

Mary T. Buley  
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January 25<sup>th</sup>, 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 Gardonville Cooperative Telephone Association for  
Designation as a Eligible Telecommunications Carrier  
Docket No: \_\_\_\_\_

Dear Mr. Seuffert:

Enclosed via efileing please find the Original Filing, Summary of Filing, and a Petition  
for Eligible Telecommunications Carrier, and Affidavit of Service in the above entitled  
Docket on behalf of Gardonville Cooperative Telephone Association.

Sincerely,

*/s/ Mary T. Buley*

Mary T. Buley  
Consultant on behalf of Gardonville Cooperative Telephone Association

**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 Gardonville                      MPUC Docket No.: \_\_\_\_\_  
Cooperative Telephone Association for Designation  
as a Eligible Telecommunications Carrier

**ORIGINAL FILING**

Gardonville Cooperative Telephone Association (“GCTA”) requests the Minnesota Public Utilities Commission (“Commission”) approval as a Eligible Telecommunications Carrier (“ETC”) through areas awarded to GCTA in the FCC Rural Digital Opportunity Fund Auction.

The filing includes the following attachments:

- |              |  |
|--------------|--|
| Attachment 1 | One paragraph summary of the filing in accordance with Minn. Rules pt. <a href="#">7829.1300</a> .   |
| Attachment 2 | GCTA’s Petition for designation as an 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: Gardonville Cooperative Telephone Association

800 Central Ave N.  
Brandon, MN 56315

Date of Filing January 25<sup>th</sup>, 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 Gardonville Cooperative Telephone Association

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

Katie Sieben	Chair
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In the Matter of the Petition of Gardonville  
Cooperative Telephone Association for  
Designation as a Eligible Telecommunications  
Carrier

MPUC Docket No.: \_\_\_\_\_

**SUMMARY OF FILING**

Gardonville Cooperative Telephone Association ("GCTA") requests the Minnesota Public Utilities Commission grant its designation as a Eligible Telecommunications Carrier ("ETC") for the Proposed Service RDOF area.

**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 Gardonville Cooperative Telephone Association for Designation as a Eligible Telecommunications Carrier MPUC Docket No.: \_\_\_\_\_

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

GCTA operates as a incumbent provider of local services in the following exchanges of Brandon, Evansville, Garfield, and Millerville. In March of 2015, GCTA filed a request to amend its certificate of authority to allow it to offer competitive Local exchange services (CLEC) in the Alexandria exchange of Embarq Minnesota in Docket No. P527/SA-15-277. This petition was approved April 9, 2015. In 2017, GCTA filed a request to amend it CLEC authority to include eight Embarq exchanges, two CenturyTel exchanges, fifteen CenturyLink exchanges, nine Midstate Telephone exchanges and twelve Citizens Telecom Minnesota exchanges which was approved in Docket No. P527/SA-17-30. In this petition GCTA requests designation as an ETC for certain census blocks awarded to GCTA in the FCC Rural Digital Opportunity Fund Auction 904. The list of RDOF census blocks is provided in Exhibit 3. GCTA was awarded 24 locations and universal high cost support of \$6,390.00.

In support of its Petition, GCTA states as follows:

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

Gardonville Cooperative Telephone Association  
800 Central Ave N.  
Brandon, MN 56315

GCTA 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 authorizing this petition is Dave Wolf, Chief Executive Officer/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 RDOF Census Blocks) ” for which ETC designation is sought, is provide in a map attached as [Exhibit 1](#).
- E. GCTA’s Petition for designation as a ETC for the Proposed RDOF Census Blocks 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:

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

1. GCTA’s Regulatory Authority – GCTA operates as a incumbent provider of local services in the following exchanges of Brandon, Evansville, Garfield, and Millerville. In March of 2015, GCTA filed a request to amend its certificate of authority to allow it to offer competitive local exchange services (CLEC) in the Alexandria exchange of Embarq Minnesota in Docket No. P527/SA-15-277. This petition was approved April 9, 2015. In 2017, GCTA filed a request to amend it CLEC authority to include eight Embarq exchanges, two CenturyTel exchanges, fifteen CenturyLink exchanges, nine Midstate Telephone exchanges and twelve Citizens Telecom Minnesota exchanges which was approved in Docket No. P527/SA-17-301.<sup>1</sup>
2. GCTA's Facilities and Commitment to Serve - GCTA will provide broadband and voice telephone over the RDOF installed fiber-optic facilities to customer premises. GCTA is committed to provide service to all customers making a reasonable request for service. GCTA certifies that it will: (a) provide service on a timely basis to requesting customers within the Service Area where GCTA’s 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 GCTA’s current network facilities if service can be provided at reasonable cost by constructing network facilities.
3. GCTA's Basic Universal Service Offering - GCTA will provide voice telephony and broadband services in the Proposed Service Area. The services GCTA offers meet the Basic Local Service requirements under [Minn. Rule 7812.0600](#). GCTA has the ability and the intention to provide the voice telephony services required by [47 CFR § 54.101\(a\)](#)<sup>2</sup>:

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<sup>1</sup> Docket No. P527/SA-17-301 was approved on June 1, 2017.

<sup>2</sup> [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.

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

The universal service offering will be made available throughout the Proposed Service Area once ETC authority in the RDOF blocks is granted. GCTA's tariffs address customer eligibility provisions and the availability of subsidies under the lifeline program<sup>3</sup> and the Minnesota Telephone Assistance Plan<sup>4</sup>. The applicable sections of GCTA's tariff are attached as [Exhibit 2](#). GCTA 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. GCTA's 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. GCTA's Advertising Plan – GCTA currently advertises its services through several different channels of general distribution, including bill messages, customer newsletters, telephone directories and lifeline information available at its offices. GCTA 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 Service Area will be listed continuously on GCTA's web site: <https://www.gctel.com/>
5. GCTA's 10-Year Plan for Use of Universal Service Support - GCTA will receive Universal High Cost Service Support and lifeline support to the extent it serves customers eligible for that program.
6. GCTA's Ability to Remain Functional in Emergency Situations. GCTA's network will remain functional in emergency situations:

Commercial power outage: The central office serving GCTA's 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 route, which if cut will be automatically rerouted.

GCTA complies with the Commission's Rules in Chapter [7810](#) establishing minimum standards on various operational matters, such as 7810.3900 (Emergency

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<sup>3</sup> GCTA Local Exchange Tariff Section 5, page 41 and 42

<sup>4</sup> GCTA Local Exchange Tariff Section 5, page 43

Operations); 7810.4900 (Adequacy of Service); and 7810.5300 (Dial Service Requirements).

7. GCTA's Satisfaction of Consumer Protection and Service Quality Standards – GCTA, is subject to, and complies with, the Commission's Rules pertaining to service quality and consumer protection. GCTA's tariff has specific provisions outlining the following terms addressing consumer protection issues:
- Deposit and guarantee requirements<sup>5</sup>
  - Customer Billing<sup>6</sup>
  - Appropriate handling of customer complaints and billing disputes<sup>7</sup>
  - Disconnection and notice requirements<sup>8</sup>

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

***DESIGNATING GCTA AS A ETC IN THE PROPOSED SERVICE AREA WILL SERVE THE PUBLIC INTEREST***

8. Public Interest - Designation of GCTA as a ETC in the Proposed RDOF 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 - GCTA believes its service offerings are superior to that received by the ILECs' customers in the RDOF Proposed Service Area. GCTA plans to place fiber to the premise (FTTP) offering a technically superior network to that of the incumbents.

GCTA 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 and broadband services offered to GCTA's customers for universal service offerings are within the range of the annual of the announced Federal Communications Commission ("FCC") 2021 Urban Rate Survey rates.<sup>9</sup> GCTA's basic service offerings rates are identified in its Local Exchange Services<sup>10</sup> tariff. GCTA will provide the benefit of lifeline discounts to qualifying subscribers.

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<sup>5</sup> GCTA Local Exchange Tariff, Section 2, page 10 and 11

<sup>6</sup> GCTA Local Exchange Tariff, Section 2, page 11

<sup>7</sup> GCTA Local Exchange Tariff, Section 2, page 12

<sup>8</sup> GCTA Local Exchange Tariff, Section 2, pages 16

<sup>9</sup> WC Docket 10-9 , Announcement from the Wireline Competition Bureau and Office of Economics and Analytics, 11-30-20

<sup>10</sup> GCTA Local Exchange Tariff, Section 4, page 2



11. Commitment to Service Quality - As noted in Paragraph E.7 above, GCTA 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 - GCTA requests that the Commission certify its use of support effective as of the date of GCTA's ETC designation for the Proposed RDOF Service Area.

***CONCLUSION***

13. GCTA 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 GCTA as an Eligible Telecommunications Carrier for the RDOF Service Area. In so doing, the Commission will ensure that consumers in the 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 Service Area will benefit and the public interest will be served if GCTA's Petition is approved.

Therefore, GCTA respectfully requests that the Commission:

- A. Designate Gardonville Cooperative Telephone Association as a ETC for receipt of federal universal service support with respect to the RDOF Service Areas specified in this Petition;
- B. For such other and further relief as the Commission may deem just and reasonable.

Dated: January 25<sup>th</sup>, 2021

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

CONSULTANT FOR GARDONVILLE  
COOPERATIVE TELEPHONE  
ASSOCIATION

**VERIFICATION**

The undersigned, Dave Wolf Chief Executive Officer/General Manager of Gardonville Cooperative Telephone Association, 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,

Gardonville Cooperative Telephone Association

By:     /s/Dave Wolf      
Dave Wolf  
CEO/General Manager

**AFFIDAVIT OF SERVICE**

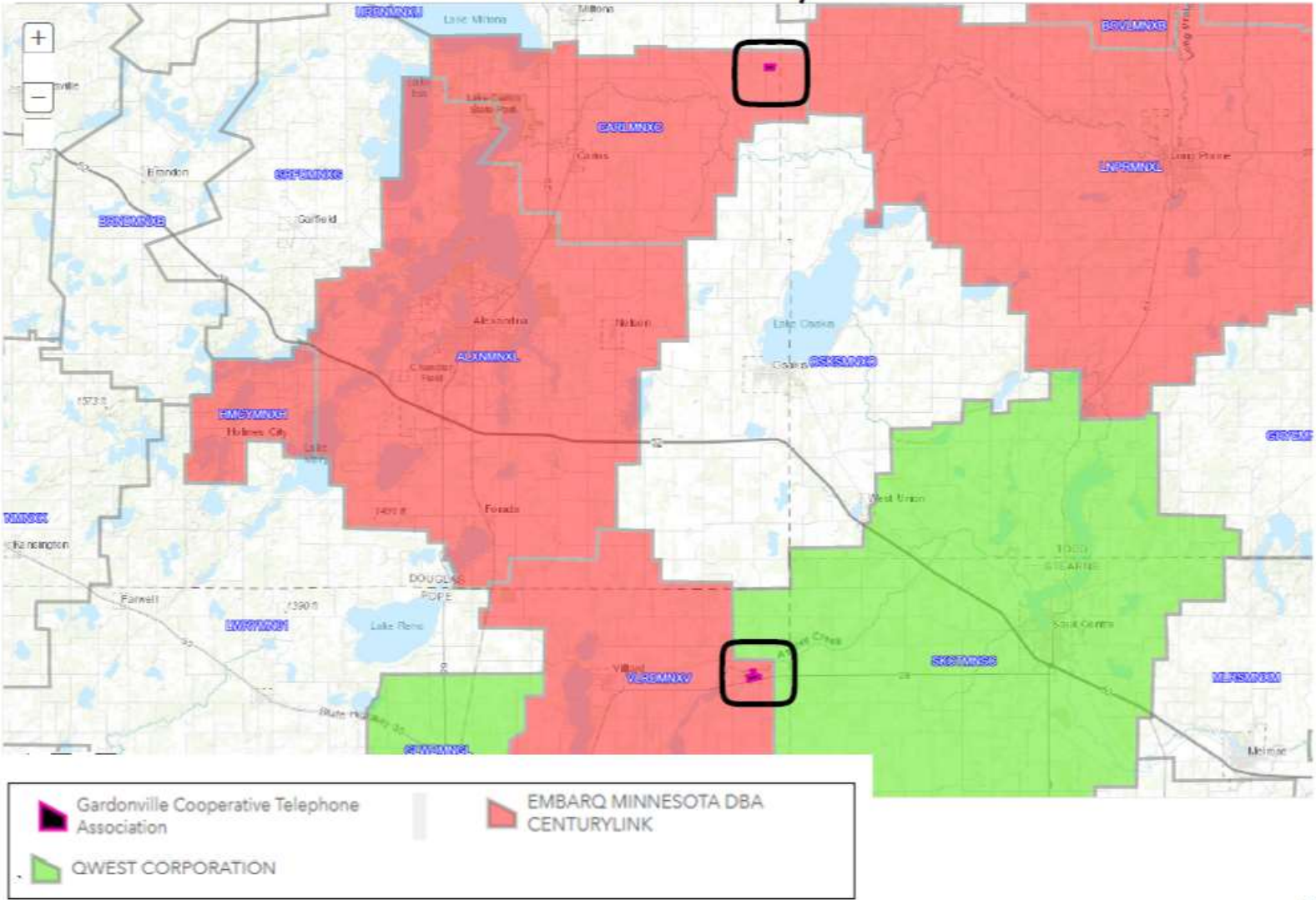
In the Matter of the Petition of Gardonville Cooperative  
Telephone Association for Designation as an Eligible  
Telecommunications Carrier

MPUC Docket No.: \_\_\_\_\_

I, Mary T. Buley, state that on January 25<sup>th</sup>, 2021 I caused copies of the attached Notice regarding the filing of Gardonville Cooperative Telephone Association's application for designation as a Eligible Telecommunications Carrier to be filed using eService, 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
Dave Wolf (e-mail) Gardonville Cooperative Telephone Association	Jason Topp Embarq Minnesota d/b/a CenturyLink

# Gardonville Cooperative 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

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION  
BRANDON, MINNESOTA

Section 2  
Page 10  
Revision 2

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### GENERAL REGULATIONS

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#### 9. CREDIT POLICY

##### 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 the Lifeline Assistance Program 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.

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Effective: 12-02-16

Deposit and Guarantee Requirements (cont.)

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION  
BRANDON, MINNESOTA

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Revision 1

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GENERAL REGULATIONS

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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. The interest rate may be found on the Department of Commerce website at [www.commerce.state.mn.us](http://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.

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Effective: 1-1-05

**Customer Billing**

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION  
BRANDON, MINNESOTA

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Revision 1

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GENERAL REGULATIONS

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9. CREDIT POLICY (Continued)

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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.

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Effective: 1-1-05



## Customer Complaint and Disputes

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION  
BRANDON, MINNESOTA

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### GENERAL REGULATIONS

#### 11. PAYMENT FOR SERVICE (Continued)

- B. Bills are due on statement due date 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:

Gardonville Cooperative Telephone Association  
800 Central Ave. N  
Brandon, MN 56315  
(320) 524-2211  
www.gctel.com

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:

Consumer Affairs Office  
121 Seventh Place East, Suite 350  
Saint Paul, Minnesota 55101-2147  
Metro: (651) 296-0406  
Non-Metro: (800) 657-3782  
Fax: (651) 297-7073  
Email: consumer.puc@state.mn.us  
Web: www.puc.state.mn.us

#### 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 fifteenth 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.

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Effective: 10-2-17

**Disconnection and notice requirements**

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION  
BRANDON, MINNESOTA

Section 2  
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GENERAL REGULATIONS

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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.

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Effective: 11-1-00

**Lifeline and MN TAP**

GARDONVILLE COOPERATIVE TELEPHONE ASSOCIATION  
BRANDON, MINNESOTA

Section 5  
Page 41  
Revision 5

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GENERAL SERVICES

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LIFELINE ASSISTANCE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP)

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 services to qualifying residential subscribers.

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

Gardonville Cooperative Telephone Association offers both Lifeline Assistance and Minnesota Telephone Assistance Plan in its ILEC service area (Brandon, Evansville, Garfield, & Millerville Exchanges).

(N)

Gardonville Cooperative Telephone Company offers only the Minnesota Telephone Assistance Plan in its CLEC service area (all other exchanges).

(N)

1. General

- a. Lifeline provides for a federally-funded discount credit to a qualifying 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 amount will then be applied against charges for the subscriber's local phone service.
- 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.
  - 1). Toll Restriction Service will be provided to Lifeline Telephone subscribers at no charge.
  - 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.
  - 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.
- d. Partial payments from Lifeline Telephone subscribers will be applied first to local service charges and then to toll charges.

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.

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Lifeline and MN TAP (cont.)

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

2. Eligibility Requirements (Continued)

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

(M)

- Medicaid/Medical Assistance
- Supplement Nutrition Assistance Plan (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veterans Pension Benefit and Survivors Pension

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:

- 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 and Indian Reservations (FDPIR)

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.

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.

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

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**Lifeline and MN TAP**

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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.

(T)

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/>

**Basic Local Service Rates**

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LOCAL EXCHANGE SERVICE

Rates

Exchange – All ILEC<sup>(1)</sup>

Class of Service	<u>Monthly Rates<sup>(3)</sup></u>
<b>BUSINESS:</b>	
One Party	\$ 18.00
Basic Coin Telephone Service	18.00
<b>RESIDENCE:</b>	
One Party	18.00

Exchange – All CLEC<sup>(2)</sup>

Class of Service	<u>Monthly Rates<sup>(3)</sup></u>
<b>BUSINESS:</b>	
One Party service package	\$ 29.95
<b>RESIDENCE:</b>	
One Party service package	29.95

(N)

All rates are billed in advance. Payment for service is due when on statement due date.

Note 1: ILEC Exchanges served include Brandon, Evansville, Garfield, and Millerville.

Note 2: CLEC Exchanges Served include those listed in tables on Pages 3 – 3.2 following. Services available in CLEC areas are available as packaged services only. Packages include certain Custom Calling and CLASS features as listed in Section 5 and 10. CLEC package also requires subscription to CLEC Long Distance service as listed on Section 8 Pages 1 & 2.

Note 3: All rates include EAS accounts shown on Section 4, pages 3 – 3.2 following.

Effective: 10-2-17

List of RDOF Census Blocks

Census IDs  
270414505001001  
271219701002028