

# DyKEMA

DOCKET FILE COPY ORIGINAL

Dykema Gossett PLLC  
4000 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402

WWW.DYKEMA.COM

Tel: (612) 486-1900

**Shannon M. Heim**

Direct Dial: (612) 486-1586

Direct Fax: (855) 223-7059

Email: SHeim@dykema.com

ACCEPTED/FILED

JUL 1 2014

Federal Communications Commission  
Office of the Secretary

July 1, 2014

Via Hand Delivery

Ms. Marlene Dortch  
Federal Communications Commission  
445 12th Street SW  
Washington, D.C. 20554

Re: FCC Form 481 - High-Cost Support Information and Low-Income Support Information  
Pursuant to 47 C.F.R. §§ 54.313(a)-(g) and 54.422(a)

Dear Secretary Dortch:

Pursuant to 47 C.F.R. §§ 54.313(a)-(g) and 54.422(a) of the Federal Communication Commission's regulations, please find enclosed the FCC Form 481 for Cordova Telephone Cooperative, Inc. This form was also filed at the Regulatory Commission of Alaska (RCA) and USAC.

Cordova Telephone Cooperative, Inc. seeks confidential treatment for its financial information pursuant to the Protective Order, Connect America Fund, et al., WC Docket No. 10-90 et al., (Nov. 16, 2012). A redacted version is also being filed this date via the FCC's Electronic Comment Filing System. In addition, attached is a letter requesting confidential treatment under 47 C.F.R. §§ 0.457 and 0.459 of the initial § 54.202(a) Five-Year Service Quality Improvement Plan.

Please do not hesitate to contact me if you have any questions or I may be of any assistance.

Sincerely,

DYKEMA GOSSETT PLLC



Shannon M. Heim  
4000 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
Phone (612) 486-1586  
Fax: (855) 223-7059  
Email: sheim@dykema.com

SMHE/eb1

No. of Copies rec'd. 0+1  
List ASCDE

REDACTED - FOR PUBLIC INSPECTION



Dykema Gossett PLLC  
4000 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402

WWW.DYKEMA.COM

Tel: (612) 486-1900

**Shannon M. Heim**

Direct Dial: (612) 486-1586

Direct Fax: (855) 223-7059

Email: SHeim@dykema.com

ACCEPTED/FILED

JUL 1 2014

Federal Communications Commission  
Office of the Secretary

July 1, 2014

**Via Hand Delivery**

Ms. Marlene Dortch, Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, D.C. 20554

Re: FCC Form 481 - High-Cost Support Information and Low-Income Support Information  
Pursuant to 47 C.F.R. §§ 54.313(a)-(g) and 54.422(a)

Dear Ms. Dortch:

Pursuant to the Protective Order in *Connect America Fund, et al.*, WC Docket No. 10-90 *et al.* (Nov. 16, 2012) and 47 C.F.R. §§ 0.457 and 0.459, Cordova Telephone Cooperative, Inc., by its attorneys, hereby requests that certain materials and information be withheld from public inspection. Specifically, Cordova Telephone Cooperative, Inc. request confidential treatment of the Five-Year Service Quality Improvement Plan (the "Plan") attached to its Form 481 filing.

In support of its request for confidential treatment and pursuant to the requirements under 47 C.F.R. § 0.459(b), Cordova Telephone Cooperative, Inc. states the following:

1. *Identification of the specific information for which confidential treatment is sought.*

Cordova Telephone Cooperative, Inc. seeks confidential treatment of the Plan attached to the Form 481 filing accompanying this letter. The Plan contains sensitive financial information about Cordova Telephone Cooperative, Inc. as well as information about Cordova Telephone Cooperative, Inc.'s projected network improvements and upgrades for voice and broadband services during the period from 2015 through 2019.

2. *Identification of the Commission proceeding in which the information was submitted or description of the circumstances giving rise to the submission.*

The documents are being submitted as part of the annual Eligible Telecommunications Carrier ("ETC") Report (Form 481) mandated by 47 C.F.R. § 54.313.

Ms. Marlene Dortch, Secretary

July 1, 2014

Page 2

3. *Explanation of the degree to which the information is commercial or financial, or contains a trade secret or is privileged.*

The data described is highly confidential and sensitive commercial and financial information which constitutes trade secrets or sensitive commercial and financial information that would “customarily be guarded from competitors”<sup>1</sup> and is therefore exempted from mandatory disclosure under FOIA Exemption 4 and 47 C.F.R. § 0.457(d).<sup>2</sup>

4. *Explanation of the degree to which the information concerns a service that is subject to competition.*

The Plan relates to voice and broadband services provided by Cordova Telephone Cooperative, Inc. that are subject to competition from competitive local exchange carriers, cable television system operators, electric power utilities, fixed and mobile wireless service providers, and/or satellite carriers.

Specifically, the Plan sets forth in detail the services provided by Cordova Telephone Cooperative, Inc. over its existing network including location of customers, as well as planned network improvement and maintenance for 2015 through 2019, including project dates, populations impacted by the improvements and upgrades, and projected capital costs associated with maintaining the network. This information is competitively sensitive information related to the company’s existing network and planned upgrades and maintenance, and would benefit Cordova Telephone Cooperative, Inc.’s competitors if they were able to have access to this information.

5. *Explanation of how disclosure of the information could result in substantial competitive harm.*

Disclosure of the Plan is likely to result in substantial competitive harm to Cordova Telephone Cooperative, Inc. because the Plan could provide competitors with commercially sensitive insights related to Cordova Telephone Cooperative, Inc.’s operations, service offerings, and costs.

6. *Identification of any measures taken by the submitting party to prevent unauthorized disclosure.*

Cordova Telephone Cooperative, Inc. does not make the Plan or any of the information contained therein publically available in any way. The Plan is only made available to key

---

<sup>1</sup> 47 C.F.R. § 0.457(d)(2).

<sup>2</sup> 5 U.S.C. § 522(b)(4).

Ms. Marlene Dortch, Secretary

July 1, 2014

Page 3

employees with a direct need-to-know basis. This production has been completed by outside counsel.

7. *Identification of whether the information is available to the public and the extent of any previous disclosure of the information to third parties.*

Cordova Telephone Cooperative, Inc. does not make the Plan available to the public and it has not previously allowed disclosure of the Plan to third parties that are not otherwise bound by confidentiality obligations.

8. *Justification of the period during which the submitting party asserts that the material should not be available for public disclosure.*

The Plan should be treated as confidential for an indefinite period, as Cordova Telephone Cooperative, Inc. will always be subject to competition and the competitive harms associated with the disclosure of the Plan.

9. *Any other information that the party seeking confidential treatment believes may be useful in assessing whether its request for confidentiality should be granted.*

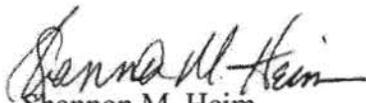
None.

In order to provide adequate protection from public disclosure, Cordova Telephone Cooperative, Inc. requests that the Commission strictly limit distribution of the Plan within the Commission on a "need to know" basis and not allow any distribution outside of the Commission. In the event that any person or entity outside of the Commission requests disclosure of the Plan, Cordova Telephone Cooperative, Inc. requests that it be so notified immediately so that it can oppose such request or take other action to safeguard its interests as it deems necessary and appropriate.

Please do not hesitate to contact me if you have any questions or I may be of any assistance.

Sincerely,

**DYKEMA GOSSETT PLLC**



Shannon M. Heim  
SMHE/ebf

<010> Study Area Code	613007
<015> Study Area Name	CORDOVA TEL COOP
<020> Program Year	2015
<030> Contact Name: Person USAC should contact with questions about this data	Lisa Koker
<035> Contact Telephone Number: Number of the person identified in data line <030>	9074242345 ext.138
<039> Contact Email Address: Email of the person identified in data line <030>	lisa@ctcak.net

**ACCEPTED/FILED**  
 JUL 1 2014

Federal Communications Commission  
 Office of the Secretary

**ANNUAL REPORTING FOR ALL CARRIERS**

	<b>54,313</b> Completion Required	<b>54,422</b> Completion Required
--	--------------------------------------	--------------------------------------

<100> Service Quality Improvement Reporting	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<200> Outage Reporting (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> ← check box if no outages to report		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<300> Unfulfilled Service Requests (voice)	0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<310> Detail on Attempts (voice)	(attach descriptive document)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<320> Unfulfilled Service Requests (broadband)	0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<330> Detail on Attempts (broadband)	(attach descriptive document)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<400> Number of Complaints per 1,000 customers (voice)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<410> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<420> Mobile	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<430> Number of Complaints per 1,000 customers (broadband)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<440> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<450> Mobile	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> 613007ak510.pdf	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> 613007ak610.pdf	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<710> Company Price Offerings (broadband)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<800> Operating Companies and Affiliates	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)?	(if yes, complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1000> Voice Services Rate Comparability	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1010> 613007ak1010.pdf	(attach descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)?	(if not, check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1110>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet**

<2000> Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<2005>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet**

<3000>	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<3005>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

REDACTED FOR PUBLIC INSPECTION

<b>(100) Service Quality Improvement Reporting Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
---	--

<010> Study Area Code	613007
<015> Study Area Name	CORDOVA TEL COOP
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035> Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext.138
<039> Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

<110> Has your company received its ETC certification from the FCC?	(yes / no) <input type="radio"/> <input checked="" type="radio"/>
If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input type="radio"/>

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

613007ak100.pdf

Name of Attached Document

Please check these boxes below to confirm that the attached documents(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How (USF) was used to improve service quality
- <116> How (USF) was used to improve service coverage
- <117> How (USF) was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.


REDACTED - FOR PUBLIC INSPECTION









**(900) Tribal Lands Reporting  
Data Collection Form**

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010> Study Area Code 613007  
 <015> Study Area Name CORDOVA TEL COOP  
 <020> Program Year 2015  
 <030> Contact Name - Person USAC should contact regarding this data Lisa Koker  
 <035> Contact Telephone Number - Number of person identified in data line <030> 9074242345 ext.138  
 <039> Contact Email Address - Email Address of person identified in data line <030> lisa@ctcak.net

<910> Tribal Land(s) on which ETC Serves

Cordova, Alaska

<920> Tribal Government Engagement Obligation

613007ak920.pdf

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select (Yes, No, NA)
Yes

Yes

REDACTED - FOR PUBLIC INSPECTION

<b>(1100) No Terrestrial Backhaul Reporting</b> <b>Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
--	--

<010>	Study Area Code	613007
<015>	Study Area Name	CORDOVA TEL COOP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035>	Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext.138
<039>	Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

<1120> Please check this box to confirm no terrestrial backhaul options exist within the supported area pursuant to § 54.313(G)

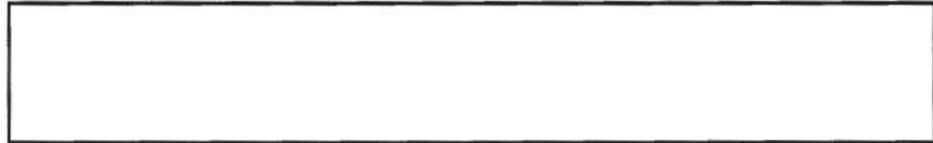
<1130> Please check this box to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(G)

REDACTED - FOR PUBLIC INSPECTION

<b>(1200) Terms and Condition for Lifeline Customers</b> <b>Lifeline</b> <b>Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
--	--

<010>	Study Area Code	613007
<015>	Study Area Name	CORDOVA TEL COOP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035>	Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext.138
<039>	Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

<1210> Terms & Conditions of Voice Telephony Lifeline Plans



Name of Attached Document

<1220> Link to Public Website

HTTP <http://www.ctcak.net/lifeline%20brochure.pdf>

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- <1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,
- <1222> Details on the number of minutes provided as part of the plan,
- <1223> Additional charges for toll calls, and rates for each such plan.

REDACTED - FOR PUBLIC INSPECTION

<b>(2000) Price Cap Carrier Additional Documentation</b> <b>Data Collection Form</b> <i>Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers</i>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
---	--

<010>	Study Area Code	613007
<015>	Study Area Name	CORDOVA TEL COOP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035>	Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext.138
<039>	Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

REDACTED - FOR PUBLIC INSPECTION

- Incremental Connect America Phase I reporting**
- <2010> 2nd Year Certification {47 CFR § 54.313(b)(1)}
- <2011> 3rd Year Certification {47 CFR § 54.313(b)(2)}
  
- Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}**
- <2012> 2013 Frozen Support Certification
- <2013> 2014 Frozen Support Certification
- <2014> 2015 Frozen Support Certification
- <2015> 2016 and future Frozen Support Certification
  
- Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}**
- <2016> Certification Support Used to Build Broadband
  
- Connect America Phase II Reporting {47 CFR § 54.313(e)}**
- <2017> 3rd year Broadband Service Certification
- <2018> 5th year Broadband Service Certification
- <2019> Interim Progress Certification
- <2020> Please check the box to confirm that the attached document(s), on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

<2021> Interim Progress Community Anchor Institutions

Name of Attached Document Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation

FCC Form 481

Data Collection Form

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010> Study Area Code	613007
<015> Study Area Name	CORDOVA TEL COOP
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035> Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext. 138
<039> Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3010) Progress Report on 5 Year Plan  
Milestone Certification (47 CFR § 54.313(f)(1)(i))

[Redacted box for document listing]

Name of Attached Document Listing Required Information

(3011) Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.

(3012) Community Anchor Institutions (47 CFR § 54.313(f)(1)(ii))

[Redacted box for document listing]

Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2))  
(3014) If yes, does your company file the RUS annual report

(Yes/No)  (Yes/No)

Please check these boxes to confirm that the attached document(s), on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

(3016) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation

613007ak3017.pdf

Name of Attached Document Listing Required Information

(3018) If the response is no on line 3014, Is your company audited?

(Yes/No)

If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021) Management letter issued by the independent certified public accountant that performed the company's financial audit.

If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,

(3023) Underlying information subjected to a review by an independent certified public accountant

(3024) Underlying information subjected to an officer certification.

(3025) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3026) Attach the worksheet listing required information

[Redacted box for document listing]

Name of Attached Document Listing Required Information

REDACTED - FOR PUBLIC INSPECTION

<b>Certification - Reporting Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
---	--

<010> Study Area Code	613007
<015> Study Area Name	CORDOVA TEL COOP
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035> Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext.138
<039> Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

**TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:**

<b>Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients</b>	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	CORDOVA TEL COOP
Signature of Authorized Officer:	CERTIFIED ONLINE <span style="float: right;">Date</span>
Printed name of Authorized Officer:	Paul Kelly
Title or position of Authorized Officer:	General Manager/ CEO
Telephone number of Authorized Officer:	9074242345 ext.111
Study Area Code of Reporting Carrier:	613007 <span style="float: right;">Filing Due Date for this form: 07/01/2014</span>
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

<b>Certification - Agent / Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
---	--

<010> Study Area Code	613007
<015> Study Area Name	CORDOVA TEL COOP
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	Lisa Koker
<035> Contact Telephone Number - Number of person identified in data line <030>	9074242345 ext. 138
<039> Contact Email Address - Email Address of person identified in data line <030>	lisa@ctcak.net

**TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:**

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent:	
Name of Reporting Carrier:	
Signature of Authorized Officer:	Date:
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer: ext.:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier:	
Name of Authorized Agent or Employee of Agent:	
Signature of Authorized Agent or Employee of Agent:	Date:
Printed name of Authorized Agent or Employee of Agent:	
Title or position of Authorized Agent or Employee of Agent:	
Telephone number of Authorized Agent or Employee of Agent: ext.:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

Attachments







**Cordova Telephone Cooperative**

*Statement Regarding Compliance with Service Quality Standards and Consumer Protection Rules*

47 CFR § 54.313(a)(5)

Form 481, Line 510

Cordova Telephone Cooperative (CTC) is an incumbent local exchange carrier operating in the state of Alaska, and is an eligible telecommunications carrier (ETC) designated by the Regulatory Commission of Alaska (RCA). As such, CTC is subject to the regulatory authority of the RCA and operates under the relevant RCA rules (Alaska Administrative Code) and laws of the state of Alaska.

CTC is subject to the service quality standards and consumer protection rules adopted by the RCA and that are applicable to ILECs in the state of Alaska. These rules are contained in, but are not limited to, 3 AAC 52.200 - 52.340, as adopted and enforced by the RCA.

CTC ensures compliance with all applicable service quality and consumer protection rules through RCA enforcement, which entails the operation of an effective customer complaint process. CTC, by rule, is required to respond to customer complaints and other service quality-related inquiries from the RCA in a reasonable time frame. CTC consistently meets or exceeds all RCA-adopted standards, and reports to this effect via all required RCA processes.

CTC's local tariff also addresses customer service quality and protection and is available for review in its business office. In addition, customers are notified of their rights under the RCA's quality of service and consumer protection rules by documentation provided at the initiation of service.

Finally, CTC has established internal procedures to ensure compliance with the Federal Communications Commission's Customer Proprietary Network Information (CPNI) rules that include, but are not limited to, periodic employee training and maintenance of written company CPNI procedures. CTC certifies its compliance with the Commission's CPNI rules by making annual filings as required in 47 CFR § 64.2009(e).

**Cordova Telephone Cooperative**

*Statement Regarding the Ability to Function in Emergency Situations*

47 CFR § 54.313(a)(6)

Form 481, Line 610

Cordova Telephone Cooperative (CTC) is an incumbent local exchange carrier operating in the state of Alaska, and is an eligible telecommunications carrier (ETC) designated by the Regulatory Commission of Alaska (RCA). As such, CTC is subject to the regulatory authority of the RCA and operates under the relevant RCA rules (Alaska Administrative Code) and laws of the state of Alaska.

CTC is subject to RCA rules regarding the ability to remain functional in emergency situations by (1) maintaining at least eight hours of backup power to ensure functionality without local alternating current (AC) commercial power, (2) establishing the ability to reroute traffic around damaged facilities and to manage traffic spikes resulting from emergency situations, and (3) establishing procedures for employees to follow in an emergency to prevent or minimize interruption or impairment of telecommunications services.

CTC has a number of portable generators capable of providing the required level of backup power, and that can be deployed as necessary to CTC's switching and remote sites. CTC's network is capable of rerouting traffic around damaged facilities, although this ability is not absolute and is weather dependent as most of its remote sites are accessible only by plane or helicopter. However, CTC follows all industry standard practices in ensuring its network remains functional during different types of emergency situations.

Cordova Telephone Cooperative, Inc.  
*Statement Regarding Voice Rate Comparability*  
47 C.F.R. § 54.313(a)(10)  
Form 481, Line 1010

Cordova Wireless Communications, LLC is an eligible telecommunications carrier (ETC) designated by the Regulatory Commission of Alaska (RCA). As such, Cordova Telephone Cooperative, Inc. is subject to the regulatory authority of the RCA and operates under the relevant rules and laws of the state of Alaska.

Cordova Wireless Communications, LLC hereby certifies that the pricing of its voice services is no more than two standard deviations above the national average urban rate for voice service, \$46.96, as specified in the March 20, 2014 Public Notice issued by the Wireline Competition Bureau of the Federal Communications Commission.

Cordova Wireless Communications LLC's residential voice service rates, including state fees and the federal subscriber line charge (SLC) are as follows.

Monthly rate for exchange 429 is \$26.51.

**Cordova Telephone Cooperative**  
*Five Year Plan*  
47 CFR § 54.313(a)(1)  
Form 481, Line 100

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]

■ [REDACTED]

**Cordova Telephone Cooperative**  
**Statement Regarding Compliance with Tribal Engagement Rules**  
**47 CFR § 54.313(a)(9)**  
**Form 481, Line 900**

Cordova Telephone Cooperative (CTC) is an incumbent local exchange carrier operating in the state of Alaska, and is an eligible telecommunications carrier (ETC) designated by the Regulatory Commission of Alaska (RCA). As such, CTC is subject to the regulatory authority of the RCA and operates under the relevant RCA rules (Alaska Administrative Code) and laws of the state of Alaska.

By Federal law passed by the United States Congress decades ago all of Alaska has been deemed and recognized as Native Lands for decades. All of our members in our small service area reside on native Lands. CTC does not discriminate in any way when serving the community of Cordova and therefore treats all people equally and all customers and businesses the same regardless of title, creed, religion, affiliation or needs. Each person in Cordova has access to exactly the same services as every other person in Cordova and within our service area. Our marketing efforts ensure that all businesses and individuals are well aware they can purchase all data transport, Life Line and Link Up or wireless or hardline services the same as their neighbors.

We reach out to all the Native people of our service area precisely as we would anyone else because we are all equal. Frankly we do not understand how these questions can legally be asked of Alaskan providers. Doing so is the same as accusing all of us of practicing discrimination of some form.

The Tribal areas served by CTC are: Cordova, Alaska.

In accordance with our current business practices, and those in effect prior to the adoption to the FCC's Tribal Engagement rules, CTC reached out to its Tribal villages on multiple occasions and engaged or attempted to engage with the applicable Alaska Native Village officials regarding the following topics:

- (1) A needs assessment and deployment planning with a focus on Alaska Native Village anchor institutions;
- (2) Feasibility and sustainability planning;
- (3) Marketing services in a culturally sensitive manner
- (4) Rights of way processes, land use permitting, facilities siting, environmental and cultural review processes; and
- (5) Compliance with Tribal business and licensing requirements.

CTC continues to support the Native Village of Eyak's Cordova Wind assessment project by donating space and power to the anometers located at two of our remote sites. See attached email.

Throughout 2013 CTC has visited the offices of Alaska Native Village officials in efforts to assess service needs and market its services in a culturally sensitive manner. Our outreach efforts included assistance in promoting the Native Village of Eyak's Eyak Language Workshop and the Eyak Preservation Council's Wild and Scenic event.

Finally, CTC has complied with two land lease agreement with the Native Village of Eyak since 2004 and 2006. Both leases address environmental and cultural considerations, as well as permitting, siting and rights of way. See attached copies of land leases.

----- Forwarded message -----

From: **Casey Pape** <[cpape@eyak-nsn.gov](mailto:cpape@eyak-nsn.gov)>

Date: Thu, Apr 25, 2013 at 9:36 AM

Subject: NVE and CTC collaboration on Wind Project\_Cordova Times Article

To: [cathy@ctcak.net](mailto:cathy@ctcak.net)

Cc: [lathycong@gmail.com](mailto:lathycong@gmail.com)

Morning Cathy,

Hope all is well. I cc'd your personal email as I wasn't sure if I used your correct CTC email address or not? As we have spoken earlier, Paul has asked that CTC be acknowledged for their contributions to the Cordova Wind Assessment project, sponsored by the DOE Tribal Energy Program.

If you have some time, perhaps we can get together and talk about putting something in the paper that satisfies this requirement? I am free most days with this coming Friday being the only foreseeable exception.

NVE is also trying to acknowledge [our] partnership via our news letter.

Thank you,

Casey Pape  
Alternative Energy Coordinator  
Native Village of Eyak  
PO Box 1388  
Cordova AK 99574

[cpape@eyak-nsn.gov](mailto:cpape@eyak-nsn.gov)  
(907)424-2234  
Fax: [907-424-7739](tel:907-424-7739)

----- Forwarded message -----

From: <[emily@redzone.org](mailto:emily@redzone.org)>  
Date: Tue, Aug 6, 2013 at 2:19 PM  
Subject: Jpg of Eyak Language Workshop  
To: Cathy Long <[cathy@ctcak.coop](mailto:cathy@ctcak.coop)>

Hi Cathy,

Please see the attached image of the scanner ad for the Eyak Culture Camp.

Thank you for putting this on the Cordova Facebook pages!

If you have any questions, please let me know.

Thanks!

Emily E. Stolarcyk  
Program Manager

Eyak Preservation Council  
PO Box 460  
Cordova, AK 99574  
[907.424.5890](tel:907.424.5890)  
[www.redzone.org](http://www.redzone.org)

# Eyak Language Workshop



**Friday August 9, 2013  
1:30 - 4:30pm  
Cordova Library/Museum  
Conference Room**

**FREE  
Drop in  
anytime**

*~ All ages are welcome! IAXiishuh ~*

**Please join us for a fun afternoon workshop of instruction in Eyak, Athabaskan Native language.**

**Eyak Speakers: Linguist & Professor Emeritus  
Dr. Michael Krauss, Guillaume Leduey  
and Eyak teaching specialist Roy Mitchell III,  
will lead this open workshop in conjunction  
with the Eyak Culture Camp.**

**FOR MORE INFO: EPC (907)424-5890 [eyak@redzone.org](mailto:eyak@redzone.org)**

----- Forwarded message -----

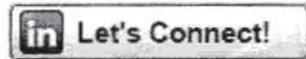
From: **Cathy Long** <[cathy@ctcak.coop](mailto:cathy@ctcak.coop)>  
Date: Fri, Aug 23, 2013 at 3:24 PM  
Subject: Re: Wild & Scenic Info for CDV Facebook  
To: [emily@redzone.org](mailto:emily@redzone.org)

I put it up on the biggest page I manage yesterday (Cordova Alaska) but I can put it on the Cordova Buzz and Cordova Classifieds and Cordova Chamber pages today.

## Cathy Long

### **Marketing & Public Relations Director**

Cordova Telephone Cooperative  
Cordova Wireless Communications  
[www.ctcak.net](http://www.ctcak.net) • [907-424-2300](tel:907-424-2300)



Save ink cartridges from going extinct! Don't print this email!

On Fri, Aug 23, 2013 at 3:19 PM, <[emily@redzone.org](mailto:emily@redzone.org)> wrote:  
HI!

Would you please put this up on the CDV facebook pages you manage? You don't have to use the attachment if you don't want to but it has all the info on there...and please mention the music at the after party!

See you soon!!

Emily E. Stolarcyk  
Program Manager

Eyak Preservation Council  
PO Box 460  
Cordova, AK 99574  
[907.424.5890](tel:907.424.5890)  
[www.redzone.org](http://www.redzone.org)



**FRIDAY**  
**AUGUST 23**  
**2013**  
**DOORS 6:30**  
**FILMS 7 PM**  
 (come anytime!)  
**CORDOVA**  
**JR./SR.**  
**HIGH SCHOOL**  
**GYMNASIUM**

an exciting evening of adventure and new outdoor & educational films in Cordova

- **LIVE MUSIC**
- **RAFFLE PRIZES & GIVEAWAYS**
- **AFTER PARTY AT THE RELUCTANT FISHERMAN!**

\$8 to \$12, Kids 10 & Under FREE

For tickets & more info:  
[www.redzone.org](http://www.redzone.org)  
 (907) 424-5890 or visit us at:  
 410 Main Street, Cordova

**EYAK**  
**PRESERVATION**  
**COUNCIL**

- THANKS TO OUR GENEROUS SPONSORS!**
- |                               |                                   |
|-------------------------------|-----------------------------------|
| AC Value Center               | GCI                               |
| Copper Valley Wireless        | Lynden Transport                  |
| GO North Cafe                 | Net Loft Handicrafts              |
| Laura's Liquor Shoppe         | Anonymous                         |
| LFS Marine Supplies           | Wilson Construction               |
| Nichols Back Door Store       | Ocean Beauty Seafoods             |
| First National Bank of Alaska | Powder House                      |
|                               | Copper River/PWS Marketing Assoc. |

**Raffle / Prizes • MC'd by Kat of the Super Saturated Sugar Strings • Music / Banjo Rion Schmidt & Katy**

## LEASE AGREEMENT

This Lease Agreement ("Lease"), entered into as of the 28<sup>th</sup> day of April, 2006, by and between THE EYAK CORPORATION ("Eyak"), an Alaska corporation, the address of which is P.O. Box 340, Cordova, Alaska 99574 (hereinafter "Lessor"), and the CORDOVA TELEPHONE COOPERATIVE, the address of which is PO Box 459, Cordova Alaska 99574 (hereinafter "Lessee").

### 1. Leased Lands.

Subject to the terms of this Lease, the Lessor does hereby Lease to the Lessee, and the Lessee does hereby Lease from the Lessor, the surface estate to the following described tracts of real property for the purposes herein set forth:

- a) A 1 acre parcel of Eyak Corporation land located within Section 16, T.17S., R.5W.; coordinates 60-23-32N, 146-06-22W(Nad 27).
- b) A 1,600ft cable corridor located within Section 16, T.17S., R.5W. of Eyak Corporation lands as shown on Exhibit A.

The above-described property shall be referred to as the "Leased Lands" and depicted on a map attached hereto as Exhibit "A".

### 2. RENTAL FEES.

(a) Land Rent. Beginning upon the execution of this Lease and terminating upon expiration of this Lease or upon earlier termination of this Lease pursuant to the terms hereof, the Lessee shall pay annually to Lessor rent in the amount of Three Thousand One Hundred Dollars (\$3,100.00) per year for the Leased Lands, plus applicable sales taxes, if any (the "Land Rent"). The Land Rent shall be paid annually in one installment of Three Thousand One Hundred Dollars(\$3,100.00), plus applicable sales taxes, beginning on the first day of May, 2006 or upon the date execution of this Lease (whichever is earlier) and continuing thereafter annually on the first (1st) day of May 2007 until expiration or termination of this Lease pursuant to the terms hereof.

(b) Breach. The failure of Lessee to deliver rental payments to the Lessor by the 1st day of May of each year in the amount stated in paragraphs (a) (as applicable) shall constitute a material breach of this Lease, and, upon the occurrence of which, the Lessor has the right to notify Lessee that this Lease is terminated.

(c) Rental Payments for Extended Term. Payments for the extended term set forth in Paragraph 4(b) below shall be the rent established in paragraph 2(a), payable as set forth herein, as adjusted annually during the term of the Extended Term for changes in the Consumer Price Index to offset the effects of inflation (2004 equals the base year).

3. ACKNOWLEDGMENT AND DISCLAIMER.

Lessee acknowledges that it has no legal or equitable interest in the surface estate of the Subject Lands or any portion thereof creating any right to title to these lands and that the issuance of the Lease does not create any interest other than the rights specifically granted by this Lease. The Lessee further acknowledges that no right or authority to enter upon and use lands other than those owned by Lessor and described herein shall be conferred by this Lease. Lessee takes this Lease subject to the reservations, terms, and conditions of title held by Lessor.

4. LEASE TERM.

a) Initial Term. The initial term of this Lease shall commence upon the 28<sup>th</sup> day of April, 2006, and end on the 28<sup>th</sup> day of April, 2009, unless earlier terminated pursuant to the terms hereof.

b) Extended Term. Upon expiration of this Lease, on the tract described above in paragraph 1, Lessee may extend the term of this lease for each of those individual tracts, for a single additional period of thirty (30) years upon giving the Lessor written notice of its election no later than six (6) months prior to the expiration of the initial term as herein provided. Lessor reserves the right to refuse any extension of the original lease term if the Leased Lands are not being used as part of Lessee's Commercial Recreational Activities.

(c) In all respects other than rental payments and the right of Lessor to approve an extension, the Extended Term shall be subject to the provisions of this Lease applicable during the initial term.

5. ACCESS.

Lessor shall have at all reasonable times access to the Leased Lands for purposes of inspecting the Leased Lands pursuant to paragraph 20 of this Lease and verifying compliance with the terms and conditions of this Lease. Lessee agrees that its operation will not unreasonably block or hinder Lessor's access to the Leased Lands.

6. USE OF LEASED LANDS.

a) Definitions. When used in this Lease:

The phrase "Commercial Activities" means for the Lessee to transfer by aircraft or motorized vehicle Lessee's agents, associated contractors, employees, invitees, and materials to the Leased Lands for the purposes of constructing, operating, and maintaining a communications site known as the Strawberry Point-Alaska Communications Site, to include the above ground cable installation; and for said personnel to engage in for profit pursuits solely of a non-consumptive nature. "Commercial Activities" does not include any other activity or use not of the kind and character described in the foregoing sentence.

b) Lessee shall utilize the Leased Lands solely in its operations relating to Commercial Activities on the Leased Lands. This Lease does not grant any right to use or to occupy lands other than the Leased Lands, or to engage in any activity on or use of the Leased Lands other than Commercial Activities. Lessee shall conduct all activities on the Leased Lands pursuant to the further terms of this Lease and in accordance with the provisions of the Plan of Operations attached hereto and by this reference made a part hereof. Lessee shall use and maintain the Leased Lands in a clean and workmanlike fashion.

7. EXCLUSIVITY.

This Lease grants Lessee exclusive use of Leased Lands for the use described in paragraph 6, above. Lessee acknowledges that uses or activities other than those specifically authorized in paragraph 6 above are strictly prohibited. Such prohibited uses shall constitute a material breach of this Lease. Lessor reserves the right to

Lease any other uses on the Leased Lands that will not unreasonably interfere with the uses granted herein.

8. ASSIGNMENT.

The rights and obligations of each party to this Lease may be assigned, in whole or in part, at any time, or from time to time, to a responsible third party capable of performing the obligations of the assigning party; provided, however, that any such assignee agrees in writing to be bound by all the terms of this Lease. Such assignment shall become effective only upon the consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment by one party shall be binding upon any other party unless said party consents and until written notice thereof is delivered to such non-assigning party. Subject to receipt of such consent and written agreement by the assignee, the assignor shall be relieved from any future obligations arising or accruing under this Lease. However, the assignor shall remain liable for all obligations accruing or arising prior to such assignment.

This Lease and all its terms shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. IMPROVEMENTS

(a) Obligation to Remove. Lessee shall have the right to place only such improvements upon the Leased Lands as are reasonably related to the Lessee's Commercial Activities. Prior to the termination of this Lease, Lessee shall vacate the Leased Lands and Lessee shall be obligated during such term to remove from the Leased Lands all debris, equipment, materials, improvements, chemicals, goods, supplies, wastes, Hazardous Substances, buildings, structures, and any other items or improvements placed thereon by Lessee. Lessee shall also reclaim the Leased Lands prior to expiration of this Lease. Such reclamation shall include, without limitation, the stabilization, reshaping, recontouring and revegetation (where such revegetation is reasonably practicable) of all lands affected by Lessee's operations, the proper close-out of any septic or waste water system, the elimination of any unsafe conditions, re-establishment of any stream channels and natural drainage affected by Lessee's operations, and compliance with all applicable laws and permits (including without limitation reclamation and environmental or hazardous waste laws and regulations and requirements contained in any permit obtained by Lessee). Lessee's

obligation to perform such reclamation shall accrue when the lands are improved, occupied, or disturbed, and shall survive the termination of this Lease. In the event or failure of Lessee to vacate and restore the Leased Lands in full compliance with this paragraph 9, Lessor may have any substances or improvements removed at Lessee's expense and the Land restored and/or remediated and collect damages for trespass from Lessee. Lessee's obligation to continue making its rental payments pursuant to paragraph 2, its obligation to indemnify Lessor pursuant to paragraph 18, to provide insurance pursuant to paragraph 19, and to pay taxes pursuant to paragraph 10, shall continue until such removal is effected and all the Leased Lands are reasonably reclaimed and restored.

(b) Notice of Excuse of Obligation to Remove. Notwithstanding the provisions of paragraph 9(a) above, if the Lessor so notifies the Lessee in writing within (90) ninety days of termination of this Lease, Lessee shall be relieved of its obligation to remove with reference to the specific items enumerated in said notice. Notwithstanding the receipt of such notice, Lessee shall have the right to so remove for a period of (6) six months after said termination. Any such equipment, materials, chemicals, goods, supplies, wastes, buildings, structures and other items or improvements (i) as to which Lessor gives express written notice under this paragraph 9 and (ii) which are not removed by Lessee within said six months period shall become and remain the property of Lessor. As to all other such materials, chemicals, goods, supplies, wastes, buildings, structures and other items or improvements as to which Lessor has not given express written notice under paragraph 9(b), Lessee shall remain obligated to remove them and Lessor may make or contract to be made full restoration of the Leased Lands and Lessee shall be liable for all costs incurred by Lessor by virtue of said restoration.

#### 10. TAXES AND ASSESSMENTS.

Except as otherwise provided for in this Section, Lessee shall be responsible for and shall promptly pay all real property taxes and assessments levied by any governmental entity on the Leased Lands and which taxes are occasioned by or arise as a result of Lessee's operations or improvements thereon. Any such taxes and assessments shall be prorated in a fair and equitable manner as may be appropriate.

Lessee shall not be liable for any tax based upon the value of improvements, structures, or personal property

hereafter made or placed on the Leased Lands unless made or placed, caused to be made or placed, or used thereon by Lessee.

Lessor shall deliver to Lessee any and all governmental notices relating to such taxes and assessments (including, without limitation, assessment notices) promptly after receipt thereof by Lessor. Lessee shall have the right, but not the obligation, to contest the amount of validity of any such taxes and assessments, and may make payment under protest of all or any portion thereof in good faith in appropriate administrative or judicial proceedings. In the event of any such contest, Lessor shall cooperate fully with Lessee, and shall execute any and all documents reasonably necessary to permit Lessee to pursue such contest. Lessee shall not Lease or suffer the Leased Lands, or part thereof to be conveyed, or Lessor's title thereto to be lost, as the result of nonpayment of any such tax or assessment for which Lessee is responsible. Lessee shall furnish Lessor duplicate receipts for all such taxes and assessments when paid.

Lessee shall reimburse Lessor for any payments, whether denoted as a tax assessment, or other levy, which Lessee is obligated to pay pursuant to the terms of this Lease.

#### 11. LAWS AND REGULATIONS.

Notwithstanding any other provisions contained herein to the contrary: Lessee shall conduct all operations authorized thereunder in compliance with all applicable state, federal, and local laws and regulations and permits, and shall hold Lessor harmless from any cost, claim, liability, or loss arising from any failure to do so; Lessee shall be responsible for obtaining and shall bear the cost of any government or other Leases or permits; Lessee shall provide Lessor with copies of all Leases, permits and/or licenses obtained in order to undertake the activities associated with this Lease and all notices issued to or by any agency. Consistent with the further terms hereof, Lessor shall reasonably cooperate as may be required in providing concurrence or authorization to obtain permits necessary for Lessee's operations within the Lease area, to the extent authorized in this Lease.

#### 12. ENVIRONMENTAL PROTECTION AND SAFETY

##### (a) No Hazardous Substances or Materials.

##### (i) Definitions. When used in this Lease:

Cordova Telephone Cooperative Lease

Page 6

"Environmental Contamination" means pollution resulting from the "release" (as that term is defined in AS 46.03.826) of a "Hazardous Substance."

"Hazardous Substances" means any hazardous substances or materials (as defined in Alaska Statutes 46.03.826 and 46.08.900 and in 42 U.S.C.A. § 9601-9657 (CERCLA) and in 40 C.F.R. U.S.C. § 302, as such statutes and regulations may be amended from time to time) and any hazardous and toxic substance, material or waste that is or becomes regulated by any governmental authority. "Hazardous Substance" includes, without limitation, hydrocarbon fuel such as diesel oil and gasoline, and lubricating oil.

(ii) No Hazardous Substances. Lessee shall not cause or permit to be brought upon, stored or used on or about the Leased Lands by Lessee, its agents, employees, contractors or invitees any Hazardous Substances without the prior written consent of Lessor, which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Substances are reasonably necessary to Lessee's Operations and will be used, kept, and stored in a manner that complies with all Laws regulating any such Hazardous Substances so brought upon, used or kept in or about the Leased Lands. Lessee shall comply, at a minimum, with the applicable requirements of any law of regulation, however, compliance with the requirements of any law or regulation, nor Lessor's consent shall constitute waiver of any rights Lessor possesses, including (a) to seek damages from Lessee resulting from any release, (b) to require cleanup of any release by Lessee, and (c) to require Lessee to indemnify, defend and insure Lessor. Lessor shall not dispose of any Hazardous Substances on the Leased Lands.

(iii) Fuel Storage, Fueling, and Maintenance. Notwithstanding the provisions of Subparagraph (ii) above, Lessee may bring upon the Leased Lands, store and use fuel, hydraulic oil, and lubricating oil only during the term of this Lease to the extent it is transported, used, stored, and disposed of in a manner that strictly complies with all Laws regulating its use, storage, and disposal, and the further terms of this Lease. Lessor shall not dispose of any Hazardous Substances (including fuel, hydraulic oil, and lubricating oil) on the Leased Lands. Lessee shall maintain and use to the maximum feasible extent centralized fuel storage, refueling and maintenance facilities (including facilities for the collection of waste oil) inspected and approved by the Alaska Department of Environmental

Conservation. All fuel storage, fuel transportation, fuel transfer and refueling, and vehicle maintenance (including waste oil collection) shall be conducted over an impermeable barrier or in the presence of sorbent materials.

(iv) Immediate Cleanup of Environmental Contamination. Lessee shall immediately notify Lessor and the Alaska Department of Environmental Conservation of any Environmental Contamination, and Lessee shall immediately take all actions at its sole expense, as are necessary to contain and cleanup Environmental Contamination in a manner consistent with the requirements of law. Without limiting the foregoing, if the presence of any Hazardous Substances on the Leased Lands caused or permitted by Lessee results in any Environmental Contamination of the Leased Lands, Lessee shall promptly take all actions at its sole expense as are necessary to return such areas to the condition existing prior to the introduction of any such Hazardous Substances to the Leased Lands, provided that Lessor's approval of such action shall first be obtained. Such approval shall not be unreasonably withheld, so long as such actions would not potentially have any material adverse short- or long-term effect on the Leased Lands.

(v) Effect of Breach. Without limitation to any other provision of this Lease any breach of this Paragraph shall be considered to be a material breach of this Lease, for which Lessor may immediately terminate this Lease.

(b) Timber. Lessee may cut and remove only that live timber that is necessary for the clearing of space for improvements authorized under this Lease. Lessee may not cut and remove any live trees as part of a commercial logging operation, or for trade or barter. Lessee shall cut timber in a manner incorporating reasonable cutting and yarding specifications of Lessor, and at Lessor's request, Lessee shall make available cut timber cost-free to Lessor.

(c) Artifacts. Lessee shall not tamper with, interfere with, or remove any artifacts that might be discovered during the course of Lessee's activities, which discovery shall be immediately reported to Lessor. Upon discovery, Lessee shall take reasonable measures to investigate and mitigate potential damage to the artifacts.

(d) Removal of Refuse. Lessee shall dispose of all refuse resulting from its use of the Leased Lands (including but not limited to camp waste, lumber, debris, junk, junk machinery, garbage, and debris of any kind) by carrying out all materials that are not consumed on the Leased Lands.

(e) No Discharge. No waste or by-products shall be discharged on or in the Leased Lands or waters contained therein if such waste contains any hazardous substance in concentrations that will result in harm to fish, wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water that would result in harm to fish wildlife, or human water supplies. Lessee shall take all reasonable steps to avoid the contamination of surface or subsurface waters by contact with sediment, debris, machinery or Hazardous Substances, and Lessee shall ensure that its operations are in compliance with all applicable federal and State of Alaska statutes and regulations governing surface and ground water contamination.

(f) Sewage and Water Facilities. Lessee shall assure that all on-site sewage and water systems shall conform to the statutes and regulations of the State of Alaska or of any other governmental agency having jurisdiction over same.

### 13. LIENS.

Lessee shall be solely responsible for paying for all labor performed upon or materials furnished to the Lands at the request of Lessee. Lessee shall keep the Lands free and clear of any and all mechanic's, mining, labor, or materialmen's liens arising from the performance of labor upon or the furnishing of materials to the Lands. Lessee may contest the validity of any such lien that may be filed after providing reasonable security to Lessor. Lessee shall notify Lessor prior to initiating any construction on the Premises. Failure to notify Lessor shall be considered a material breach of this Lease. Lessee shall post notices of non-responsibility pursuant to AS 34.35.065 and, if applicable, AS 34.35.150. A sample of such notice is attached hereto as Exhibit B.

### 14. FIRE PREVENTION AND SUPPRESSION.

(a) Lessee shall take all reasonable precautions to prevent wildland fires. If a wildland fire is started, Lessee shall immediately report it to the appropriate officials of the United States Forest Service Cordova Ranger District and Lessor, and shall make every diligent effort to immediately suppress it.

(b) Lessee shall conduct its operations on the Leased Lands in compliance with all applicable laws and regulations. This includes suitable fire planning and maintaining adequate equipment to suppress promptly any fire that may occur on the Leased Lands.

(c) While this Lease is in effect, Lessee shall independently make every reasonable effort to prevent and suppress forest fires in the Leased Lands and in its vicinity, and shall require its employees, contractors, and employees of contractors to do likewise. Unless otherwise required hereby, or prevented by circumstances over which Lessee has no control, Lessee shall place its equipment, employees, contractors, and employees of contractors at the disposal of any authorized government employee for the purpose of fighting forest fires on or near said land. Lessor shall have no obligation to replace trees damaged or destroyed by fire. In the event Lessee or a subcontractor causes a fire, the cost of fire suppression shall be borne by Lessee.

15. DAMAGES.

Lessee shall exercise due diligence in protecting the Leased Lands owned by Lessor from damages caused by activities under this Lease.

16. CONDITIONS OF LEASED LANDS NOT WARRANTED.

Lessor does not warrant or represent that the Leased Lands are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this Lease, including without limitation for the landing of aircraft, the conduct of tourist business and hiking, and other related activities.

17. REPRESENTATIONS AND WARRANTIES.

(a) Organization and Standing of Lessee. Lessee hereby represents and warrants that it is a domestic Alaska co-operative duly organized, validly existing, and in good standing under the laws of Alaska and has full co-operative power to carry on its business as now conducted by it; that it is fully qualified and licensed under the laws of the State of Alaska to engage in its business; and that this Lease is valid, binding and enforceable, in accordance with its terms, upon Lessee; and that the person executing this Lease on its behalf is duly authorized to do so.

(b) Lessor's Warranties. Lessor hereby represents and warrants that it is a domestic Alaskan corporation duly organized, validly existing, and in good standing under the laws of Alaska and has full corporative power to carry on its business as now conducted by it; that it is fully qualified and licensed under the laws of the State of Alaska to engage in its business; and that this Lease is valid, binding and enforceable, in accordance with its terms, upon Lessee; and that the person executing this Lease on its behalf is duly authorized to do so. Lessor further hereby warrants that it is vested with title to the surface estate of the Leased Lands, to the extent conveyed to it pursuant to ANCSA (as such title and rights may have been modified by the transaction between Lessor and the State of Alaska and the United States acting through the Exxon Valdez Oil Spill Trustees Council), and that there are no claims, liens, Leases, encumbrances, or charges affecting such lands arising by, through or under Lessor, but not otherwise.

#### 18. INDEMNIFICATION

(a) General. Lessee will at all times fully protect, defend, indemnify and save Lessor, its assigns or successors-in-interest, harmless from and against all actions, claims, losses, expenses, including attorney's fees, suits, liabilities, property damage, or personal injury of any kind resulting from or arising out of or incident to or in connection with any act or omission by Lessee, its agents, employees, contractors or invitees (or the agents, employees, or invitees of Lessee's contractors.) resulting from or arising out of or incident to or connection in any way with the Lessee's use or occupancy for the Leased Lands, or the exercise of any of the privileges herein granted.

(b) Environmental Indemnity. Without limiting the generality of the foregoing subparagraph (a), Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the term of this Lease of Hazardous Substances on the Leased Lands in violation of the terms of this Lease, including, without limitation, Lessor's costs incurred in connection with any investigation of environmental or other site conditions or any cleanup, remedial removal, or restoration work due to Hazardous Substances.

#### 19. INSURANCE.

(a) Upon the execution of this Lease, Lessee must submit a certificate of insurance acceptable to Lessor (including a deductible acceptable to Lessor) that it has provided, and shall maintain, insurance with an insurance company qualified to do business in Alaska for the duration of the Agreement as required by law, including a provision for a thirty (30) day advance notification to Lessor in the event of cancellation or any material change in the coverage of the insurance. Lessor shall be named as additional insured. Said policy will include a waiver of all rights of subrogation by the insurer against Lessor. The coverage shall in no case be less than the following limits:

Comprehensive General Liability Coverage Limits (\$500,000 per occurrence, \$1,000,000 aggregate; and shall name The Eyak Corporation and The Chugach Alaska Corporation as additional insured; such limits shall be increased for changes in the Consumer Price Index to offset the effects of inflation (2004 equals the base year) after the second year of the initial term of this lease, and upon initiation of the Extended Term, and after the fifth year of the Extended Term):

- a. Premises operations
- b. Independent Contractors
- c. Board form property
- d. Personal injury

(b) No helicopter access, all terrain vehicle access, or motorized access shall be allowed under this Lease until Lessor has approved the insurance coverages of Lessee for such activities and further until Lessor has been provided with certificates evidencing such coverage in the amounts and coverages set forth above.

(c) Lessee and its subcontractors shall abide by and comply with all provisions of the Alaska Workers' Compensation Act, and other industrial insurance laws of the State of Alaska, and shall make all payments, contributions and other remittances and all reports, returns and statements required of employers under said laws. Lessee agrees to indemnify and hold harmless Lessor, against any costs, loss, liability, obligation or lien which may arise as a consequence of or which may grow out of any failure of Lessee or any such subcontractor or person to fully comply with said laws. Lessee agrees to immediately qualify and insure its liability, and shall require its subcontractors to qualify and insure their liability according to the coverage set forth above, and to remain so qualified and so insured for the term of this Lease as employers under such law.

20. INSPECTIONS.

Lessor, by and through its officers, agents, employees and/or representatives, reserves the right to inspect the activities of Lessee at any reasonable time while on the Leased Lands with or without advance notice. The presence or absence of Lessor's inspector shall not release Lessee of any liability as specified herein.

21. RELATIONSHIP OF PARTIES.

Lessee shall have no authority to act for Lessor in any manner or to create any liability or obligation binding upon Lessor.

22. TERMINATION.

Lessee shall have the right to terminate this Lease at any time upon sixty (60) days or more written notice to Lessor, specifying such termination date. In the event Lessee fails to provide Lessor sixty (60) days prior notice of termination pursuant to this paragraph, Lessee shall pay to Lessor a sum equal to one (1) year's rental due under this Lease in the year termination occurs, not as penalty, but as liquidated damages. All obligations of the parties arising or vesting prior to such termination shall survive, including, without limitation, all environmental, indemnity, and reclamation obligations.

23. BREACH

(a) The failure of Lessee to keep or perform any obligations on its part to be kept or performed according to the terms or provisions of this Lease (other than the payment of rent, which shall be subject to the provisions of Paragraph 2(b) above) shall, at the election of Lessor, constitute a breach of this Lease unless cured as hereinafter provided. The failure of Lessor to keep or perform any obligations on its part to be kept or performed according to the terms and provisions of this Lease shall, at the election of Lessee, constitute a breach of this Lease unless cured as hereinafter provided.

(b) In the event of any breach other than nonpayment or underpayment of rent, the non-defaulting party shall first deliver to defaulting party written notice thereof (indicating with reasonable particularity the nature of the breach). The defaulting party shall have a reasonable time under the circumstances (which in any event shall not

be less than 30 days after delivery of such notice) in which to cure any such breach.

(c) In the event the non-defaulting party terminates this Lease, on account of a material breach, the parties hereto shall be relieved of all further rights, obligations, and liabilities hereunder except for obligations and liabilities already accrued as of the date of termination.

(d) This Paragraph 23 shall not be construed to limit in any way a party's right to recover damages caused by any breach, whether material or non-material.

#### 24. EMPLOYMENT

Lessor is an Alaska Native Village Corporation, organized pursuant to the Alaska Native Claims Settlement Act, as amended. It is an important goal of the Lessor to maximize employment opportunities for the Lessor's Native Alaskan shareholders. Lessee shall use its reasonable efforts to inform Lessor of employment opportunities for Lessor's shareholders and hire for employment qualified and available shareholders of Lessor to carry on Lessee's operations on the Leased Lands where it is reasonably and consistent with good business practices feasible to do so.

#### 25. NOTICE

(a) All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered personally or upon receipt if mailed by certified or registered mail, return receipt requested with postage prepaid as follows:

##### If to Lessor:

The Eyak Corporation  
P.O. Box 340  
Cordova, Alaska 99574  
Attn: President, Board of Directors

##### If to Lessee:

The Cordova Telephone Cooperative  
PO Box 459  
Cordova, AK 99574  
Attn: Paul Kelly, General Manager/CEO

(b) The address to which a party desires the notices and other documents to be delivered may be changed at any time by giving notice thereof to other parties in the manner contemplated above.

26. ATTORNEY'S FEES.

In the event any party shall bring any action or proceeding under this Lease or to enforce any provision of this Lease, or to terminate this Lease, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred by it.

27. GENERAL PROVISIONS

(a) United States Currency. All references to dollars in this Lease refer to United States currency.

(b) Time. Time is of the essence of this Lease.

(c) Waiver. The failure of any party to insist upon the strict performance of any provision of this Lease or to exercise any right, power, or remedy consequent upon a breach thereof shall not constitute a waiver by said party of any such provision, breach, or subsequent breach of the same or any other provision.

(d) Remedies. Except as otherwise provided in this Lease, the parties shall be entitled to any and all remedies provided by law.

(e) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a single Lease. This Lease shall not become binding upon any party unless and until all parties have executed at least one counterpart of this Lease.

(f) Further Actions. The parties hereby agree to take any and all actions and execute, acknowledge, and deliver any and all documents reasonably necessary to effect the purposes of this Lease.

(g) Modification of Lease. This Lease may be modified only by a document in writing executed by all of the parties hereto.

(h) Entire Lease. This Lease embodies the entire agreement and understanding between the parties and

supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

(i) Law Governing; Venue and Exclusive Forum.

This Lease shall be interpreted and construed in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska. Any legal proceedings under this Lease shall be brought solely in the Superior Court for the State of Alaska, Third Judicial District, in Anchorage, Alaska.

(j) Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

(k) Binding Effect. The rights, obligations, and liabilities set forth in or arising under this Lease shall extend to, be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

(l) Paragraph Headings. The descriptive paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation or construction of this Lease.

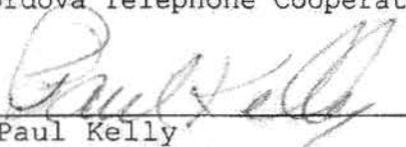
(m) Interpretation of the Lease. This Lease is the result of arm's-length negotiation and accordingly shall not be construed against the drafting party.

EXECUTED this 28th day of April, 2006.

LESSEE:

The Cordova Telephone Cooperative

By:

  
Paul Kelly  
Gen Manager/CEO

LESSOR:

THE EYAK CORPORATION

By:

  
Daniel L. McDaniel  
Lands Manager

STATE OF Alaska )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY that on the 28th day of April, 2006, before me, the undersigned, a Notary public in and for Alaska, personally appeared **Paul Kelly** and acknowledged to me that he is the General Manager for the **Cordova Telephone Cooperative**, the Cordova Telephone Cooperative named in the foregoing Lease, and he acknowledged to me that he signed the same on behalf of Cordova Telephone Cooperative for the uses and purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal on the date and year in this certificate first



Jacqueline Rose  
Notary Public in and for Alaska  
My commission expires: 4-17-2008

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 28th day of April, 2006, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Daniel L. McDaniel**, who acknowledged to me that he is the Lands Manager of **THE EYAK CORPORATION**, the corporation named in the foregoing Lease, and he acknowledged to me that he signed the same on behalf of THE EYAK CORPORATION for the uses and purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal on the date and year in this certificate first above written.



Jacqueline L Rose  
Notary Public in and for Alaska  
My commission expires: 4-17-2008

LIST OF EXHIBITS

- EXHIBIT A            MAP OR DIAGRAM OF LEASED LANDS
- EXHIBIT B            AFFIDAVIT OF POSTING OF NOTICE OF NON-  
                             RESPONSIBILITY

Cordova Telephone Cooperative Lease April 28, 2006

EXHIBIT A

MAP OR DIAGRAM OF LEASED LANDS

[RESERVED]

EXHIBIT B

**AFFIDAVIT OF POSTING OF  
NOTICE OF NON-RESPONSIBILITY**  
Pursuant to AS 34.35.065

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

\_\_\_\_\_, being first duly sworn on oath  
deposes and states:

1. I am a resident of Cordova, Alaska and at least  
eighteen years of age. I have personal knowledge of the  
matters stated herein.

2. On \_\_\_\_\_, I personally witnessed the  
posting of a Notice of Non-Responsibility, a true and  
correct copy of which is attached hereto as Attachment 1, by  
\_\_\_\_\_ of The Eyak Corporation, on  
\_\_\_\_\_ located on lands described as

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, located in the Cordova Recording  
District.

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ in  
Cordova, Alaska, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public for Alaska  
My commission expires: \_\_\_\_\_

Exhibit C  
Page 2

REDACTED - FOR PUBLIC INSPECTION

Attachment 1

NOTICE OF NON-RESPONSIBILITY  
PURSUANT TO AS 34.35.065

Pursuant to AS 34.35.065, The Eyak Corporation, as owner of the underlying fee surface estate of these lands, the legal description of which is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Lands"), Cordova Recording District, which Lands have been Leased by The Eyak Corporation to \_\_\_\_\_, hereby posts notice to all this \_\_\_\_\_ day of \_\_\_\_\_, 2006, that The Eyak Corporation is not and will not be responsible for any construction, alteration, or repair of any building or improvement on said Lands, or any costs, expenses, or charges arising from or related to such.

THE EYAK CORPORATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, at Cordova, Alaska, by \_\_\_\_\_, the \_\_\_\_\_ of The Eyak Corporation, an Alaska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
My commission expires: \_\_\_\_\_

Exhibit E  
Page 1

REDACTED - FOR PUBLIC INSPECTION



# Eyak Resources, LLC

PO Box 340  
Cordova, AK 99574

# Invoice

Date	Invoice #
1/10/2013	227

Bill To
Cordova Telephone Cooperative PO Box 459 Cordova, AK 99574

Remit to: Eyak Resources, LLC 360 W Benson Blvd., Ste 210 Anchorage, AK 99503
FBO: Eyak Resources, LLC TIN: 27-1487908 Bank: Wells Fargo Bank Anchorage, Alaska
Account: 7758549609 ABA: 121000248

Terms	1280.05      ②      P.1			
Item Code	Description	Quantity	Rate	Amount
Land Lease, Non...	Land lease on microwave site at 50-mile		3,050.00	3,050.00
Land Lease, Non...	Land lease on microwave site at Boswell Bay Annual Payment: January 1 through December 31		3,100.00	3,100.00
<p><b>POSTED</b></p> <p>JAN 15 2013</p> <p><i>OKZ</i></p> <p><i>MHTJ</i></p> <p><i>1/10/13</i></p>				
<b>Total</b>				<b>\$6,150.00</b>

We certify that all services have been performed in accordance with the specifications as required.



United States Department of Agriculture  
Rural Development Utilities Programs - Data Collection System

HOME HELP PRINT ADMIN LOGOUT CONTACT US

LISA BANKS : CORDOVA TELEPHONE COOPERATIVE, INC. [AK0522] : OP. REPORT-TELECOM : DECEMBER 2013

NAVIGATION

- [Reports](#)
- [Op. Report-Telecom Certification](#)
- [Point Of Contact](#)
- [Part A](#)
- [Part B](#)
- [Part C](#)
- [Part D](#)
- [Part E](#)
- [Part F](#)
- [Part G](#)
- [Part H](#)
- [Part I](#)
- [Notes](#)

Part A: Balance Sheet

Your response is required by 7 U.S.C. 501 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential. The Balance Prior Year figures have been brought forward from the December 2012 submission and cannot be edited here. If these figures need to be corrected please revise them in that submission and resubmit.

ASSETS	Balance Prior Year	Balance End of Period	LIABILITIES AND STOCKHOLDERS' EQUITY	Balance Prior Year	Balance End of Period
<b>CURRENT ASSETS</b>			<b>CURRENT LIABILITIES</b>		
1. Cash and Equivalents			25. Accounts Payable		
2. Cash-RUS Construction Fund			26. Notes Payable		
3. Affiliates:			27. Advance Billings and Payments		
a. Telecom, Accounts Receivable			28. Customer Deposits		
b. Other Accounts Receivable			29. Current Mat. LT Debt		
c. Notes Receivable			30. Current Mat. LT Debt-Rur. Dev.		
4. Non-Affiliates:			31. Current Mat.-Capital Leases		
a. Telecom, Accounts Receivable			32. Income Taxes Accrued		
b. Other Accounts Receivable			33. Other Taxes Accrued		
c. Notes Receivable			34. Other Current Liabilities		
5. Interest and Dividends Receivable			35. Total Current Liabilities (25 thru 34)		
6. Material-Regulated			<b>LONG-TERM DEBT</b>		
7. Material-Nonregulated			36. Funded Debt-RUS Notes		
8. Prepayments			37. Funded Debt-RTB Notes		
9. Other Current Assets			38. Funded Debt-FFB Notes		
10. Total Current Assets (1 thru 9)			39. Funded Debt-Other		
<b>NONCURRENT ASSETS</b>			40. Funded Debt-Rural Develop. Loan		
11. Investment in Affiliated Companies:			41. Premium (Discount) on LT Debt		
a. Rural Development			42. Recquired Debt		
b. Nonrural Development			43. Obligations Under Capital Leases		
12. Other Investments:			44. Adv. From Affiliated Companies		
a. Rural Development			45. Other Long-Term Debt		
b. Nonrural Development			46. Total Long-Term Debt (36 thru 45)		
13. Nonregulated Investments			<b>OTHER LIABILITIES &amp; DEF. CREDITS</b>		
14. Other Noncurrent Assets			47. Other Long-Term Liabilities		
15. Deferred Charges			48. Other Deferred Credits		
16. Jurisdictional Differences			49. Other Jurisdictional Differences		
17. Total Noncurrent Assets (11 thru 16)			50. Total Other Liabilities and Deferred Credits (47 thru 49)		
<b>PLANT, PROPERTY, AND EQUIPMENT</b>			<b>EQUITY</b>		
18. Telecom, Plant-In-Service			51. Cap. Stock Outstand. & Subscribed		
19. Property Held for Future Use			52. Additional Paid-in Capital		
20. Plant Under Construction			53. Treasury Stock		
21. Plant, Adj., Nonop. Plant & Goodwill			54. Membership and Cap. Certificates		
22. Less Accumulated Depreciation			55. Other Capital		
23. Net Plant (18 thru 21 less 22)			56. Patronage Capital Credits		
24. Total Assets (10+17+23)			57. Retained Earnings or Margins		
			58. Total Equity (51 thru 57)		
			59. Total Liabilities and Equity (35+46+50+59)		
Total Equity = <input type="text" value="49.52"/> % of Total Assets					

[View Checks](#)

[Next >](#)

[USDA](#) | [Rural Development](#) | [eAuth](#)  
[Accessibility Statement](#) | [Privacy Policy](#) | [Non-Discrimination](#)



NAVIGATION

- Reports
- Op. Report-Telecom**
- Certification
- Point Of Contact
- Part A
- Part B
- Part C
- Part D
- Part E
- Part F
- Part G
- Part H
- Part I
- Notes

Part B: Statements of Income and Retained Earnings or Margins

Your response is required by 7 U.S.C. 901 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential. The Prior Year figures have been brought forward from the December 2012 submission and cannot be edited here. If these figures need to be corrected please revise them in that submission and resubmit.

Item	Prior Year	This Year
1. Local Network Services Revenues		
2. Network Access Services Revenues		
3. Long Distance Network Services Revenues		
4. Carrier Billing and Collection Revenues		
5. Miscellaneous Revenues		
6. Uncollectible Revenues		
7. Net Operating Revenues (1 Thru 6 Less 6)		
8. Plant Specific Operations Expense		
9. Plant Nonspecific Operations Expense (Excluding Depreciation & Amortization)		
10. Depreciation Expense		
11. Amortization Expense		
12. Customer Operations Expense		
13. Corporate Operations Expense		
14. Total Operating Expenses (8 Thru 13)		
15. Operating Income or Margins (7 less 14)		
16. Other Operating Income and Expense		
17. State and Local Taxes		
18. Federal Income Taxes		
19. Other Taxes		
20. Total Operating Taxes (17+18+19)		
21. Net Operating Income or Margins (15+16-20)		
22. Interest on Funded Debt		
23. Interest Expense - Capital Leases		
24. Other Interest Expense		
25. Allowance for Funds Used During Construction		
26. Total Fixed Charges (22+23+24-25)		
27. Nonoperating Net Income		
28. Extraordinary Items		
29. Jurisdictional Differences		
30. Nonregulated Net Income		
31. Total Net Income or Margins (21+27+28+29+30-26)		
32. Total Taxes Based on Income		
33. Retained Earnings or Margins Beginning-of-Year		
34. Miscellaneous Credits Year-to-Date		
35. Dividends Declared (Common)		
36. Dividends Declared (Preferred)		
37. Other Debits Year-to-Date		
38. Transfers to Patronage Capital		
39. Retained Earnings or Margins End-Of-Period [(31+33+34)-(35+36+37+38)]		
40. Patronage Capital Beginning-of-Year		
41. Transfers to Patronage Capital		
42. Patronage Capital Credits Relined		
43. Patronage Capital End-Of-Year (40+41-42)		
44. Debt Service Payments for the period (principal interest on long term debt)		
45. Cash Ratio [(14+20-10-11) / 7]		
46. Operating Accrual Ratio [(14+20+26) / 7]		
47. TIER [(31+26) / 26]		
48. DSCR [(31+26+10+11) / 44]		

\_\_\_\_\_

[< Previous](#)

[View Checks](#)

[Next >](#)

[USDA | Rural Development | eAuth](#)  
[Accessibility Statement](#) | [Privacy Policy](#) | [Non-Discrimination](#)



United States Department of Agriculture  
Rural Development Utilities Programs - Data Collection System



HOME HELP PRINT ADMIN LOGOUT CONTACT US

LISA BANKS : CORDOVA TELEPHONE COOPERATIVE, INC. [AK0522] : OP. REPORT-TELECOM : DECEMBER 2013

NAVIGATION

- [Reports](#)
- [Op. Report-Telecom](#)
- [Certification](#)
- [Point Of Contact](#)
- [Part A](#)
- [Part B](#)
- [Part C](#)
- [Part D](#)
- [Part E](#)
- [Part F](#)
- [Part G](#)
- [Part H](#)
- [Part I](#)
- [Notes](#)

Part C: Subscriber (Access Line), Route Mile, & High Speed Data Information

*Your response is required by 7 U.S.C. 901 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential.*

	Exchange. No. Exchanges	Subscribers (Access Lines) Total (a)	No. Access Lines with BB available (a)	No. of Broadband Subscribers (b)	Total (Including fiber) (a)
1	424				
2	Mobile Wireless				
3	Outside Exchange Area				
<b>Total</b>		<b>1,515</b>	<b>1,515</b>	<b>582</b>	<b>441.00</b>

[< Previous](#)

[View Checks](#)

[Next >](#)

[USDA | Rural Development | eAuth](#)  
[Accessibility Statement | Privacy Policy | Non-Discrimination](#)



United States Department of Agriculture  
Rural Development Utilities Programs - Data Collection System



HOME HELP PRINT ADMIN LOGOUT CONTACT US

LISA BANKS : COGONA TELEPHONE COOPERATIVE, INC. (AK0522) : OP. REPORT-TELECOM : DECEMBER 2013

NAVIGATION

Reports

- [Op. Report-Telecom](#)
- [Certification](#)
- [Point Of Contact](#)
- [Part A](#)
- [Part B](#)
- [Part C](#)
- [Part D](#)
- [Part E](#)
- [Part F](#)
- [Part G](#)
- [Part H](#)
- [Part I](#)
- [Notes](#)

Part D: System Data

Your response is required by 7 U.S.C. 901 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential.

1. No. Plant Employees	2. No. Other Employees	3. Square Miles Served	4. Access Lines per Square Mile	5. Subscribers per Route Mile
8	7	2,258	0.97	3.44

< Previous

View Checks

Next >

USDA | Rural Development | eAuth  
[Accessibility Statement](#) | [Privacy Policy](#) | [Non-Discrimination](#)



United States Department of Agriculture  
Rural Development Utilities Programs - Data Collection System



HOME HELP PRINT ADMIN LOGOUT CONTACT US

LESA BANKS : CORDOVA TELEPHONE COOPERATIVE, INC. (AK0522) : OP, REPORT-TELECOM : DECEMBER 2013

NAVIGATION

Reports

- [Op. Report-Telecom Certification](#)
- [Point Of Contact](#)
- [Part A](#)
- [Part B](#)
- [Part C](#)
- [Part D](#)
- [Part E](#)
- [Part F](#)
- [Part G](#)
- [Part H](#)
- [Part I](#)
- [Notes](#)

Part E: Toll Data

Your response is required by 7 U.S.C. 901 et seq, and subject to federal laws and regulations regarding confidential information, will be treated as confidential.

1. Study Area ID Code(s)

2. Types of Toll Settlements (Check one)

Please use six digit USAC STUDY AREA ID CODE for each separate study area.

Study Area ID Code
▶ 613007

Interstate:  Average Schedule

Cost Basis

Intrastate:  Average Schedule

Cost Basis

< Previous

View Checks

Next >

[USDA](#) | [Rural Development](#) | [eAuth](#)  
[Accessibility Statement](#) | [Privacy Policy](#) | [Non-Discrimination](#)



United States Department of Agriculture  
Rural Development Utilities Programs - Data Collection System



HOME HELP PRINT ADMIN LOGOUT CONTACT US

LISA BANKS : CORDOVA TELEPHONE COOPERATIVE, INC. (AK9522) : OP. REPORT-TELECOM : DECEMBER 2013

NAVIGATION

- Reports
- Op. Report-Telecom
- Certification
- Point Of Contact
- Part A
- Part B
- Part C
- Part D
- Part E
- Part F
- Part G
- Part H
- Part I
- Notes

Part F: Funds Invested in Plant During Year

Your response is required by 7 U.S.C. 901 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential.

- |   |                      |
|---|----------------------|
| 1. RUS, RTB, & FFB Loan Funds Expended          | <input type="text"/> |
| 2. Other Long-Term Loan Funds Expended          | <input type="text"/> |
| 3. Funds Expended Under RUS Interim Approval    | <input type="text"/> |
| 4. Other Short-Term Loan Funds Expended         | <input type="text"/> |
| 5. General Funds Expended (Other than Interim)  | <input type="text"/> |
| 6. Salvaged Materials                           | <input type="text"/> |
| 7. Contribution In Aid to Construction          | <input type="text"/> |
| 8. Gross Additions to Telecom. Plant (1 thru 7) | <input type="text"/> |

[< Previous](#)

[View Checks](#)

[Next >](#)

[USDA](#) | [Rural Development](#) | [eAuth](#)  
[Accessibility Statement](#) | [Privacy Policy](#) | [Non-Discrimination](#)



**NAVIGATION**

- [Reports](#)
- [Op. Report-Telecom Certification](#)
- [Point Of Contact](#)
- [Part A](#)
- [Part B](#)
- [Part C](#)
- [Part D](#)
- [Part E](#)
- [Part F](#)
- [Part G](#)
- [Part H](#)
- [Part I](#)
- [Notes](#)

**Part G: Investments In Affiliated Companies**

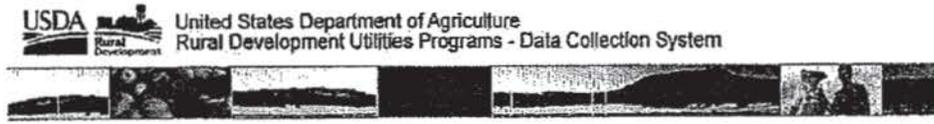
Your response is required by 7 U.S.C. 901 et seq; and subject to federal laws and regulations regarding confidential information, will be treated as confidential.

Investments	Current Year Data		Cumulative Investment To Date (d)	Cumulative Data	
	Investment This Year (b)	Income/Loss This Year (c)		Cumulative Income/Loss To Date (e)	Current Balance (f)
1. Investment in Affiliated Companies - Rural Development	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Investment in Affiliated Companies - Nonrural Development	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

[< Previous](#)

[View Checks](#)

[Next >](#)



HOME HELP PRINT ADMIN LOGOUT CONTACT US LISA BANKS : CORDOVA TELEPHONE COOPERATIVE, INC. [AK0527] : OP. REPORT-TELECOM : DECEMBER 2013

- NAVIGATION**
- [Reports](#)
  - [Op. Report-Telecom](#)
  - [Certification](#)
  - [Point Of Contact](#)
  - [Part A](#)
  - [Part B](#)
  - [Part C](#)
  - [Part D](#)
  - [Part E](#)
  - [Part F](#)
  - [Part G](#)
  - [Part H](#)
  - [Part I](#)
  - [Notes](#)

**Part H: Current Depreciation Rates**

Your response is required by 7 U.S.C. 901 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential.

Are corporation's depreciation rates approved by the regulatory authority with jurisdiction over the provision of telephone services? (Check one)

Yes  No

Equipment Category	Depreciation Rate (%)
1. Land and support assets - Motor Vehicles	<input type="text"/> %
2. Land and support assets - Aircraft	<input type="text"/> %
3. Land and support assets - Special purpose vehicles	<input type="text"/> %
4. Land and support assets - Garage and other work equipment	<input type="text"/> %
5. Land and support assets - Buildings	<input type="text"/> %
6. Land and support assets - Furniture and Office equipment	<input type="text"/> %
7. Land and support assets - General purpose computers	<input type="text"/> %
8. Central Office Switching - Digital	<input type="text"/> %
9. Central Office Switching - Analog & Electro-mechanical	<input type="text"/> %
10. Central Office Switching - Operator Systems	<input type="text"/> %
11. Central Office Transmission - Radio Systems	<input type="text"/> %
12. Central Office Transmission - Circuit Equipment	<input type="text"/> %
13. Information origination/termination - Station apparatus	<input type="text"/> %
14. Information origination/termination - Customer premises wiring	<input type="text"/> %
15. Information origination/termination - Large private branch exchanges	<input type="text"/> %
16. Information origination/termination - Public telephone terminal equipment	<input type="text"/> %
17. Information origination/termination - Other terminal equipment	<input type="text"/> %
18. Cable and wire facilities - Poles	<input type="text"/> %
19. Cable and wire facilities - Aerial cable - Metal	<input type="text"/> %
20. Cable and wire facilities - Aerial cable - Fiber	<input type="text"/> %
21. Cable and wire facilities - Underground cable - Metal	<input type="text"/> %
22. Cable and wire facilities - Underground cable - Fiber	<input type="text"/> %
23. Cable and wire facilities - Buried cable - Metal	<input type="text"/> %
24. Cable and wire facilities - Buried cable - Fiber	<input type="text"/> %
25. Cable and wire facilities - Conduit systems	<input type="text"/> %
26. Cable and wire facilities - Other	<input type="text"/> %

[< Previous](#)

[View Checks](#)

[Next >](#)

USDA | Rural Development | eAuth  
[Accessibility Statement](#) | [Privacy Policy](#) | [Non-Discrimination](#)



United States Department of Agriculture  
Rural Development Utilities Programs - Data Collection System



HOME HELP PRINT ADMIN LOGOUT CONTACT US

LISA BARKS : CORDOVA TELEPHONE COOPERATIVE, INC. (AKR9522) : OP. REPORT-TELECOM : DECEMBER 2013

NAVIGATION

- Reports
- [Op. Report-Telecom](#)
- [Certification](#)
- [Point Of Contact](#)
- [Part A](#)
- [Part B](#)
- [Part C](#)
- [Part D](#)
- [Part E](#)
- [Part F](#)
- [Part G](#)
- [Part H](#)
- [Part I](#)
- [Notes](#)

Part I: Statement of Cash Flows

Your response is required by 7 U.S.C. 901 et seq. and subject to federal laws and regulations regarding confidential information, will be treated as confidential.

1.	Beginning Cash (Cash and Equivalents plus RUS Construction Fund)	<input type="text"/>
CASH FLOWS FROM OPERATING ACTIVITIES		
2.	Net Income	<input type="text"/>
<i>Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities</i>		
3.	Add: Depreciation	<input type="text"/>
4.	Add: Amortization	<input type="text"/>
5.	Other (Explain) <input type="text" value="net reclass in categories"/>	<input type="text"/>
<i>Changes in Operating Assets and Liabilities</i>		
6.	Decrease/(Increase) in Accounts Receivable	<input type="text"/>
7.	Decrease/(Increase) in Materials and Inventory	<input type="text"/>
8.	Decrease/(Increase) in Prepayments and Deferred Charges	<input type="text"/>
9.	Decrease/(Increase) in Other Current Assets	<input type="text"/>
10.	Increase/(Decrease) in Accounts Payable	<input type="text"/>
11.	Increase/(Decrease) in Advance Billings & Payments	<input type="text"/>
12.	Increase/(Decrease) in Other Current Liabilities	<input type="text"/>
13.	Net Cash Provided/(Used) by Operations	<input type="text"/>
CASH FLOWS FROM FINANCING ACTIVITIES		
14.	Decrease/(Increase) in Notes Receivable	<input type="text"/>
15.	Increase/(Decrease) in Notes Payable	<input type="text"/>
16.	Increase/(Decrease) in Customer Deposits	<input type="text"/>
17.	Net Increase/(Decrease) in Long Term Debt (including current maturities)	<input type="text"/>
18.	Increase/(Decrease) in Other Liabilities & Deferred Credits	<input type="text"/>
19.	Increase/(Decrease) in Capital Stock, Paid-in Capital, Membership and Capital Certificates & Other Capital	<input type="text"/>
20.	Less: Payment of Dividends	<input type="text"/>
21.	Less: Patronage Capital Credits Retired	<input type="text"/>
22.	Other (Explain) <input type="text" value="net reclass in categories"/>	<input type="text"/>
23.	Net Cash Provided/(Used) by Financing Activities	<input type="text"/>
CASH FLOWS FROM INVESTING ACTIVITIES		
24.	Net Capital Expenditures (Property, Plant & Equipment)	<input type="text"/>
25.	Other Long-Term Investments	<input type="text"/>
26.	Other Noncurrent Assets & Jurisdictional Differences	<input type="text"/>
27.	Other (Explain) <input type="text" value="net reclass in categories"/>	<input type="text"/>
28.	Net Cash Provided/(Used) by Investing Activities	<input type="text"/>
29.	Net Increase/(Decrease) in Cash	<input type="text"/>
30.	Ending Cash	<input type="text"/>

< Previous

View Checks

Next >

USDA | Rural Development | eAuth  
Accessibility Statement | Privacy Policy | Non-Discrimination