate code is not available, the code for Per-Call Blocking and code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all Customers in the Company's service territory. Per-Line Blocking is provided without charge, except as discussed below.

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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)**

Per-Line Blocking will be available to all customers, free of charge, in the Company's service area and can only be added or removed from a Customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same Customer and telephone number at the same address may be charged the applicable non-recurring charge(s). The non-recurring charge will be waived for Customers of the Company who are victims of domestic violence, the staff of domestic violence programs and agencies and emergency services personnel, while performing their jobs.

Customers who use either Per-Call Blocking or Per-Line Blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection (ACR) feature of Caller ID services. If a Customer using blocking calls a Caller ID subscriber who has activated ACR, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated ACR: (1) place the call through an operator; (2) place the call on the Company's network using the Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's Customers who are victims of domestic violence, the staff of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the ACR announcement will not be rated as completed calls.

Caller ID Blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID Blocking currently will not work for callers who place calls to 8xx, 900 and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

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**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.

**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.

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**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	\$12.99/month
Business Dial Tone Service	\$36.99/month
Residential Dial Tone Install	\$60.00/line
Business Dial Tone Install	\$120.00/line

**Residential Local Calling Plan Monthly Fees**

Flat Unlimited Local	\$9.00/month
Flat Regional	\$26.00/month

**Business Local Calling Plan Monthly Fees**

Flat Unlimited Local	\$20.00/month
Flat Regional	\$35.00/month

**Customer Calling Subscriptions**

	<u>Recurring Monthly</u>	<u>Non-Recurring Install</u>
Call Waiting (Residential)	\$6.00	\$5.00
Call Waiting (Business)	\$9.00	\$5.00
Call Forwarding (Residential)	\$5.00	\$5.00
Call Forwarding (Business)	\$10.00	\$5.00
Three Way Calling (Residential)	\$6.00	\$5.00
Three Way Calling (Business)	\$9.00	\$5.00
Remote Call Forwarding	\$14.00	\$75.00
Call Forwarding Busy Line	\$3.00	\$5.00
Call Forwarding Don't Answer	\$3.00	\$5.00
Call Forwarding Busy and Don't Answer	\$5.00	\$5.00
Do Not Disturb	\$5.10	\$5.00
Caller ID	\$7.60	\$10.00
Add 900/976, Collect or Toll Blocking	\$0.00	\$0.00
Remove 900/976, Collect or Toll Blocking	\$0.00	\$0.00
Return Call	\$6.50	\$5.00
Return Call (Business)	\$7.00	\$5.00

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**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 Regional Calling, and these features: Call Waiting Call Forwarding Three Way Calling Caller ID Repeat Dial Return Call Call Block	\$39.95/month

<u>Business 1-Rate</u> – includes Dial Tone, Unlimited Local Calling and Regional Toll Calling	\$69.95/month
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\*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.

**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	\$26.00/occurrence
Telephone Number Change Charge	\$26.00/occurrence
Record Service Change Charge	\$26.00/occurrence
Preferred Telephone Number Service	\$26.00/occurrence
Customer Change to Unworked Service Order	\$10.00/occurrence
Change of Responsible Party	\$26.00/occurrence
Non-Published Telephone Number	\$5.00/month
Directory Assistance	\$1.50/call
Directory Assistance Thirty Calls per month as an add-on to any Residential Plan	\$7.50/month
Return Call (unless subscription purchased)	\$1.00/call
Call Trace	\$4.00/call
Voice Mail	\$7.00/month
Unreturned Equipment Fee	\$275.00

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

Conversion to or from a 1-Rate Plan	\$19.95
Change Between 1-Rate Plan Levels	\$19.95

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**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.

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## 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.

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## 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 of \$1.65 per line per month from its Customers on behalf of the counties in its operating area to support the 9-1-1 system. 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*.

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**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.

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**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.

	<b><u>RATE</u></b>
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

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## 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.

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## 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

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**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 eligible programs; 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.

- \* Supplemental Security Income (SSI)
- \* Medicaid
- \* Supplemental Nutrition Assistance Program (SNAP) (fka Food Stamps)
- \* Federal Public Housing
- \* Veterans Pension or Survivors Benefit Programs
- \* Tribal-Specific Programs

The Company will confirm the Lifeline Customer's eligibility in accordance with the procedures and requirements established by the Universal Service Administrative Co. and the FCC.

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**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 programs in 2 (c) above or otherwise low-income eligible, the Customer will be notified (by 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.

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**COMPETITIVE LOCAL EXCHANGE CARRIER**

**6. LIFELINE 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).

**ATTACHMENT B**

Tariff No. 2, Switched Access Services Tariff

**RECEIVED**

FEB - 4 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**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 February 4, 2019

Issued By: Craig Eccher, President  
Tri-Co Connections, LLC  
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Mansfield, PA 16933

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**SWITCHED ACCESS SERVICES**

**LIST OF MODIFICATIONS**

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**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.

<b>Sheet No.</b>	<b>Revision No.</b>	<b>Sheet No.</b>	<b>Revision No.</b>
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
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**SWITCHED ACCESS SERVICES**

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## 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

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## 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.

## 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.

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## **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.

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## 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.

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**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 may not be 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. In the event Company installs and configures the Services to operate with Customer's home security, dedicated alarm or emergency services (including medical monitoring), Customer acknowledges that it must contact the provider of the monitoring services in order to test the compatibility with Company's facilities. Further, the facilities may not be compatible with certain voice and non-voice communications equipment, including certain fax machines, dial-up modems, rotary dial phone handsets, pulse dial phone handsets, private branch exchange (PBX) equipment, answering machines, Caller ID units, and casual (dial around) calling. Customer's sole remedy for interference, disruption or incompatibility between the Company facilities and any other service, systems or equipment shall be to terminate Company's service.*
- I. The Company's facilities do not have an independent power source. Customers agrees to keep the ONT plugged into a working electrical power outlet at all times. Under certain circumstances, including if the electrical power and/or Company's network are not working, Customer's services, including the ability to access 911, will not be available. The ONT includes a battery backup designed to power the system for up to eight (8) hours when fully charged. Customer understands and acknowledges that the performance of the battery backup is not guaranteed.

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## 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.

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## **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.

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## **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.

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## 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.

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**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.

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## 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.

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## **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 18<sup>th</sup> 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.

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## 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.

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## **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.

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**SWITCHED ACCESS SERVICES****2. REGULATIONS (cont'd)****2.5. CUSTOMER DEPOSITS AND ADVANCE PAYMENTS****2.5.1. 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.

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## 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.

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## 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  
400 North Street  
Harrisburg, Pennsylvania 17120  
1-800-692-7380

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## 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).

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## 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.

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**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.

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**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.

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## **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.

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## **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;

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## **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.

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**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.

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## **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.

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**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.

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## **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.

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**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.

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## 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.

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## 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

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## 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.

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**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.

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**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.

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## 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.

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**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.

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## 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.

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**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.

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## 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.

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**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.

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## 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.

**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.

## 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.

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## **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 February 4, 2019

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

Effective February 5, 2019

## 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.

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## 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.

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**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.

## 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.

**SWITCHED ACCESS SERVICES****5. RATES****5.1. ACCESS RATES****5.1.1. SERVICE ORDERS**

A. Service Implementation		<u>Non-Recurring Charge per Line or Trunk</u>
1. Installation Charge		
— Per Trunk or Out of Band Signaling Connection		\$375.00
2. Engineering Charge		
	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
<u>Additional Engineering Periods</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
		<u>Non-Recurring Charge per Line or Trunk</u>
B. Service Date Charge		\$46.00
C. Design Change		\$46.00
D. Expedited Order		\$245.00

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**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

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**SWITCHED ACCESS SERVICES****5. 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 Trunk	\$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

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**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 SERVICES5.2.1. 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

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**ATTACHMENT C**

Copy of "Appendix A" from the Commission's December 6, 2018, Order

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SECRETARY'S BUREAU

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APPENDIX A

Tri-Co Connections, LLC  
Docket No. A-2018-3005309

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Proposed Competitive Local Exchange Carrier Tariffs

The proposed tariffs contain certain deficiencies that must be addressed by the Applicant before the tariffs can be approved and the CLEC Certificate of Public Convenience issued. **The Applicant must submit a copy of this Appendix with its revised compliance tariffs. On that copy, please note the page/sheet of the compliance tariffs where the required revision is located for each item below.**

**Tariff deficiencies noted – CLEC Local Tariff (A-2018-3005309), Tariff No. 1**

1. All Pages: Enter issued and effective dates as per ordering paragraph.

*See Tariff No. 1, all pages.*

2. Missing: The Company did not include any provision for Call Blocking. In accordance with PA 66 Pa C.S. § 2906, see our website for standard text at: [https://www.puc.pa.gov/telecom/docs/Caller\\_ID\\_Sample\\_Language.DOC](https://www.puc.pa.gov/telecom/docs/Caller_ID_Sample_Language.DOC)

*See Tariff No 1, Original Page No. 36, Section 4.3.L. and Original Page No. 37, Section 4.3.L.*

3. Page 13, Section 2.1.4. F: Add the fees mentioned in this section to the tariff and provide a reference as to where they were placed in the tariff.

*See Tariff No. 1, Original Page No. 13, Section 2.1.4.F. and Original Page No. 42, Section 4.5.3.*

4. Pages 17-20, Section 2.2: Liability of Company: The limitations of liability tariff provisions should be generally consistent with the Commission's relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209.

*See Tariff No. 1, Original Page No. 17, Section 2.2.1.A. and Original Page No. 18, Sections 2.2.1.H-I.*

5. Page 22, Section 2.3.3: Revise to correctly state the Commission's address: 400 North Street, Harrisburg, Pennsylvania 17120.

*See Tariff No. 1, Original Page No. 23, Section 2.3.3.*

6. Page 23, Section 2.3.5: In accordance with 52 Pa Code § 64.41, please specify; interest on deposits (currently 6.0% annually), deposit limitations, and return procedures. Note deposits are to be returned to the depositor when they pay undisputed bills for service over a period of 12 consecutive months.

***See Tariff No. 1, Original Page No. 24, Section 2.3.5.***

7. Page 23, Section 2.3.7: Specify *residential* late payment charge procedures as outlined in 52 Pa. Code § 64.12. Note the due date for payment of a monthly bill shall be at least 20 days from the date of mailing by the LEC to the customer.

***See Tariff No. 1, Original Page No. 24, Section 2.3.7.***

8. Page 23, Section 2.3.7: Revise pursuant to 52 Pa. Code § 53.84 and clearly specify whether, if bills are paid by mail, the date of the postmark will be considered the date of payment.

***See Tariff No. 1, Original Page No. 24, Section 2.3.7.***

9. Page 43, Section 4.9: Revise language to accurately reflect Pennsylvania Act 12 of 2015. Note the uniform 911 surcharge fee is \$1.65. Please *see* the following link from the PEMA for additional reference;  
<https://www.pema.pa.gov/911/Pages/9-1-1-Provider-Information.aspx#.VjPL7k2raUk>

***See Tariff No. 1, Original Page No. 46, Section 4.9.2.***

10. Page 49, Section 6.1: Revise this section to accurately reflect current Lifeline program information. Specifically, incorporate the provisions of the FCC's *2017 Lifeline Order*.<sup>1</sup>

***See Tariff No. 1, Original Page No. 52, Section 6.1.2.C. and Original Page No. 53, Section 6.1.2.D.***

11. Page 52, Section 6.1: Correct the heading at the top of this page to read:  
**"6. LIFELINE SERVICE (cont'd)"**

***See Tariff No. 1, Original Page No. 54.***

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<sup>1</sup> *Lifeline and Link Up Reform and Modernization et al.*, Fourth Report and Order, Order on Reconsideration, Memorandum Opinion and Order, Notice of Proposed Rulemaking, and Notice of Inquiry; WC Docket Nos. 17-287, 11-42, 09-197 (released December 1, 2017) ("*2017 Lifeline Order*").

**Tariff deficiencies noted – CLEC Switched Access (A-2018-3005309), Tariff No. 2**

1. All Pages: Enter issued and effective dates as per ordering paragraph.

*See Tariff No. 2, all pages.*

2. Page 11, Section 2.1.4: Pages 17-20, Section 2.2: Liability of Company: The limitations of liability tariff provisions should be generally consistent with the Commission's relevant Policy Statement at 52 Pa. Code § 69.87 and the Commission Order under Docket No. M-00981209.

*See Tariff No. 2, Original Page No. 12, Section 2.1.4.H-I. Pages 17-20, Section 2.2, do not relate to Tri-Co's Switched Access Services tariff.*

3. Revise the Commission's address to 400 North Street, Harrisburg, Pennsylvania 17120.

*See Tariff No. 2, Original Page No. 25, Section 2.6.3.D.2.*

4. Page 25, Section 2.6.3: Revise to correctly state the Commission's address: 400 North Street, Harrisburg, Pennsylvania 17120.

*See response to No. 3 above.*

5. Page 61, Section 5.1.2: Correct "Carrier Common Truck" to read "Carrier Common Trunk."

*See Tariff No. 2, Original Page No. 61, Section 5.1.2.B.*

**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  
5<sup>th</sup> 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, 1<sup>st</sup> Floor  
Harrisburg, PA 17101

Verizon North, LLC  
417 Walnut Street, 1<sup>st</sup> Floor  
Harrisburg, PA 17101

**VIA HAND DELIVERY**

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

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Barrett C. Sheridan  
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Pamela C. Polacek

Counsel to Tri-Co Connections, LLC

Dated this 4<sup>th</sup> day of February, 2019, in Harrisburg, Pennsylvania.