

October 31, 2018

Daniel P. Wolf
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 Roseau Electric Cooperative, Inc. as an Eligible
Telecommunications Carrier (ETC)

Dear Mr. Wolf:

Enclosed via eFiling is the Original Filing, Summary of Filing, Petition for Designation as an Eligible Telecommunications Carrier (“Petition”), and Affidavit of Service in the above entitled Docket on behalf of Roseau Electric Cooperative, Inc.

Sincerely,

/s/ William VanderSluis

William VanderSluis
Consultant on behalf of Roseau Electric Cooperative, Inc.

cc: Tracey Stoll, Roseau Electric Cooperative

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

Nancy Lange
Dan Lipschultz
Matt Schuerger
John Tuma
Katie Siebin

Chair
Vice Chair
Commissioner
Commissioner
Commissioner

In the Matter of the Petition of Roseau Electric
Cooperative, Inc. for Designation as an Eligible
Telecommunications Carrier

MPUC Docket No.: _____

ORIGINAL FILING

Roseau Electric Cooperative, Inc. ("ROSEAU") requests the Minnesota Public Utilities Commission (the "Commission") for an order designating it as an "eligible telecommunications carrier" ("ETC") for the purposes of providing local services under the FCC's CAF II and Lifeline programs.

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 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:	Roseau Electric Cooperative, Inc. 1107 3rd Street N.E. Roseau, MN 56751
Date of Filing	October 31, 2018
Controlling Statute for Time in Processing the Filing	Minn. Rules pt. 7811.1400 , subp. 12

If additional information is required, please contact me at 651.621.8528.

/s/ *William VanderSluis*

William VanderSluis
Consultant on behalf of Roseau Electric Cooperative, Inc.

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

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In the Matter of the Petition of Roseau Electric
Cooperative, Inc. for Designation as an Eligible
Telecommunications Carrier

MPUC Docket No.: _____

SUMMARY OF FILING

Roseau Electric Cooperative, Inc. (ROSEAU) requests the Minnesota Public Utilities Commission (the "Commission") for an order designating it as an "Eligible Telecommunications Carrier" ("ETC") for the purposes of providing local services pursuant to the Lifeline program and for compliance with FCC regulations for receipt of Connect America Fund Phase II (CAF II) funding for areas in which ROSEAU has been designated as a winning bidder in Auction 903.

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

Nancy Lange	Chair
Dan Lipschultz	Vice Chair
Matt Schuerger	Commissioner
John Tuma	Commissioner
Katie Siebin	Commissioner

In the Matter of the Petition of Roseau Electric
Cooperative, Inc. for Designation as an Eligible
Telecommunications Carrier

MPUC Docket No.: _____

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

Roseau Electric Cooperative, Inc. (“ROSEAU”) hereby petitions the Minnesota Public Utilities Commission for designation as an ETC for the purpose of receiving support for service provided pursuant to the federal Lifeline program and for compliance with FCC regulations for receipt of Connect America Fund Phase II (CAF II) funding for areas in which ROSEAU has been designated as a winning bidder in Auction 903.

In support of its Petition, ROSEAU states as follows:

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

Roseau Electric Cooperative, Inc.
1107 3rd Street N.E.
Roseau, MN 56751

- B. The name and title of the officer or representative of ROSEAU authorizing this petition is Tracey Stoll, 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 for which designation is sought, the local exchange carrier and whether the local exchange carrier is a rural telephone company is set forth following:
1. The service area for which ROSEAU requests designation as an ETC:
CenturyTel of MN Exchanges: Roseau, Warroad

A map of the Proposed Service Area, and a map and list of the Census Blocks in which ROSEAU has committed to provide broadband and voice service is attached as [Exhibit 1](#).

2. ROSEAU believes this ILEC is not a rural carrier as defined under [47 USC § 153\(44\)](#).

E. ROSEAU's Petition for designation as an ETC for the Service Area 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:

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

1. ROSEAU's Regulatory Authority – ROSEAU is a power cooperative serving approximately 6,400 customers in Roseau, Marshall, Beltrami and Lake of the Woods Counties in northern Minnesota. Roseau's application for facility based and resale telecommunications authority is currently pending Commission review.
2. ROSEAU's Facilities and Commitment to Serve - ROSEAU will provide broadband and voice telephone using fiber-optic facilities. ROSEAU has committed to provide service to all customers in areas associated with CAF II funding. It will also provide service in additional areas at its discretion and to customers making a reasonable request for service. ROSEAU certifies that it will: (a) provide service on a timely basis to requesting customers within the Service Area where ROSEAU's network buildout is required for CAF II funding; and (b) provide service within a reasonable period of time, if the potential customer is within the Service Area but not passed by ROSEAU's current network facilities, if service can be provided at reasonable cost by constructing network facilities.
3. ROSEAU's Basic Universal Service Offering - ROSEAU will provide voice telephony in the Service Area. The services ROSEAU offers meet the Basic Local Service requirements under [Minn. Rule 7812.0600](#). ROSEAU has the ability and the intention to provide the voice telephony services required by [47 CFR § 54.101\(a\)](#)¹:
 - 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 consumers²

The Lifeline service offering will be made available throughout the Service Area upon its designation as an ETC. ROSEAU's tariffs address customer eligibility provisions and the availability of subsidies under the Lifeline program³ and the

¹ [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

²ROSEAU Local Exchange Tariff. (PROPOSED toll limitation reference)

³ ROSEAU Local Exchange Tariff (PROPOSED Lifeline Program reference)

Minnesota Telephone Assistance Plan⁴. The proposed sections of ROSEAU's tariff are attached as [Exhibit 2](#). ROSEAU is committed to providing the supported services throughout the Service Area to customers who make a request for such services. The local usage plans offered are comparable to those offered by the incumbent local exchange carriers. ROSEAU'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. ROSEAU's Advertising Plan - ROSEAU currently communicates with its members customers via a monthly newsletter as its primary communications channel. It also advertises services through several different channels of general distribution, including newspaper, and direct mail. ROSEAU will advertise the availability of its universal service telecommunications offering throughout the Service Area through these same advertising channels it currently employs. In addition, the availability of the offering throughout the Service Area will be listed continuously on ROSEAU's web site: <https://www.roseauelectric.coop/>. The service offering will also be published at least annually in the local newspaper and will be posted at the ROSEAU office in Roseau, MN.
5. ROSEAU's 5-Year Plan for Use of Universal Service Support - Under the FCC's rules associated with CAF II, ROSEAU will receive federal high cost support in exchange for its commitment to build out and provide service in 90 Census Blocks within the Service Area. ROSEAU would receive Lifeline support to the extent it serves customers eligible for that program.
6. ROSEAU's Ability to Remain Functional in Emergency Situations. ROSEAU's network will remain functional in emergency situations:

Commercial power outage: The central office serving ROSEAU'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 routed fiber optic ring, which if cut will be automatically rerouted.

ROSEAU will comply 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 ROSEAU Local Exchange Tariff (PROPOSED MN TAP reference)

7. ROSEAU's Satisfaction of Consumer Protection and Service Quality Standards – ROSEAU, is subject to, and will comply with, the Commission's Rules pertaining to service quality and consumer protection. ROSEAU's tariff will include specific provisions outlining the following terms addressing consumer protection issues:
- Deposit and guarantee requirements⁵
 - Customer Billing⁶
 - Appropriate handling of customer complaints and billing disputes⁷
 - Disconnection and notice requirements⁸

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

8. ROSEAU's Acknowledgement Regarding Equal Access – ROSEAU will provide equal access to long distance carriers within the Service Area.

DESIGNATING ROSEAU AS AN ETC IN THE SERVICE AREA WILL SERVE THE PUBLIC INTEREST

9. Public Interest - Designation of ROSEAU as an additional ETC in the Service Area is in the public interest, as determined under the standards of [47 CFR § 54.202\(c\)](#) and the Commission's Order issued October 31, 2005, in Docket No. P999/M-05-1169. Consumers will benefit from an increased choice in service providers, and there are unique advantages to ROSEAU's service offering.
10. Superior Service Offering - ROSEAU believes its service offerings are superior to that received by the ILECs' customers in the Service Area. ROSEAU plans to place fiber to the home, offering a technically superior network to that of the current ILEC.

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

11. Affordability – The local exchange services offered to ROSEAU's customers for universal service offerings are within the range of the ILEC's tariffed rates in the Service Area. ROSEAU's basic service offerings rates will be identified in its Local Exchange Services⁹ tariff.

⁵ ROSEAU Local Exchange Tariff, PROPOSED Deposit & Guarantee

⁶ ROSEAU Local Exchange Tariff, PROPOSED Customer Billing

⁷ ROSEAU Local Exchange Tariff, PROPOSED Customer complaint and billing disputes

⁸ ROSEAU Local Exchange Tariff, PROPOSED Disconnect and notice

⁹ ROSEAU Local Exchange Tariff, PROPOSED Rates

	CenturyTel of MN				ROSEAU			
	Business		Residence		Business		Residence	
Location	MRC	EAS Add.	MRC	EAS Add.	MRC	EAS Add.	MRC	EAS Add.
Roseau	37.00	2.33	24.95	0.95	30.00	0	20.00	0
Warroad	37.00	3.88	24.95	1.59	30.00	0	20.00	0

In addition, ROSEAU will provide the benefit of Lifeline discounts to qualifying subscribers.

12. Commitment to Service Quality - As noted in Paragraph E.7 above, ROSEAU has filed an application to become a certified CLEC in Minnesota, and will comply with, the Commission's Rules pertaining to service quality and consumer protection.
13. No Negative Impact on Universal Service Fund - As noted in Paragraph E.5 above, funding received by ROSEAU will be in conjunction with the FCC's CAF II reverse auction in which ROSEAU has committed to provide broadband service in exchange for budgeted CAF II funding.

ETC CERTIFICATION

14. Request for Certification - ROSEAU requests that the Commission certify its use of support effective as of the date of ROSEAU's ETC designation for the Service Area.
15. ROSEAU's Certification - In support of its certification request, ROSEAU hereby states that it will comply with FCC rules associated with CAF II support and Lifeline reimbursement

CONCLUSION


16. ROSEAU meets the requirements of both state and federal laws and regulations for designation as an Eligible Telecommunications Carrier in the requested Service Area. Pursuant to [47 USC § 214\(e\)](#), the Commission should designate ROSEAU as an Eligible Telecommunications Carrier for the Service Area. In so doing, the Commission will ensure that consumers in the 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 ROSEAU’s Petition is approved and it is designated as an ETC.


Wherefore, ROSEAU respectfully requests that the Commission:

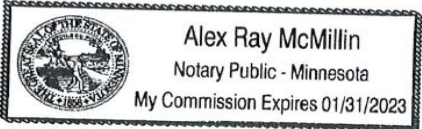
- A. Designate Roseau Electric Cooperative, Inc as an ETC for receipt of CAF II and Lifeline service support with respect to the Service Areas specified in this Petition;
- B. For such other and further relief as the Commission may deem just and reasonable.

VERIFICATION

The undersigned, Tracey Stoll, General Manager of Roseau Electric Cooperative, Inc., 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,
 Roseau Electric Cooperative, Inc.
 By: 
 Tracey Stoll
 General Manager

Subscribed and sworn to before me
 this 31 day of October

 Notary Public



AFFIDAVIT OF SERVICE

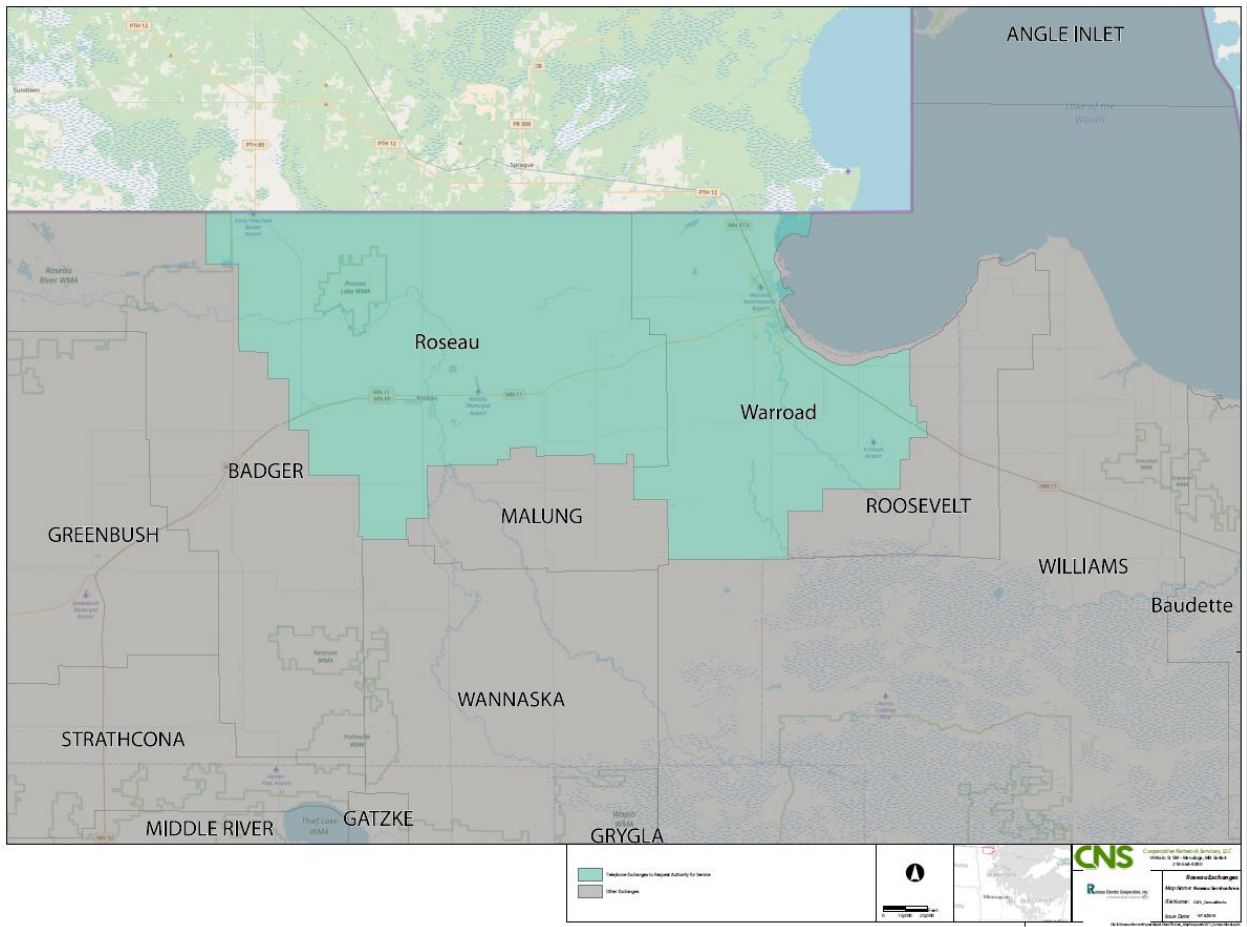
In the Matter of the Petition of Roseau Electric Cooperative, Inc. for Designation as an Eligible Telecommunications Carrier MPUC Docket No.: _____

I, William VanderSluis, state that on October 31, 2018, I caused copies of the attached Notice regarding the filing of Roseau Electric Cooperative, Inc’s application for designation as an Eligible Telecommunications Carrier to be filed using eService or mailed by United States first class mail postage prepaid thereon, to the following persons:

Dr. Dan Wolf (eFile) Executive Secretary	Linda Chavez (eFile) Minnesota Department of Commerce
Julie Anderson (eFile) Assistant Attorney General	Jason Topp (eFile) CenturyLink
	Tracey Stoll (eFile) Roseau Electric Cooperative, Inc.

Illustration of Proposed ETC Service Areas

**CenturyTel of MN Exchanges:
Roseau Exchange
Warroad Exchange**





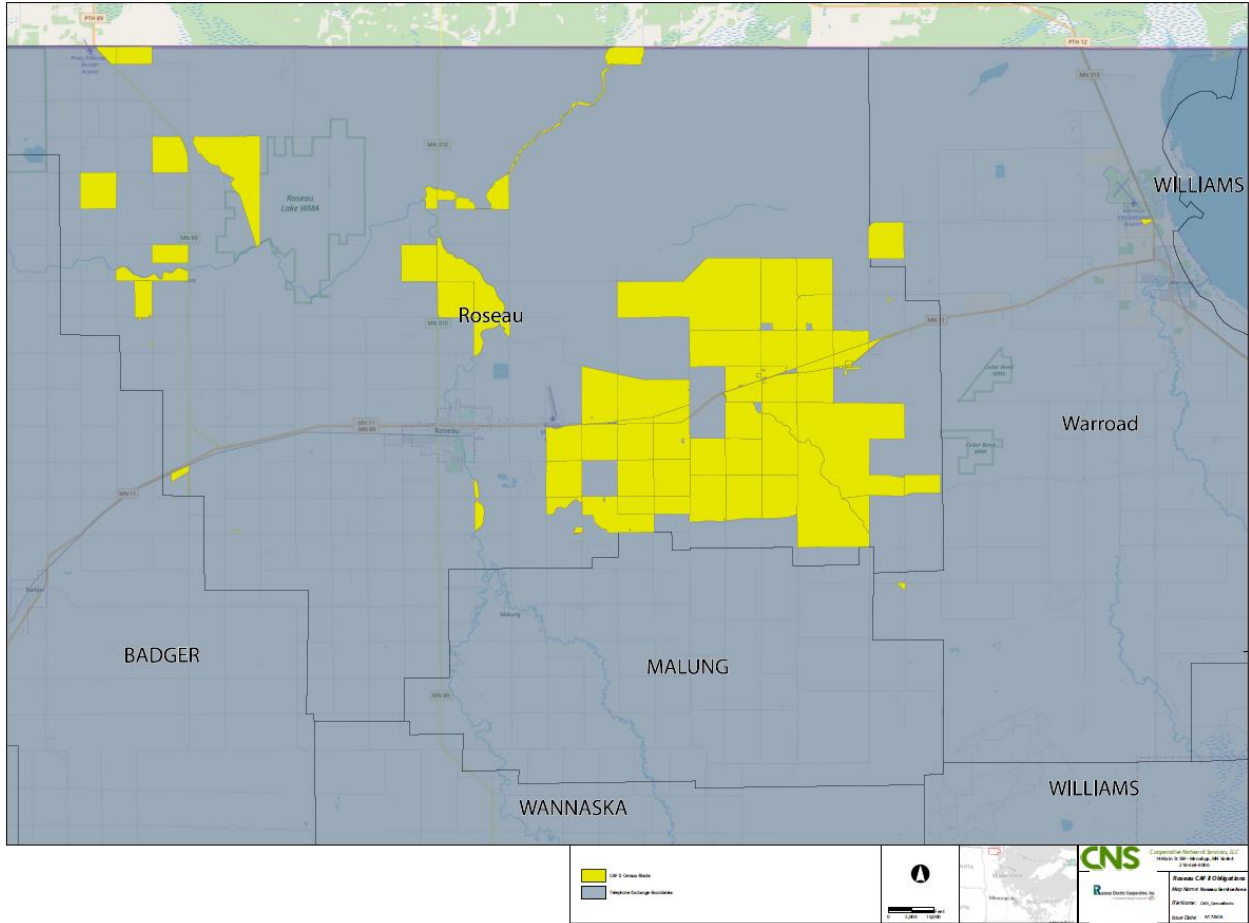


-  Telephone Exchanges to Request Authority for Service
-  Other Exchanges

Illustration of CAF II Census Blocks for Roseau Electric Cooperative



-  CAF II Census Blocks
-  Telephone Exchange Boundaries

Listing of CAF II Census Blocks for Roseau Electric Cooperative

271359701001021	271359702001001	271359703004003	271359704001012
271359701001024	271359702001006	271359703004004	271359704001017
271359701001026	271359702001010	271359703004005	271359704001018
271359701001027	271359702001019	271359703004006	271359704001019
271359701001030	271359702001046	271359703004030	271359704001020
271359701001034	271359702001055	271359703004035	271359704001021
271359701001079	271359702001113	271359703004039	271359704001022
271359701001143 ⁽¹⁾	271359702001122	271359703004041	271359704001023
271359701001152	271359702001126	271359703004042	271359704001024
271359701001155	271359702001127	271359703004043	271359704001025
271359701001162	271359702001128	271359703004044	271359704001026
271359701001163	271359702001289	271359703004047	271359704001027
271359701001164	271359702001312	271359703004048	271359704001029
271359701001165	271359702001423	271359703004050	271359704001040
271359701001166		271359703004070	271359704001041
271359701001167		271359703004072	271359704001043
271359701001171		271359703004119	271359704001044
271359701001172		271359703004122	271359704001061
271359701001176		271359703004123	271359704001062
271359701001181		271359703004125	271359704001064
271359701001183		271359703004126	271359704001069
271359701001187		271359703004127	271359704001072
271359701001189			271359704001073
271359701001190			271359704001074
271359701001201			271359704001081 ⁽¹⁾
			271359704001096
			271359704001097
			271359704001168
			271359704001169

Note 1: Blocks 271359701001143 and 271359704001081 are in Warroad exchange
All other blocks are in the Roseau exchange

The selected tariff pages following address:

- [Deposit and guarantee requirements](#)
- [Customer Billing](#)
- [Customer Complaints and Billing Disputes](#)
- [Disconnection and notice requirements](#)
- [Telephone Assistance Plan \(MN TAP\)](#)
- [Lifeline Service](#)
- [Basic Local Service Rates](#)

Deposits and guarantee requirements

ROSEAU ELECTRIC COOPERATIVE, INC.
ROSEAU, MINNESOTA

Section 2
Page 10

GENERAL REGULATIONS

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 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: 1-1-19

Customer Billing

ROSEAU ELECTRIC COOPERATIVE, INC.
ROSEAU, MINNESOTA

Section 2
Page 11

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: 1-1-19

Customer Complaint Billing Disputes

ROSEAU ELECTRIC COOPERATIVE, INC.
ROSEAU, 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:

1107 3rd St N.E.
Roseau, Minnesota, 56751
(218) 436-1543

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: 1-1-19

Disconnection Notice

ROSEAU ELECTRIC COOPERATIVE, INC.
ROSEAU, MINNESOTA

Section 3
Page 3

DEFINITIONS

DEMARICATION POINT - The point of connection, provided and maintained by the Telephone Company, at which the Telephone Company service and the property owner's or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Telephone Company and the subscriber or property owner, and is normally located near the point where the Telephone Company facilities enter the building or property, on the subscriber's side of the Company's optical network unit, or its equivalent.

The Telephone Company will provide a Demarcation Point for each residential structure having a separate ground level entrance. Residential structures sharing common walls, but not sharing common entrances or common space, such as hallways or basements, will have separate Demarcation Points.

Multitenant residential structures sharing common entrances or common space will have one Demarcation Point per structure. "Residential structure" does not include garages, barns, or other buildings situated on residential property but not intended for human habitation.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Telephone Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DISCONNECT NOTICE - The written notice sent to a customer following billing notifying the customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

DROP WIRE - That portion of a circuit between the pole line or cable distributing box and the demarcation point of the building in which the station or switchboard is located.

END USER - Any customer of telecommunications service that is not a carrier or a wholesaler. An "end user" carrier that can use a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

ENTRANCE FACILITIES - Facilities extending from the point of entrance on private property to the demarcation point of the premises in which service is furnished.

EXCHANGE - A basic geographical unit established for the administration of telephone service in a specified area, called the "Exchange Area," which usually embraces a city, town or village, and its environs. It may consist of one or more central offices, together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

Effective: 1-1-19

MN TAP

ROSEAU ELECTRIC COOPERATIVE, INC.
ROSEAU, MINNESOTA

Section 5
Page 36

GENERAL SERVICES

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 basic local residential exchange access service to qualifying low-income residential subscribers.

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 the subscribers Federal End User Common Line Charge. Any remaining Lifeline discount amount will then be applied against changes for the Subscribers local phone service.
- b. Federal Universal Service Fund End User Charge will not be billed to Lifeline customers.
- c. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
 - 1). Toll Restriction Service will be provided to Lifeline subscribers at no charge.
 - 2). Lifeline 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 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 subscribers will be applied first to local service charges and then to toll charges.

2. Eligibility Requirements

- a. Lifeline 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.
- 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 Program (SNAP) (fka Food Stamps)
 - Supplemental Security Income
 - Federal Public Housing Assistance or Section 8
 - Veterans Pension Benefit Program

Effective: 1-1-19

Lifeline Service

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ROSEAU, MINNESOTA

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GENERAL SERVICES

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

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:

- Bureau of Indian Affairs General Assistance
 - Tribally Administered Temporary Assistance for Needy Families
 - Head Start (only for those meeting its income qualifying standard)
 - National School Lunch Program's free lunch program
- 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 support will be discontinued. The customer 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.

Effective: 1-1-19

Lifeline Service (Continued)

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GENERAL SERVICES

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

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

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: 1-1-19

Basic Service Rates

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ROSEAU, MINNESOTA

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LOCAL EXCHANGE SERVICE

E. Rates

Class of Service

Monthly
Rates

BUSINESS:
One Party

\$ 30.00

RESIDENCE:
One Party

\$ 20.00

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

Extended Area Service (EAS) to additional communities as listed in this tariff is included in the rates above.

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Basic Service Rates (cont.)

ROSEAU ELECTRIC COOPERATIVE
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Page 3

LOCAL EXCHANGE SERVICE

Extended Area Service (EAS)

Exchange

EAS to Exchange

Roseau

Badger
Malun-Wannaska
Warroad

Warroad

Angle Inlet
Rosevelt
Roseau
Williams

Effective: 1-1-19