

Mary T. Buley
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January 25th, 2021

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place E, Suite 350
St. Paul, MN 55101-2147

Re: In the Matter of the Petition of Farmers Mutual Telephone Company to Expand its
Designation as a Eligible Telecommunications Carrier
Docket No: _____

Dear Mr. Seuffert:

Enclosed via e filing please find the Original Filing, Summary of Filing, and Petition for
Expansion as a Eligible Telecommunications Carrier, and Affidavit of Service in the
above entitled Docket on behalf of Farmers Mutual Telephone Company.

Sincerely,

/s/ Mary T. Buley

Mary T. Buley
Consultant on behalf of Farmers Mutual Telephone Company

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

| | |
|--------------------|--------------|
| Katie Sieben | Chair |
| Valerie Means | Commissioner |
| Matthew Schuerger | Commissioner |
| Joseph K. Sullivan | Commissioner |
| John A. Tuma | Commissioner |

In the Matter of the Petition of Farmers Mutual Telephone Company for Expansion as a Eligible Telecommunications Carrier MPUC Docket No.:_____

ORIGINAL FILING

Farmers Mutual Telephone Company (“Farmers”) requests the Minnesota Public Utilities Commission (“Commission”) for an expansion of its designation as a Eligible Telecommunications Carrier (“ETC”) through areas awarded to Famers in the FCC Rural Digital Opportunity Fund Auction where the Commission has not designated Farmers as an Eligible Telecommunications Carrier.

The filing includes the following attachments:

Attachment 1 One paragraph summary of the filing in accordance with Minn. Rules pt. [7829.1300](#).

Attachment 2 Petition to expand Farmers Mutual Telephone Company service area as a Eligible Telecommunications Carrier, which contains a description of the filing, the impact on Petitioner and affected ratepayers, and the reasons for the filings, provided in accordance with Minn. Rules pt. 7829.1300, subp. 4(F).

Attachment 3 Affidavit of Service.

In addition, the following information is provided, in accordance with Minn. Rules pt. 7829.1300, subp. 4:

| | |
|--|---|
| Utility: | Farmers Mutual Telephone Company 301 2 nd St, South Bellingham, MN 56212 |
| Date of Filing | January 25 th , 2021 |
| Controlling Statute for Time in Processing the Filing | Minn. Rules pt. 7811.1400 , subp. 12 |

If additional information is required, please contact me at 651.621.8306.

/s/ *Mary T. Buley*

Mary T. Buley
Consultant on behalf of Farmers Mutual Telephone Company

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

| | |
|--------------------|--------------|
| Katie Sieben | Chair |
| Valerie Means | Commissioner |
| Matthew Schuerger | Commissioner |
| Joseph K. Sullivan | Commissioner |
| John A. Tuma | Commissioner |

In the Matter of the Petition of Farmers Mutual Telephone Company for Expansion to its Designation as a Eligible Telecommunications Carrier

MPUC Docket No.: _____

SUMMARY OF FILING

Farmers Mutual Telephone Company ("Farmers") requests the Minnesota Public Utilities Commission grant an Expansion of its designation as a Eligible Telecommunications Carrier ("ETC") for new census blocks where the Commission has not designated Farmers as an Eligible Telecommunications Carrier.

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

| | |
|--------------------|--------------|
| Katie Sieben | Chair |
| Valerie Means | Commissioner |
| Matthew Schuerger | Commissioner |
| Joseph K. Sullivan | Commissioner |
| John A. Tuma | Commissioner |

In the Matter of the Petition of Farmers Mutual Telephone Company for Expansion of its Designation as a Eligible Telecommunications Carrier MPUC Docket No.: _____

**PETITION FOR EXPANSION AS AN
ELIGIBLE TELECOMMUNICATIONS CARRIER**

On July 26, 2012 the Commission approved Farmers’ petition as an Eligible Telecommunications Carrier (“ETC”) in its CLEC exchanges of Dawson and Madison in Docket No. P522/AM-12-118. In Docket No. P522/AM-18-718, Farmers requested ETC designation for CAF II Census block IDs in Ortonville, Madison, Canby, Dawson, and Montivedio exchanges. The Commission approved this request on February 14, 2019. In this petition Farmers requests expansion of its ETC service area for certain census blocks awarded to Farmers in the FCC Rural Digital Opportunity Fund Auction 904. Farmers was awarded 332 locations in the auction and a yearly dollar amount of \$75,982.20 of universal high cost support.

In support of its Petition, Farmers states as follows:

- A. The legal name, address and telephone number of the Petitioner and its designated contact person are as follows:

Farmers Mutual Telephone Company
301 2nd St. South
Bellingham, MN 56212

Farmers is represented in connection with this petition by its consultant:

Mary T. Buley
Olsen Thielen & Co., Ltd.
2675 Long Lake Road
St. Paul, MN 55113
651.621.8306

- B. The name and title of the officer or representative of Farmers authorizing this petition is, Kevin Beyer, CEO and General Manager, whose signature appears at the end of this petition.

- C. The proposed effective date of designation of eligibility to receive Universal Service Support is immediately upon the Commission's issuance of an Order approving this Petition.
- D. The service area ("Proposed Service Area") for which Expanded ETC designation is sought, is set forth following map in [Exhibit 1](#). See Exhibit 3 for a list of the RDOF Census IDs.
- E. Farmer's Petition for expansion of its designation as a ETC for the Proposed RDOF Census Blocks A is consistent with the public interest, convenience and necessity, and satisfies the requirements for receiving universal service support under state and federal law, for the following reasons:

FARMERS POSSESSES THE INTENT AND CAPABILITY OF PROVIDING SERVICE UPON REASONABLE CUSTOMER REQUEST THROUGHOUT THE SERVICE AREA

1. Farmers' Regulatory Authority – Farmers offers service in three Minnesota exchanges as an incumbent local exchange carrier (ILEC). As an ILEC, Farmers was designated as an ETC throughout its service area.¹ And Farmers received competitive local exchange carrier (CLEC) authority in two Minnesota exchanges of Madison and Dawson in Docket Nos. P522/AM-07-1372 and Docket No. P522/AM-09-12. Farmers receive ETC designation for the Dawson and Madison exchanges in Docket N. P522/AM-12-118. In Docket No. P522/SA-1187 Farmers Received CLEC authority in portions of Ortonville, Montevideo, and Boyd exchanges.²
2. Farmers' Facilities and Commitment to Serve –The areas awarded to Farmers as a part of the FCC RDOF Auction will be served with fiber to the premise (FTTP) in its CLEC territories. Farmers is committed to provide service to all customers making a reasonable request for service. Farmers certifies that it will: (a) provide service on a timely basis to requesting customers within the Service Area where Farmers' network already passes the potential customer's premises; and (b) provide service within a reasonable period of time, if the potential customer is within the Service Area but not passed by Farmers' current network facilities if service can be provided at reasonable cost by constructing network facilities.
3. Farmers' Basic Universal Service Offering – Farmers will provide voice telephony in the Proposed RDOF Service Area. The services Farmers offers meet the Basic Local Service requirements under [Minn. Rule 7812.0600](#). Farmers has the ability and the intention to provide the voice telephony services required by [47 CFR § 54.101\(a\)](#)³:
 - Voice grade access to the public switched network or its functional equivalent;

¹ ILEC exchanges of Bellingham, Cerro Gordo and Marietta exchanges.

² Docket No. P522/AM-18-718 was approved July 26, 2012.

³ [FCC Connect America Order 11-161 rel. November 18, 2011](#) at ¶ 76-81 discusses the changes to [47 CFR § 51.101](#) and the required voice service offerings.

- Minutes of use for local service provided at no additional charge to end users;
- Access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911.
- Toll limitation for qualifying low-income consumers

The universal service offering will be made available throughout the Proposed Service Area upon its expanded designation as an ETC. Farmers' tariffs address customer eligibility provisions and the availability of subsidies under the Lifeline program⁴ and the Minnesota Telephone Assistance Plan⁵. The applicable sections of Farmers' tariff are attached as [Exhibit 2](#). Farmers is committed to providing the supported services throughout the Service Area to all customers who make a request for such services if service can be provided at reasonable cost by constructing network facilities. The local usage plans offered are comparable to those offered by the incumbent local exchange carriers. Farmers' local calling scope will mirror those of the ILECs and any mandatory Extended Area Service calling as part of the basic local service offering.

4. Farmers Advertising Plan – Farmers currently advertises its services through several different channels of general distribution, including Farmers' telephone directory and annual customer notice. Farmers will advertise the availability of its universal service offering throughout the Service Area through these same advertising channels it currently employs. In addition, the availability of the offering throughout the Proposed RDOF Service Area will be listed continuously on Farmers' web site: <https://www.aciracoop.net/>.
5. Farmers 10-Year Plan for Use of Universal Service Support - Farmers will receive Universal High Cost Support and Lifeline support to the extent it serves customers eligible for that program.
6. Farmers' Ability to Remain Functional in Emergency Situations. Farmers network will remain functional in emergency situations:

Commercial power outage: The central office serving Farmers' customers is equipped with electrical generators and battery power supply to provide service in the event of a commercial power outage.

Network failure: The interoffice facilities serving the Service Area are on a diverse routed fiber optic ring, which if cut will be automatically rerouted.

Farmers complies with the Commission's Rules in Chapter [7810](#) establishing minimum standards on various operational matters, such as 7810.3900 (Emergency Operations); 7810.4900 (Adequacy of Service); and 7810.5300 (Dial Service Requirements).

⁴ Farmers Local Exchange Tariff Section 5, page 40 and 41

⁵ Farmers Local Exchange Tariff Section 5, page 41 and 42

7. Farmers' Satisfaction of Consumer Protection and Service Quality Standards – Farmers, is subject to, and complies with, the Commission's Rules pertaining to service quality and consumer protection. Farmers' tariff has specific provisions outlining the following terms addressing consumer protection issues:
- Deposit and guarantee requirements⁶
 - Customer Billing⁷
 - Appropriate handling of customer complaints and billing disputes⁸
 - Disconnection and notice requirements⁹

The specific provisions in Farmers' tariff, as well as the Commission's service quality rules by which Farmers' is bound, will apply throughout the Proposed Expanded Service Area and assure a high level of service quality and consumer protection.

DESIGNATING FARMERS AS A ETC IN THE PROPOSED EXPANDED SERVICE AREA WILL SERVE THE PUBLIC INTEREST

8. Public Interest - Designation of Farmers as a ETC in the Proposed Expanded Service Area is in the public interest since it affords qualifying customers a choice of service providers while retaining the Lifeline benefit.
9. Superior Service Offering – Farmers believes its service offerings are superior to that offered by the ILECs' to customers in the Service Area. Farmers has fiber optic facilities adjacent and near the Proposed Expanded Service Area and plans to place fiber to the home over a three year period, offering a technically superior network to that of ILECs.

Farmers believes customers will additionally benefit from choosing a locally owned and Minnesota based provider which has demonstrated its commitment to, and success in, responding to the service needs of its residents.

10. Affordability – The local exchange services offered to Farmers' customers for universal service offerings are within the range of the announced Federal Communications Commission ("FCC") 2021 Annual Urban Rate Survey rates.¹⁰ Farmers' basic service offerings rates are identified in its Local Exchange Services¹¹ tariff. Farmers will provide the benefit of Lifeline discounts to qualifying subscribers.

⁶ Farmers Local Exchange Tariff, Section 2, page 10 and 11

⁷ Farmers Local Exchange Tariff, Section 2, page 11

⁸ Farmers Local Exchange Tariff, Section 2, page 12

⁹Farmers local Exchange Tariff, Section 2, page 15 and 16

¹⁰ WC Docket 10-9, Announcement from the Wireline Competition Bureau and Office of Economics and Analytics issued 11-30-20.

¹¹ Farmers Local Exchange Tariff, Section 4, page 2

11. Commitment to Service Quality - As noted in Paragraph E.7 above, Farmers is a certified CLEC in Minnesota is subject to, and complies with, the Commission's Rules pertaining to service quality and consumer protection.

ETC CERTIFICATION

12. Request for Certification - Farmers requests that the Commission certify its use of support effective as of the date of Farmers' ETC designation for the Proposed Expanded Service Area.

CONCLUSION

13. Farmers meets the requirements of both state and federal laws and regulations for designation as an Eligible Telecommunications Carrier in the requested Proposed Service Area. Pursuant to [47 USC § 214\(e\)](#), the Commission should designate Farmers as an Eligible Telecommunications Carrier for the expanded Proposed RDOF Service area. In so doing, the Commission will ensure that consumers in the expanded RDOF Service Area have an opportunity to secure better and more reliable service at a rate equal to or less than that which they are currently paying. The consumers in the expanded Service Area will benefit and the public interest will be served if Farmers' Petition is approved.

Therefore, Farmers respectfully requests that the Commission:

- A. Approve Farmers Mutual Telephone Company's petition as a ETC for receipt of federal universal service support with respect to the expanded Proposed RDOF Service Area specified in this Petition;
- B. For such other and further relief as the Commission may deem just and reasonable.

Dated: January 25th, 2021

By: /s/Mary T. Buley
Mary T. Buley

CONSULTANT FOR FARMERS
MUTUAL TELEPHONE COMPANY

VERIFICATION

The undersigned, Kevin Beyer, CEO and General Manager of Farmers Mutual Telephone Company, certifies that he has reviewed this Petition and the facts stated therein, of which he has personal knowledge, and that the same are true and correct to the best of his present knowledge and belief.

Respectfully submitted,

Farmers Mutual Telephone Company

By: /s/Kevin Beyer
CEO and General Manager

AFFIDAVIT OF SERVICE

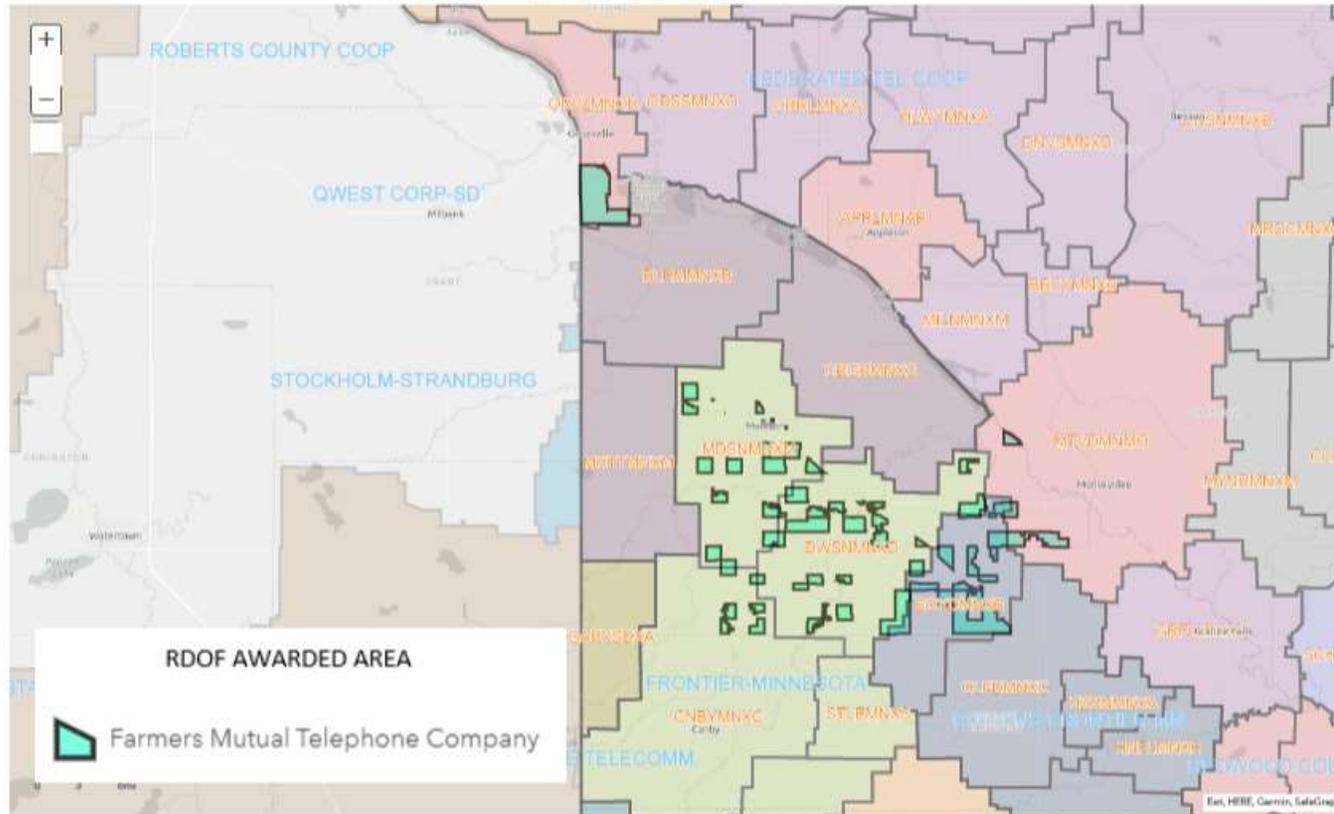
In the Matter of the Petition of Farmers Mutual Telephone
Company for Expansion of its Designation as an Eligible
Telecommunications Carrier

MPUC Docket No.: _____

I, Mary T. Buley, state that on January 25th, 2021 I caused copies of the attached Notice regarding the filing of Farmers Mutual Telephone Company's application for expanded designation as a Eligible Telecommunications Carrier to be filed using efile Service, email or mailed by United States first class mail postage prepaid thereon, to the following persons:

| | |
|---|--|
| Will Seuffert (efile) Executive Secretary | Linda Chavez (efile) Minnesota Department of Commerce |
| Kevin Beyer (e-mail) Farmers Mutual Telephone Company | Jason Topp(e-mail) CenturyLink |
| Scott Bohler (e-mail) Citizens/Frontier Minnesota | |

Farmers Mutual Rural Digital Opportunity Fund Awarded Census Blocks by Wire Center



The tariff pages following address:

- [Deposit and guarantee requirements](#)
- [Customer Billing](#)
- [Customer Complaints and Billing Disputes](#)
- [Disconnection and notice requirements](#)
- [Lifeline and MN TAP](#)
- [Link-Up](#)
- [Basic Local Service Rates](#)

Deposit and Guarantee Requirements

FARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTA

Section 2
Page 10
Revision 1

GENERAL REGULATIONS

9. CREDIT POLICY

(C)

A. Deposit and Guarantee Requirements

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

- 1) A customer, who within the last 12 months has not had his service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2) A Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- 3) The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a Company shall not affect the determination by the Company as to that customer's credit history.
- 4) Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.

B. Deposit

When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. A Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. Each Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Effective: 1-1-05

Deposit and Guarantee Requirements (cont.)

FARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTA

Section 2
Page 11
Revision 1

GENERAL REGULATIONS

9. CREDIT POLICY (Continued)

B. Deposit (Continued)

Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statute 325E.02. The interest rate may be found on the Department of Commerce website at www.commerce.state.mn.us. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

C. Guarantee of Payment

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

10. CUSTOMER BILLING

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and the Company is uncertain as to the customer's ability to pay such charges.
- C. Services which are charged for at monthly rates are billed in advance for one month's service.
- D. Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
- E. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

11. PAYMENT FOR SERVICE

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.

Effective: 1-1-05

Customer Billing

FARMERS MUTUAL TELEPHONE COMPANY
 BELLINGHAM, MINNESOTA

Section 2
 Page 11
 Revision 1

GENERAL REGULATIONS

9. CREDIT POLICY (Continued)

B. Deposit (Continued)

Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statute 325E.02. The interest rate may be found on the Department of Commerce website at www.commerce.state.mn.us. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

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The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

10. CUSTOMER BILLING

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and the Company is uncertain as to the customer's ability to pay such charges.
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- E. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

11. PAYMENT FOR SERVICE

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.

Effective: 1-1-05

Customer Complaint and Disputes Farmers CLEC Tariff

FARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTA

Section 2
Page 12

GENERAL REGULATIONS

11. PAYMENT FOR SERVICE (Continued)

- B. Bills are due when rendered and may be paid at any of the Company's public business offices or other authorized payment locations.
- C. Charges for a message originated or accepted at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
- D. Non-sufficient Fund or No Account Checks

When a customer pays the monthly bill with a non-sufficient fund or no account check, a charge (see Section 6, page 2) will be made to that customer to cover the administrative costs incurred in handling the transaction.

- E. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Corners of 2nd & 3rd Ave.
PO Box 368
Bellingham, Minnesota 56212-0368
(320) 586-2105

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If after an investigation and review by the Company a disagreement remains as to the disputed charges, the customer may file a complaint, in writing or by telephone, to the Minnesota Public Utilities Commission at:

121 Seventh Place East
Suite 350
Saint Paul, Minnesota 55101-2147
(800) 657-3782

12. FAILURE TO PAY FOR SERVICE

- A. Regular Monthly Bills

- 1) A customer is considered to be delinquent in the payment of a regular monthly bill when the sum due is not received on or before the tenth calendar day following the day the bill is either mailed or delivered by other means.
- 2) When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service not sooner than five days after mailing or delivery of written notice of intention to disconnect.

- B. Special Bills

- 1) A customer is delinquent in the payment of a special bill when the sum due is not paid upon presentation.

Effective: 10-1-00

Disconnection and notice requirements

FARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTA

Section 2
Page 15

GENERAL REGULATIONS

21. INTERRUPTIONS TO SERVICE (Continued)

- C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding three years.

22. IDENTIFICATION OF PARTIES TO COMMUNICATIONS

The calling party shall establish his identity as often as may be necessary in the course of any communication.

The calling party shall be solely responsible for establishing the identity of the party with whom connection is made at the called station or stations.

23. LIMITING OF COMMUNICATIONS

The Company may limit communications over its facilities during emergencies which result in a shortage of facilities.

24. TERMINATION OF SERVICE

- A. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
- 1) In the case of service for which the minimum contract period is one month, the termination charges are the charges due for the balance of the initial month.
 - 2) In case of additional directory listings and Joint User Service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period. In the following cases, however, charges will continue only to the date of termination of the extra listing or Joint User Service, subject to a minimum charge for one month:
 - a. The contract for the main service is terminated.
 - b. The listed party or joint user becomes a customer to telephone exchange service.
 - c. The listed party moves to a new location.
 - d. The listed party or joint user dies.

Effective: 10-1-00

Disconnection and notice requirementsFARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTASection 2
Page 16

GENERAL REGULATIONS

24. TERMINATION OF SERVICE (Continued)

- 3) In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.
- B. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified in advance and upon payment of all charges due to the date of termination of the service.
- C. Telecommunications service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

25. DISCONNECTION OF SERVICE

- A. The company may discontinue service to a customer without notice under the following conditions:
- 1) In the event of tampering with the company's equipment;
 - 2) In the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
 - 3) In the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- B. The company may discontinue telecommunications service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
- 1) For failure of the customer to pay a bill for service when due;
 - 2) For failure of the customer to meet the company's deposit and credit requirements;
 - 3) For failure of the customer to make proper application for service;
 - 4) For customer's violation of any of the company's rules on file with the Commission;
 - 5) For failure of the customer to provide the company reasonable access to its equipment and property;
 - 6) For customer's breach of the contract for service between the company and the customer;
 - 7) For a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
 - 8) When necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

Effective: 10-1-00

Lifeline and MN TAP (cont.)

FARMERS MUTUAL TELEPHONE COMPANY
 BELLINGHAM, MINNESOTA

Section 5
 Page 40
 Revision 4

GENERAL SERVICES

LIFELINE ASSISTANCE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP)

(T)

The Lifeline Assistance program (Lifeline), established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of telephone, mobile or broadband to qualifying low-income residential subscribers.

(T)

(T)

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

1. General

a. Lifeline provides for a federally-funded discount credit to a low income residential customer's telephone, mobile, or broadband service charges. Monthly Lifeline discounts provided in connection with the Company's local telephone service will first be applied against the subscriber's Federal End User Common Line Charge. Any remaining Lifeline Discount will then be applied against charges for the subscriber's local phone service.

(T)

|

(T)

b. Federal Universal Service Charge (FUSC) will not be billed to Lifeline customers.

c. Local service for Lifeline Telephone subscribers may not be disconnected for non-payment of toll charges.

(T)

1). Toll Restriction Service will be provided to Lifeline Telephone subscribers at no charge.

(T)

2). Lifeline Telephone subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.

(T)

3). Lifeline Telephone subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.

(T)

d. Partial payments from Lifeline Telephone subscribers will be applied first to local service charges and then to toll charges.

(T)

2. Eligibility Requirements

a. Lifeline Assistance will be provided for one (1) eligible service per household, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements.

(T)

b. The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:

- Medicaid/Medical Assistance
- Supplemental Nutrition Assistance Plan (SNAP) (f/k/a Food Support/Food Stamps)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veterans Pension Benefit and Survivors Pension

(T)

|

(T)

Effective: 1-27-17

Lifeline and TAP

FARMERS MUTUAL TELEPHONE COMPANY
 BELLINGHAM, MINNESOTA

Section 5
 Page 41
 Revision 7

GENERAL SERVICES

LIFELINE ASSISTANCE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP) (Continued) (T)

2. Eligibility Requirements (Continued)

Individuals who do not qualify under any of the above but live on or near a federally recognized reservation may qualify for Lifeline Assistance if the applicant receives benefits from at least one of the following programs: (T)

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only for those meeting its income qualifying standard)
- Food Distribution Program on Indian Reservations (FDPIR) (T)

c. The applicant signs a document certifying under penalty of perjury that the applicant receives benefits from one of the programs listed and identifying the program or programs from which that consumer receives benefits.

d. The applicant signs a document agreeing to notify the carrier if that consumer ceases to participate in the program or programs. When the company is notified by the customer that the customer no longer participates in one of the above programs, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

3. Eligibility Revocation

If the telephone company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the consumer will be de-enrolled from the Lifeline Assistance program. The customer will be billed retroactively to whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months. (T)

4. Eligibility for the State TAP Credit

a. The state TAP credit is only available to residential subscribers who meet the eligibility requirements for the Federal Lifeline Assistance discount credit in 2 above. (T)

b. The customer must reside in Minnesota or have moved to Minnesota and intend to remain.

Effective: 1-27-17

Lifeline and TAP

FARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTA

Section 5
Page 42
Revision 6

GENERAL SERVICES

LIFELINE ASSISTANCE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP) (Continued) (T)

5. Regulations

- a. The Federal Lifeline and state TAP credit will begin at the customer's earliest possible billing cycle but no later than the second billing cycle after the date the application for the Federal Lifeline and state TAP credit is received by the telephone company.
- b. A service charge shall not be billed to establish qualification for either the Federal Lifeline or state TAP credit.
- c. When a customer enrolls for the state TAP credit, the Company is reimbursed for the cost of the service order activity.

6. Funding

The Federal Lifeline credit is funded through the FCC universal service program. The state TAP credit shall be funded through the state Telephone Assistance Plan Surcharge on residence and business access lines which pay the 911 surcharge.

7. Rates

State TAP Surcharge

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The company is responsible for billing, collecting and remitting the surcharge to appropriate government agency.

Monthly Rate

| | |
|-------------------------|--------|
| State TAP credit | Note 1 |
| Federal Lifeline credit | Note 2 |

Note 1: The State TAP credit is the effective rate ordered by the Minnesota Public Utilities Commission. Information regarding the Credit rate can be accessed at the Minnesota Department of Commerce Web site at: <http://mn.gov/commerce/>

Note 2: The Federal Lifeline credit is the effective rate ordered by the Federal Communications Commission (FCC). Information regarding the Credit rate can be accessed at the FCC Web site at: <http://www.fcc.gov/>

Effective: 1-27-17

Basic Rates:

FARMERS MUTUAL TELEPHONE COMPANY
BELLINGHAM, MINNESOTA

Section 4
Page 2
Revision 6

LOCAL EXCHANGE SERVICE

| Class of Service | Monthly Charges | | | |
|--|--------------------------|--------------------|---|-----|
| | Access Line Charge | EAS Additive | Total | |
| <u>Bellingham and Marietta Exchanges</u> | | | | |
| Business: | | | | |
| One Party - Access | \$ 22.50 | | \$ 22.50 | (I) |
| Key System Line - Access | 22.50 | | 22.50 | (I) |
| Basic Coin Telephone Service | 22.50 | | 22.50 | (I) |
| Residence: | | | | |
| One Party - Access | \$ 22.50 | | \$ 22.50 | (I) |
| School Classroom Service: * | | | | |
| One Party - Access | \$ 22.50 | | \$ 22.50 | (I) |
| <u>Cerro Gordo Exchange</u> | | | | |
| Business:(4-8-20) | | | | |
| One Party - Access | \$ 22.50 | \$ 3.16 | 25.66 | (U) |
| Key System Line - Access | 22.50 | 3.16 | 25.66 | (U) |
| Basic Coin Telephone Service | 22.50 | 3.16 | 25.66 | (U) |
| Residence: | | | | |
| One Party - Access | \$ 22.50 | \$ 3.16 | \$ 25.66 | (I) |
| School Classroom Service: * | | | | |
| One Party - Access | \$ 22.50 | \$ 3.16 | \$ 25.66 | (I) |
| | <u>Business</u> | <u>Residential</u> | <u>School Classroom Service</u> | |
| <u>EAS Additive:</u> | | | | |
| Facility Cost | \$ 1.16 | \$ 1.16 | \$ 1.16 | |
| Lost Access Revenue | 2.00 | 2.00 | 2.00 | |
| Total | <u>\$ 3.16</u> | <u>\$ 3.16</u> | <u>\$ 3.16</u> | |

* School classroom service is one party flat rate local exchange access line service offered to public schools that conduct classes within the range of kindergarten through 12th grade pursuant to Minnesota Statute Section 237.065. This additional service is available to ensure access to telephone service from each classroom and other areas within the school, as determined by the school board. Existing service provided to all areas of the school prior to the effective date of this tariff will be billed at the current rates. Upon approval by the school board, this service must be installed in all remaining classrooms within the school and other areas within the school, as determined by the school board, within the time period specified by the company. This service is not available in areas within the school where telephone service is used for business administrative purposes of the schools.

Filed Date: 4-8-20

Effective: 4-9-20

Farmers RDOF Census IDs:

- 270731801001186
- 270731801001190
- 270731801002049
- 270731801002055
- 270731801002058
- 270731801002062
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