

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

**THE APPLICATION OF BALLARD RURAL )  
TELEPHONE COOPERTIVE CORPORATION, )  
INC. FOR A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY FOR THE ) Case No. 2020-00155  
CONSTRUCTION OF A GIGABIT PASSIVE )  
OPTICAL AND FIBER TO THE PREMISES )  
NETWORK )**

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY FOR CONSTRUCTION OF GIGABIT PASSIVE OPTICAL AND  
FIBER TO THE PREMISES NETWORK

Ballard Rural Telephone Cooperative Corporation, Inc. (Ballard RTCC) pursuant to KRS 278.020 and 807 KAR 5:001: Sections 14(1) and Section 15 submit this application for a certificate of convenience and necessity for the purpose of providing improved broadband service to the “New Hope” community. The completion of this fiber optic cable placement and network upgrade permits Ballard RTCC to offer advanced telecommunication services to the New Hope area which is in a rural portion of McCracken county southwest of Paducah. Services will include voice, broadband data, and Internet Protocol video. The area is presently a portion of AT&T’s Paducah exchange. Ballard RTCC has completed surveys in the area with the local residents and has determined that the area is underserved and does not receive broadband speeds of the minimum of 25 megabits download and 3 megabits upload nor do they receive the USDA Reconnect Program minimum speeds of 10 megabits download and 1 megabits upload. Ballard RTCC New Hope project will consist of deploying gigabit passive optical network (GPON) equipment and fiber to the premise (FTTP) network in this area of McCracken County, Kentucky.

1. Pursuant to 807 KAR 5:001 Section 14(1) the applicant's full name and address is Ballard Rural Telephone Cooperative Corporation, Inc., 159 West Second Street, P.O. Box 209, LaCenter, Kentucky 42056-0209. Ballard RTCC's internet address is [www.brcc.net](http://www.brcc.net).
2. Pursuant to 807 KAR 14 (2) a copy of Ballard RTCC's Articles of Incorporation, are attached as Exhibit A.
3. Pursuant to 807 KAR 5:001, section 15(2)(d)1, a map of the area is included as part of this application. The map is provided as a .pdf file of which show the proposed routes for the fiber deployment in the affected area and are attached as Exhibit B.

4. In compliance with 807 KAR 5:001 section 15 (2) (a) Ballard RTCC states that it holds a current franchise for the service area and this franchise is presently under petition for renewal.
5. In compliance with 807 KAR 5:001 section 15 (2) (c) Ballard RTCC has attached the USDA Reconnect Round 1 Application, prepared by Ballard RTCC and Finley Engineering, as Exhibit C. This document provides a full description of the construction including routes, locations, and the manner in which the plant will be constructed.
6. Pursuant to Section 807 KAR 15 (2) (a) Ballard RTCC relied on the following circumstances to support its decision to extend its existing broadband network into the New Hope area of McCracken County, KY. The customers in this area have requested Ballard RTCC to provide broadband service, the incumbent service providers have not provided the level of minimum broadband service, and Ballard RTCC has been able to make a business case for this project with assistance from a grant from USDA. Ballard RTCC projects, that by providing higher capacity internet services along with bundling options with voice and IPTV, it not only will be able to increase and enhance its customer base in a financially responsible manner but also provide the communications services that are necessary and needed for the New Hope rural community residents to thrive.

Advance telecommunications services, including broadband, are critical to the economic and social development of the communities in McCracken and Ballard County, Kentucky. The State Telecommunications Modernization Plan recognizes that deployment of advanced technologies such as fiber optics and related technologies as essential to economic development. The proposed Ballard RTCC deployment of fiber facilities and associated technology will enable the New Hope area residents to gain access to the outside world of medical, educational, and other services in an increasingly sophisticated and linked economy. The proposed construction and deployment of GPON, FTTP and other telecommunication facilities are well understood and operational within Ballard RTCC and this modest extension and deployment to New Hope is believed to be a public convenience and necessity.

7. Ballard RTCC has attached the USDA ReConnect approval of a grant award as Exhibit D with the conditions and amount of the grant which is \$2,409,351. Also attached in Exhibit D is a copy the Grant and Security Agreement and Deposit Account Control agreement that we can execute when we receive the Kentucky Public Service Commission's approval of our application for a Certificate of Public Convenience and Necessity.
8. Pursuant to Section 15(2) (f) Ballard RTCC projects the operational costs will be at, or less than, the current per customer cost. No rate adjustment for existing customers will be necessary due to this proposed construction.

Based on the foregoing discussion, and in accordance with KRS 278.020 and 807 KAR 5:001, sections 14 and 15, Ballard RTCC respectively requests that the Commission grant a Certificate of Public Convenience and Necessity to deploy a Fiber-to-the-Home network utilizing Gigabit Passive Optical Network in the New Hope community in south western McCracken County, Kentucky as described in this application and attached Exhibits.

Respectively submitted,

A handwritten signature in blue ink that reads "Randy C. Grogan". The signature is written in a cursive style with a horizontal line at the end.

Randy Grogan,  
CEO/ General Manager  
Ballard Rural Telephone Cooperative Corporation, Inc.

MEDLIN LAW OFFICE

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May 11, 2020

Mr. Kent Chandler, Exec. Dir.  
Kentucky Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 42602-0615

Re: *Ballard Rural Telephone Cooperative Corporation, Inc.*  
*Certificate of Convenience and Necessity- New CLEC Service Area*

Dear Mr. Chandler:

This letter is to notify the Commission that I will serve as attorney of record for Ballard Rural Telephone Cooperative Corporation, Inc. in its application for certificate of Convenience and Necessity for construction of telecommunications equipment and fiber optic cable for in-ground installation in the New Hope region of McCracken County, Kentucky, southwest of Paducah, Kentucky.

The Rural Utilities Service (RUS) approved Ballard Rural Telephone Cooperative's grant application. RUS requires that the grant documents be signed and completed within 120 days of its grant application approval. Ballard Telephone seeks an order for the Certificate of Convenience and Necessity for Construction of a Gigabit Passive Optical Network by the second week of June 2020 in order to meet this deadline.

In addition to the 120-day deadline, RUS requires Ballard Telephone to complete its build out and draw down of all the grant funds within five years of its application date. Therefore, each month, week and day before we can begin our progress toward construction is critical to comply with the 120-day return of grant documents requirement, but also to comply with the completion of the project within the five-year time frame.

Your assistance in expediting this PSC order is sincerely appreciated. If we can provide any further information to facilitate this effort, please contact me.

Sincerely,



Mark S. Medlin  
General Counsel

C: Randy Grogan, Manager & CEO  
Ballard Rural Telephone Cooperative

ARTICLES OF INCORPORATION

OF

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

We, the undersigned, being natural persons and citizens of the Commonwealth of Kentucky do hereby execute these articles of incorporation for the purpose of organizing a nonprofit cooperative corporation (herein called the "Cooperative") under the laws of the Commonwealth of Kentucky, pursuant to an Act entitled "AN ACT relating to telephone cooperative, nonprofit corporations, rural telephones and telephone services", approved March 25, 1950.

FIRST, the name of the Cooperative is Ballard Rural Telephone Cooperative Corporation, Inc.

SECOND, the address of the principal office of the Cooperative is La Center, Ballard County, Kentucky.

THIRD, the names and addresses of the incorporators of the Cooperative are:

<u>NAMES</u>	<u>ADDRESSES</u>
Harris Grubbs	Route 2, La Center, Kentucky
C. E. Seaton, Process Agent	La Center, Kentucky
Clay L. King	Route 2, Paducah, Kentucky
Elwood Crice	Bandana, Kentucky
W. H. Wolfe	Route 2, Kevil, Kentucky
W. E. Brockman, Jr.	Route 3, Kevil, Kentucky
W. L. Trimble	Wickliffe, Kentucky
George H. Lovelace	Barlow, Kentucky
C. B. Rollins	Kevil, Kentucky
Wilson Rudolph	Route 2, Kevil, Kentucky
W. F. Flournoy	Route 1, Wickliffe, Kentucky

FOURTH, the names and addresses of the persons who shall constitute the first Board of Trustees of the Cooperative are :

<u>NAMES</u>	<u>ADDRESSES</u>
C. E. Seaton	La Center, Kentucky
Elwood Crice	Bandana, Kentucky
W. L. Trimble	Wickliffe, Kentucky
George H. Lovelace--	Barlow, Kentucky
Wilson Rudolph	Route 2, Kevil, Kentucky

FIFTH, the operations of the Cooperative are to be conducted in the Counties of Ballard and McCracken, Kentucky, and in such other counties as such operations may from time to time become necessary or desirable in the interest of this Cooperative or of its members.

IN TESTIMONY WHEREOF we have hereunto subscribed our names this 5th day of June, 19 51

/s/ Harris Grubbs  
/s/ C. E. Seaton  
/s/ Clay L. King  
/s/ Elwood Crice  
/s/ W. H. Wolfe  
/s/ W. E. Brockman Jr.  
/s/ W. L. Trimble  
/s/ George H. Lovelace  
/s/ C. B. Rollins  
/s/ Wilson Rudolph  
/s/ W. F. Flournoy

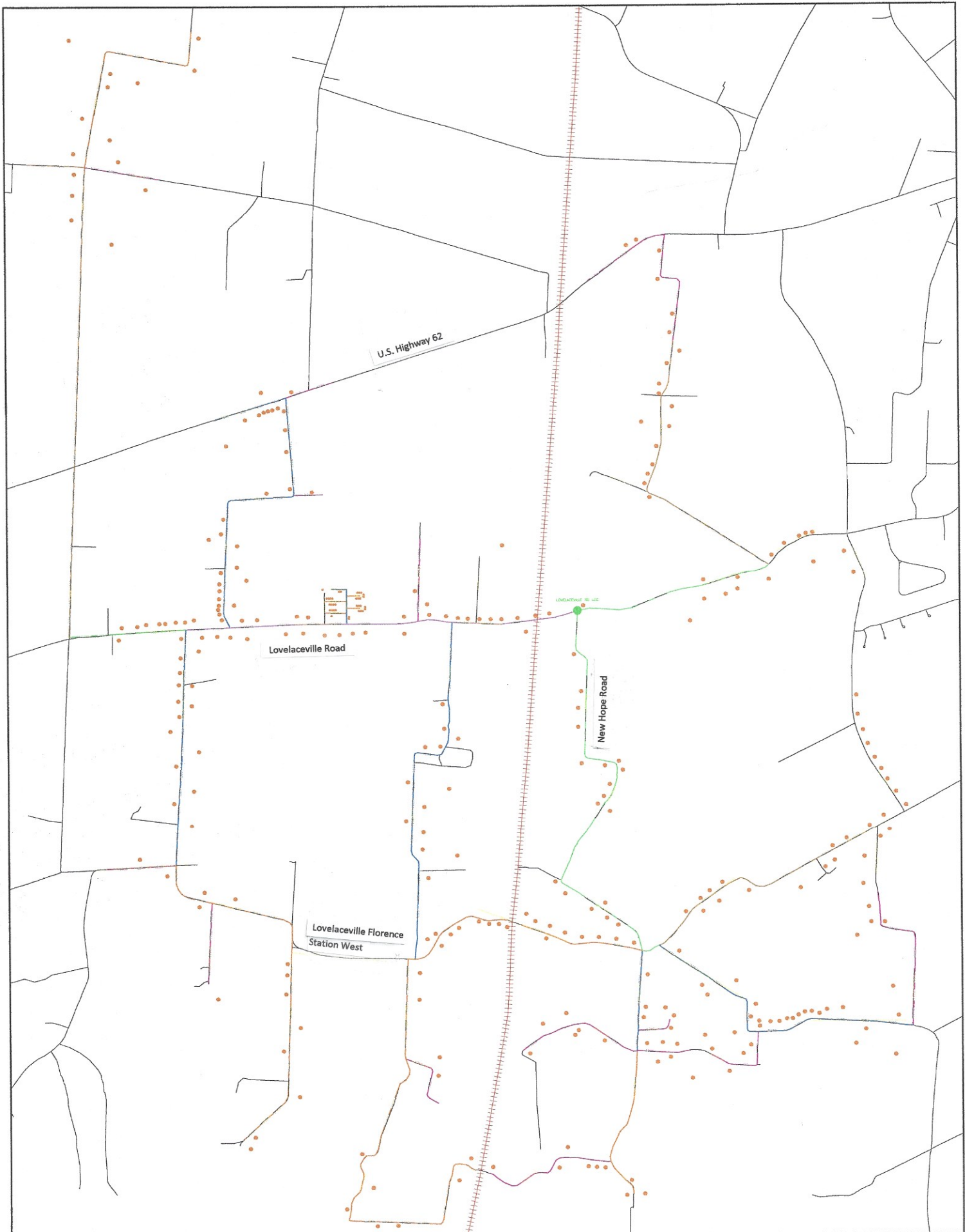
STATE OF KENTUCKY        )  
                                  )  
COUNTY OF McCRACKEN    ) ss

I, Eloise Morgan, hereby certify that the foregoing articles of incorporation of the Ballard Rural Telephone Cooperative Corporation, Inc., were this day produced to me in my office by Harris Grubbs, C. E. Seaton, Clay L. King, Elwood Crice, W. H. Wolfe, W. E. Brockman Jr., W. L. Trimble, George H. Lovelace, C. B. Rollins, Wilson Rudolph and W. F. Flourney, and acknowledged and delivered by said parties to be their act and deed.

WITNESS my hand this 15th day of June, 1951.

My commission expires March 9, 1954.

          /s/ Eloise Morgan            
Notary Public, McCracken County, Ky.



**BALLARD RURAL TELEPHONE**  
CLEC GRANT APPLICATION

Ballard Rural Telephone Cooperative  
Construction, Inc.  
100 E. 2nd Street  
P.O. Box 100  
Lovelaceville, Kentucky 40058-0100



DATE: 10/1/08  
SHEET: 1 OF 1



## Account Information

Legal Name of Applicant Ballard Rural Telephone Cooperative Corporation, Inc.  
Common Name of Applicant Ballard Telephone Cooperative (BTC)  
Applicant's Tax Identification Number 610485742  
Applicant's Cage Code 0FGC7  
Applicant's Duns Number 006515936

### Physical Address of Applicant

Street1 159 West Second Street  
Street2  
City La Center  
State Kentucky  
Zip Code 42056

### Correspondence Address of Applicant

Street1 159 West Second Street  
Street2 P.O. Box 209  
City La Center  
State Kentucky  
Zip Code 42056

Applicant's Business Phone Number 27066568205

Eligible Entity Type Cooperative or mutual organizations

Civil Right Status \* Not Applicable

Applicant's Headquarters Congressional District \* KY 1

Is the Applicant Regulated by a Public Utilities Commission? \* Yes

Is the Applicant required to file an EEO-1 Report? \* No

Is applicant a start-up operation formed from partnerships of existing utility providers? \* No

### Partner Details

Exhibit C

**Partner Name**

No Records Found.

**Parent Details**

Does the applicant have a Parent Company? No

**Affiliate Details**

**Affiliate Name Services Provided**

No Records Found.

Does the applicant have any financial or operational relationship with any other affiliated companies? These dealings could be in the form of the sharing of assets or staff or providing services to and/or relying on services from an affiliated company. No

**Subsidiary Details**

**Subsidiary Name Services Provided**

No Records Found.

Does the applicant have a subsidiary? No

**Account Documents**

Section	Document Type	Description	File Name	User	Date/Time
Account Information	Applicant's Audited Financial Statements for 2 previous years	2017 & 2018 Audited Financial Statements for Ballard Telephone Cooperative	Reconnect - 2017 & 2018 Audited Financials - Ballard Telephone Cooperative (BTC).pdf	Randy Grogan	5/3/2019 5:11 PM
Account Information	Articles of Incorporation	Ballard Telephone Cooperative's Articles of Incorporation	ReConnect - Ballard Telephone Cooperative - Articles of Incorporation.pdf	Randy Grogan	5/7/2019 1:29 PM
Account Information	Board of Directors	Ballard Telephone Cooperative's Board of Directors' Biographies	ReConnect - Ballard Telephone Cooperative's Director Biographies.docx	Randy Grogan	5/7/2019 12:36 PM
Account Information	Broadband Operations Experience	Ballard Telephone Cooperative's Broadband Operations Experience	ReConnect - Ballard Telephone Cooperative - Broadband Operator's Experience (1).docx	Randy Grogan	5/10/2019 3:54 PM
Account Information	Bylaws	Certified Copy of Ballard Telephone Cooperative's Bylaws	ReConnect - By-Laws - Ballard Telephone Cooperative.pdf	Randy Grogan	5/6/2019 4:00 PM
Account Information	Evidence of Good Standing with the Secretary of State	Ballard Telephone Cooperative's Evidence of Good Standing with the KY Secretary of State	ReConnect - Ballard Telephone Cooperative - Evidence of Good Standing with KY Secretary of State.pdf	Randy Grogan	5/9/2019 1:59 PM
Account Information	Evidence of Legal Authority to Enter into an Agreement with the Federal Government	Ballard Telephone Cooperative's Evidence of Legal Authority to Enter into an Agreement with the Federal Government	ReConnect - Ballard Telephone Cooperative - Evidence of Legal Authority to Enter into an Agreement with the Federal Government (2).pdf	Randy Grogan	5/10/2019 3:26 PM
Account Information	Evidence of Legal Capacity and Authority to Own and Operate Proposed Broadband Facilities	Ballard Telephone Cooperative's Evidence of Legal Capacity and Authority to Own and Operate Proposed Broadband Facilities	ReConnect - Ballard Telephone Cooperative - Evidence of Legal Capacity and Authority to Own and Operate Proposed Broadband Facilities.pdf	Randy Grogan	5/10/2019 3:28 PM
Account Information	Legal Opinion	Opinion of Counsel for Ballard Telephone Cooperative (BTC)	ReConnect - Ballard - Legal Opinion.pdf	Randy Grogan	5/3/2019 4:06 PM
Account Information	Management Experience and Compensation	Ballard Telephone Cooperative - Key Management Experience	ReConnect - Ballard Telephone Cooperative - Key Management Experience.docx	Randy Grogan	5/10/2019 11:57 AM
Account Information	Organizational Chart	Organizational Chart for Ballard Telephone Cooperative	ReConnect - Ballard Telephone Cooperative Organizational Chart.xlsx	Randy Grogan	5/6/2019 6:19 PM
Account Information	PUC Approved Depreciation Rates	Ballard Telephone Cooperative's KY PSC Approved Depreciation Rates	ReConnect - Ballard Telephone Cooperative's KY PSC Approved Depreciation Rates.pdf	Randy Grogan	5/7/2019 10:25 AM
Account Information	Resumes of Key Management	Ballard Telephone Cooperative's Resumes of Key Management	ReConnect - Ballard Telephone Cooperative - Resumes of Key Management.pdf	Randy Grogan	5/10/2019 10:42 AM

**RUS Details**

**RUS Ids**

## Project Information

**Application Name** 101000120

**Description of Project** Ballard Rural Telephone Cooperative Corporation, Inc. ("BTC"), a Kentucky Independent Local Exchange Carrier, is hereby applying for a grant to serve 20.19 square miles (the Proposed Funded Service Area "PFSA") east-southeast of BTC's certificated exchange of Heath. The proposed service area is southwest of the unincorporated community of West Paducah and west of Massac in a virtual "broadband service no-man's land." Ballard will file for "competitive local exchange carrier" status to serve this area and will file the Certificate of Public Convenience and Necessity ("CPCN") with the Kentucky Public Service Commission upon Grant Award. With the construction of 32.99 route miles of main line fiber optic cable, a total of 289 establishments (based on a BTC commissioned field verified area coverage survey premise count and further verified by Google Earth Pro Imagery Date of 10/15/2015) will have access to an all fiber network providing "Triple Play" services consisting of entertainment video, broadband internet access (capable of 100 Mbps symmetrical speeds) and the full range of voice call functions and features. An additional 14.55 miles of fiber optic drops will connect the subscribing premises to the main line fiber cables. BTC already provides service to over 322 square miles of Ballard and McCracken counties immediately west and adjacent to the PFSA. BTC is well acquainted with USDA Rural Utilities Service (RUS) processes and procedures in procuring and administering government funds for the purpose of constructing and operating a broadband network. BTC can accommodate and will incorporate the entire additional PFSA by integration into the existing network by constructing fiber optic cables alongside existing roadways, augmenting existing network electronics and adding subscriber optical network terminations as individual customer service is implemented. No additional impact or burden will be placed on the environment as a result of construction or operation.

**Funding Type** 100% Grant

**Application Year** 2019

**Technology Type** Fiber-to-the-Premises

**Does the applicant have unadvanced loan funds from prior RUS loans that will be expended during the 5-year buildout period?** No

**Is the applicant planning to invest any funds in the Non-Funded Service Area during the 5-year buildout period?** Yes

**Is the applicant requesting SUTA consideration?** No

**Is the applicant proposing services on a Tribal Land?** No

## Required Level Of National Environmental Policy Act (NEPA) Review

Is the proposed action one that Rural Development has identified as requiring an Environmental Impact Statement (EIS) (see 7CFR1970.151) or has an EIS been prepared due to the involvement of another federal agency? No

Is the proposed action one that Rural Development has identified as requiring an Environmental Assessment (EA) (see 7CFR1970.101) or has an EA been prepared due to the involvement of another federal agency? No

## Project Information Documents

Section	Document Type	Description	File Name	User	Date/Time
Project Information	Funding Request/Resolution	Ballard Telephone Cooperative's Funding Request/Resolution	ReConnect - Ballard Telephone Cooperative - Funding Request/Resolution.pdf	Randy Grogan	5/20/2019 11:31 AM
Project Information	State-funded Areas Certification, & Map of Service Area	Ballard Telephone Cooperative's Certification of No State Funding in PFSA and Map of PFSA	ReConnect - Ballard Telephone Cooperative - Certification of No State Funding in PFSA and Map of PFSA.pdf	Randy Grogan	5/21/2019 10:42 AM

## Executive Summary

### Detailed Description of Existing Operations

Ballard Telephone Cooperative (BTC) currently operates a telecommunication network providing high-speed broadband internet service in addition to landline telephone service and TV entertainment service to member/subscribers in all of Ballard County and the western part of McCracken County in Kentucky. BTC has been in the telecommunication business for 68 years and has provided internet service to its member/subscribers for over 22 years. Over the past 10 years, BTC has built and operates an all buried fiber optic network. BTC's entire network has been built with RUS loan funds. BTC has not utilized any stimulus or grant monies in the past for its own service territory, but BTC is asking that RUS help BTC help an area adjacent to our service territory with a grant in order to serve that area with highspeed broadband internet that BTC's current customers enjoy. BTC is an established telecommunications company and has an experienced and capable management and staff in place to manage an addition of facilities and subscribers to its network. The four members of the management team have a total of 115 years (average nearly 29 years each) of telecommunication experience with BTC and the 20 other members of the BTC staff have a total of 346 years (average over 17 years each) of telecommunication experience with BTC.

### Discussion about Key Management

Key management at Ballard Telephone Cooperative (BTC) are Randy Grogan the CEO/GM, Chris Denton the Plant Manager, Stephen Jones the IT Manager and Karen Tilford the Accounting Manager. The four individuals holding management positions have a total of 115 years of telecommunication experience. This management team has worked together to complete a nearly \$40 million dollar fiber-to-the-home buildout of BTC's entire service territory over approximately 10 years; therefore, this management team is very qualified to undertake this proposed size and scope of a broadband fiber-to-the-home buildout. Randy Grogan has 36½ years with BTC. He began as the cooperative's accountant, then controller, then assistant manager, and currently holds the position as BTC's CEO/GM. During his tenure as assistant manager, the cooperative began its fiber optic network build with 3 of the cooperative's exchanges completed. As CEO/GM, he completed the fiber build out of the 4 remaining exchanges and drove the cooperative to providing up to gigabit broadband internet service to its subscribers. Mr. Grogan directs all activities of the Cooperative either directly or through subordinate managers. He interprets and implements Board of Trustees directed policies and plans and directs and oversees all lines of business. He also determines objectives, establishes operating procedures, and ensures the success of the Cooperative within guidelines and authority established by the Board and ensures that all operations comply with applicable federal, state and local regulations. Mr. Grogan represents BTC with regulatory agencies, legislative bodies and industry associations and evaluates new business opportunities and recommends new services to the Board. He has assisted the board of directors in the implementation of a strategic plan for the cooperative and manages the achievement of goals that have been set forth for the business in the successful progression of the strategic plan. Chris Denton has 36 years with BTC. He began as a part-time laborer and moved through the ranks as a full-time laborer, journeyman lineman, cable splicer/key system installer, plant superintendent, outside plant manager and for the last 19 years has held the position of plant manager. He has worked in the deployment of several new ventures such as analog and digital internet, FTTH internet and video platforms, moving plant records from paper to digital records and assisted in the building of BTC's fiber optic cable network. Some other duties of Mr. Denton include oversight of all plant records, right-of-way acquisitions and outside plant engineering, negotiating crop damages, supervision of outside plant employees and all plant contractors, CDL compliance, supervision of all internet/TV/phone installations, and plant purchasing. Stephen Jones has 23 years with BTC. He began as the accountant, then customer marketing manager, then regulatory and marketing manager and currently holds the position as BTC's information technology network manager. As IT manager, he works managing the video head-end, the Calix network, the Metaswitch, regulatory, subscriber billing, carrier accounts billing, service activation manager, ISP services and limited marketing activities. Karen Tilford has 19½ years with BTC. She began her career with BTC as the accounts and she supervises the daily activities of the general accounting function including accounts payable, cash deposits, miscellaneous receivables, purchasing, standards and guidelines. Ms. Tilford is knowledgeable on Part 32 Uniform System of Accounts and she supervises the daily activities of the general accounting function including accounts payable, cash deposits, miscellaneous receivables, purchasing, property accounting and general accounting. And she ensures that entries are properly recorded, and financial statements and other financial reports are prepared accurately and timely. She also prepares monthly financial statements and various other accounting and billing related reports. She also performs financial statement analysis including identifying and reviewing significant variances. Her duties also include completion of various regulatory reports and company compliance reports as required and she works with the cost consultant and provides them necessary information. Ms. Tilford also works on all aspects of special projects loan (RUS) issues.

### Description of the Company's Workforce

BTC's Mission Statement is "To provide telecommunication services that improve the quality of life for our members and the continued viability of the cooperative. We will accomplish our mission by deploying appropriate technologies, at justifiable costs, with skilled and motivated employees providing customer service, while maintaining our rural heritage in the community." Our mission statement describes our management and staff. There are 20 other members of the BTC staff that have a total of 346 years (average over 17 years each) of telecommunication experience with BTC. Following is a brief description of the BTC's workforce. We have a department of Customer Service Representatives, a department of Plant Service Representatives and an Internet Support Technician. We have an accounting department and billing department. We have our IT Manager with all the appropriate technical service agreements in place to maintain a state-of-the-art telecommunications network. We have our outside plant department with lineman, installer/repairman technicians, cable splicers, video headend technician, and Central Office Technicians. All staff are dedicated to maintaining our network and assisting our customers.

### Description of interaction between any parent, subsidiary or affiliate operation

Ballard Rural Telephone Cooperative Corporation Inc. has no parent, affiliated or subsidiary operations.



### Detailed description of the proposed project

This description should include an overview of the (1) proposed solution, (2) proposed network speeds and services, (3) premises types, (4) timelines, (5) overall subscriber count, and (6) a narrative of the proposed coverage locations. 1. Proposed Solution • Ballard Rural Telephone Cooperative Corporation, Inc. (BTC) proposes to serve the New Hope proposed funded serving area (PFSA) with a Fiber-to-the-Premises (FTTP) solution which will include Calix E7-2 modular Optical Line Terminals (OLTs) solution electronics with Gigabit Passive Optical Network technology connecting to Calix Optical Network Terminations (ONTs) at the customer premises. The Calix equipment is based on providing services per ITU-T G.PON standard G.984 and amendments (if any business application requires Active Ethernet, it will be based on IEEE 802.3). Both the GPON and Active Ethernet can provide service at 100/100 Mbps; BTC will set the actual speeds according to customer subscription. • From the existing Heaton exchange vacant feeder fibers will be used to connect the New Hope PFSA to BTC's E7-2 10G ring and dual 10G internet Links, which are running at 30% and 25% capacity, respectively. The E7-2 modular unit will be interconnected to the existing E7-10G ring at the Health Central Office with the addition of 20 km optics. The backhaul (to the Health Central Office) will consist of 1.94 miles of fiber construction inside the PFSA, 0.45 miles inside the ILEC to meet up with 8.75 miles of existing fiber cable (with vacant fibers) for the final leg to the Health Central Office. The backhaul bandwidth will consist of 2 x 10 Gbps links operating in a collapsed ring configuration. The 10G GPON backhaul will adhere to ITU-T G.8032 Ethernet Ring Protection Switching standard. • Calix provides all of the existing FTTP equipment to BTC who has already received NTC "Gig Certification" for a 322 square mile service area. • The fiber optic cable strands will be Corning Glass and the cable will be compliant with ITU-T G.652. Corning, with headquarters in New York, is generally considered the global market leader of fiber optic cable production. • The New Hope Site (GPS 37.0096° N, -88.7525° W) will include two (2) remote OSP cabinets, one to house the electronics where the light signal will originate and one to house the splitter units and the fiber distribution panels that supply the customer services. • All new fiber cables will be "hubbed" on the new splitter/fiber distribution panel cabinet which will be interconnected to the new electronics cabinet with fibers connecting the electronics GPON ports to the splitters whose output fibers are terminated on the fiber termination panels. The main component of the electronics cabinet will be one (1) Calix E7-2 modular chassis equipped with a single

GFON-8 Card providing capacity for 256 GPON and four (4) Active Ethernet customers). A .48 VDC power system will provide for rectification of the commercial AC and float the battery plant which will provide at least eight (8) busy hours of DC power backup. The electronics cabinet will also be equipped with a standby generator plug for use with existing BTC portable generators. • The primary method for fiber cable construction will be buried in previously disturbed earth alongside existing roadways. This will include the use of handholes and pedestals to serve as cable access terminals. The fiber cables will be inserted into the ground using a combination of direct plowing, directional boring and the occasional digging. BTC will cut or bore rock when required to place cables at the appropriate depth. • All of the proposed technology facilities and components are already in operational use within the current BTC independent Local Exchange Carrier (ILEC) service areas. 2. Proposed Network Speeds and Services • With the construction of fiber optic cable, a total of 289 establishments will have access to an all fiber network providing "Triple Play", consisting of entertainment video, broadband internet access and voice services/access to the public switched network (PSTN). The system will be capable of providing 100/100 Mbps to all subscribers in the New Hope PFSA. 3. Premises Types • The premises types considered for this project are rural residential, business and farm lands in the westernmost part of McCracken County. 4. Timelines • This project will begin promptly upon Grant is award and construction is expected to complete in a 2-year timeframe; the remainder of the implementation period will be used to connect customers. 5. Overall Subscriber Count • A total of 289 premises are included in the overall PFSA fiber design. At a projected 50% take-rate, the total subscriber count will be 145. 6. Narrative of the Proposed Coverage Locations • BTC is applying for a grant to serve 20.19 square miles in the New Hope PFSA. This area is immediately adjacent to and east-southeast of BTC's certified Health exchange and the westernmost area of the A&T certified Paducah exchange. The proposed service area is southwest of the unincorporated community of West Paducah and west of Massac in a virtual "broadband service no-man's land". • The proposed PFSA will be a Competitive Local Exchange Carrier (CLEC) area and is essentially "no-man's broadband land" in having sufficient and consistent access to terrestrial data speeds to meet the FCC standards of 10/1 Mbps down/up; it is in the rural and westernmost part of McCracken County; farmland, sparsely populated but a critical demographic desperately needing broadband access to become educated, connected and competitive since no existing provider has seen fit to absorb the financial shock or to extend any societal benevolence. • Outside plant (OSP) construction will include an estimated 32.99 mainline route miles and 14.55 drop miles (47.54 total) of fiber optic cable construction (based on the estimated premises passed and subscriber counts mentioned above). Engineering and construction of the project will be completed using contractors. Local forces will be used to test and turn up customers to service. • A Certificate of Public Convenience and Necessity will be required and will be submitted to the Kentucky PSC upon grant award. This area will include one railroad crossing, which will require a Railroad Permit to construct and an annual fee for continued use.

Note: This section includes attachments.

## Service Areas

Name	Area Type	Service Type	Sq Miles	Population	Households	Household Type	Housing Units	States	Congressional Districts	Counties	Communities	Map
Ballard Telephone Cooperative ILEC Boundaries	Non-Funded	Existing	549.40	13,142	5,338		6,007	Illinois, Kentucky, Missouri	IL-15, KY-01, IL-12, MO-08	Massac County, McCracken County, Pulaski County, Alexander County, Ballard County, Carlisle County, Mississippi County	East Brooklyn precinct, Adkins precinct, Benton precinct, Franklin precinct, Georges Creek precinct, Grant precinct, Hillerman precinct, Jackson precinct, Metropolis No. 1 precinct, Jefferson precinct, Lincoln precinct, Logan precinct, Metropolis No. 2 precinct, Metropolis No. 3 precinct, Metropolis No. 4 precinct, Washington precinct, West Brooklyn precinct, Camelia CCD, Grahamville-Heath CCD, Paducah CCD, St. Johns-Freemont CCD, America precinct, Grand Chain precinct, Karnak precinct, Mound City precinct, Mounds precinct, Ullin precinct, Oimsted precinct, Perks precinct, Pulaski precinct, Villa Ridge precinct, Wetaug precinct, Olive Branch precinct, Cache precinct, Cairo precinct, McClure precinct, Sandusky precinct, Tammis precinct, Thebes precinct, Barlow CCD, La Center CCD, Wickliffe CCD, Arlington CCD, Bardwell CCD, Cunningham CCD, Ohio township, St. James township, Tywappity township, Wolf Island township, James Bayou township, Long Prairie township, Mississippi township	
Ballard Telephone Cooperative CLEC Boundaries	Proposed Funded	New	20.19	1,452	578		629	Kentucky	KY-01	McCracken County	Camelia CCD, Grahamville-Heath CCD, Paducah CCD, St. Johns-Freemont CCD	

# Network

## Network Design

**Description of proposed technology that will be used to deliver the broadband services:** Ballard Rural Telephone Cooperative Corporation, Inc. CLEC Project – 2019 USDA eConnectivity Grant Application Detailed Description of Existing Network Ballard Rural Telephone Cooperative Corporation, Inc. (BTC) currently provides "Triple Play" of broadband, entertainment video and voice services to a 322 square mile area with seven (7) exchanges and serving approximately 4,000 customers. Using USDA RUS loan funds, this entire service area has been recently built with a fiber-to-the-premises (FTTP) network complete with all fiber access and transport to the Internet (10G dual connections) and the Public Switched Telephone (voice) Network. The access electronics are Calix E7-2 modular Optical Line Terminals (OLTs) and Gigabit Passive Optical Network (primarily) and Active Ethernet technologies connecting to Calix Optical Network Terminals at the customer premises. The E7-2s are interconnected with an integrated 10G optical ring. The entire ILEC service area has been "Certified Gig" by NITCA. The "CORE" network components are located at the LaCenter central office where a Metaswitch with session border controllers provides the voice services. Also, at LaCenter, entertainment video signals are acquired and delivered to an access router for customer subscription and, the access router in conjunction with the Perimeter Switches provide the access to dual 10G links to the Internet. Voice services are provided with a Metaswitch software with session border controllers for security. BTC owns, controls and operates the entire local delivery platform from optical network terminals at the customer premises to the serving optical line terminations at the serving remote or central office. Calix equipment is currently used and is based on providing services per IEEE 802.3 for Ethernet to the Subscriber ("Active Ethernet" or "AE") and G.984 for the Gigabit Passive Optical Network ("GPON"). These delivery methods are capable of delivering asymmetrical and symmetrical service up to and including 1 Gbps – BTC sets the speeds according to customer subscription. BTC's current fiber optic cable strands are Corning Glass and the existing cable is compliant with ITU-T G.652. Corning, with headquarters in New York, is generally considered the global market leader of fiber optic cable production. All of the proposed technology facilities and components are already operational within the BTC ILEC service area.

**Detailed description of the applicant's existing network:** Ballard Rural Telephone Cooperative Corporation, Inc. CLEC Project – 2019 USDA eConnectivity Grant Application Detailed Description of Existing Network Ballard Rural Telephone Cooperative Corporation, Inc. (BTC) currently provides "Triple Play" of broadband, entertainment video and voice services to a 20.19 square mile area with seven (7) exchanges and serving approximately 289 premises. The New Hope Exchange which covers 289 premises. The New Hope Exchange which covers 289 premises. The E7-2 will be interconnected and integrated with BTC's existing E7-2 10G optical ring at the Health Central Office. Fed from Health, the PFSA customers will become part of the network which ultimately terminates on an access router in LaCenter to access (a) the existing Metaswitch/Session Border Controllers for all voice services and toll access, (b) the existing entertainment video sources and (c) 10G Internet egress links. The "CORE" network components, include an access router, various data switches and firewalls including Perimeter Switches for redundant Internet access all located at the LaCenter central office. All network elements needed for "Triple Play" are in place and have sufficient capacity to add the New Hope Exchange at 100% take rate. BTC will own, control and operate the entire local delivery platform from optical network terminals at the customer premises to the serving optical line terminations at the serving remote and proposes to serve the New Hope Exchange with an E7-2 Optical Line Terminal (OLT) and compatible Optical Network Terminations (at the customer premises), both of which will be sourced from Calix, Inc. The E7-2 is capable of delivering both asymmetrical and symmetrical service up to and including 1 Gbps – which will easily meet the 100/100 Mbps service commitment even with 1:32 split for GPON. BTC will set the actual individual speeds according to customer subscription. The electronics for the PFSA will be housed in a cabinet meeting GR-487-CORE certification (cabinet location 37.0096 N, -88.7525 W). This cabinet will be fed with commercial AC and, within the cabinet, dual AC rectifiers with a minimum of eight (8) busy hours of battery backup will provide the power for the E7-2; this cabinet will also be equipped with an external generator receptacle compatible with the BTC existing portable standby generator plug. This cabinet will have electronics expansion room to accommodate 100% PFSA take rate. Bundled fiber optic cable distribution sizes will be sufficient to provide services to every premise in the PFSA. All of the fiber cable counts in the PFSA will be terminated on fiber patch panels in a "passive" cabinet collocated and interconnected with the electronics cabinet. The cabinet(s) site is on the edge of the 100-year flood plain – when the detailed engineering is performed, equipment protection and maintenance personnel safety will be taken into consideration and either the site will be adjusted geographically or elevation mitigation measures will be taken (e.g. mounting cabinets on platforms sufficient to clear the 100-year flood plain levels by at least a foot). All of the proposed technology facilities and components are already in operational use within the BTC service area.

**Detailed description of the applicant's proposed network:** Ballard Rural Telephone Cooperative Corporation, Inc. CLEC Project – 2019 USDA eConnectivity Grant Application Detailed Description of Existing Network Ballard Rural Telephone Cooperative Corporation, Inc. (BTC) proposes to provide "Triple Play" of broadband, entertainment video and voice services to a 20.19 square mile PFSA (hereinafter "New Hope Exchange") which covers 289 premises. The New Hope Exchange which covers 289 premises. The E7-2 will be interconnected and integrated with BTC's existing E7-2 10G optical ring at the Health Central Office. Fed from Health, the PFSA customers will become part of the network which ultimately terminates on an access router in LaCenter to access (a) the existing Metaswitch/Session Border Controllers for all voice services and toll access, (b) the existing entertainment video sources and (c) 10G Internet egress links. The "CORE" network components, include an access router, various data switches and firewalls including Perimeter Switches for redundant Internet access all located at the LaCenter central office. All network elements needed for "Triple Play" are in place and have sufficient capacity to add the New Hope Exchange at 100% take rate. BTC will own, control and operate the entire local delivery platform from optical network terminals at the customer premises to the serving optical line terminations at the serving remote and proposes to serve the New Hope Exchange with an E7-2 Optical Line Terminal (OLT) and compatible Optical Network Terminations (at the customer premises), both of which will be sourced from Calix, Inc. The E7-2 is capable of delivering both asymmetrical and symmetrical service up to and including 1 Gbps – which will easily meet the 100/100 Mbps service commitment even with 1:32 split for GPON. BTC will set the actual individual speeds according to customer subscription. The electronics for the PFSA will be housed in a cabinet meeting GR-487-CORE certification (cabinet location 37.0096 N, -88.7525 W). This cabinet will be fed with commercial AC and, within the cabinet, dual AC rectifiers with a minimum of eight (8) busy hours of battery backup will provide the power for the E7-2; this cabinet will also be equipped with an external generator receptacle compatible with the BTC existing portable standby generator plug. This cabinet will have electronics expansion room to accommodate 100% PFSA take rate. Bundled fiber optic cable distribution sizes will be sufficient to provide services to every premise in the PFSA. All of the fiber cable counts in the PFSA will be terminated on fiber patch panels in a "passive" cabinet collocated and interconnected with the electronics cabinet. The cabinet(s) site is on the edge of the 100-year flood plain – when the detailed engineering is performed, equipment protection and maintenance personnel safety will be taken into consideration and either the site will be adjusted geographically or elevation mitigation measures will be taken (e.g. mounting cabinets on platforms sufficient to clear the 100-year flood plain levels by at least a foot). All of the proposed technology facilities and components are already in operational use within the BTC service area.

Note: This section includes attachments.

## Network Documents

Section	Document Type	Description	File Name	User	Date/Time
Network Information	Existing Network Diagram	Existing Network Diagram	Network Design Section D - Existing Network Diagram.pdf	Stephanie Curtis	Wed May 22 20:10:11 GMT 2019
Network Information	Network Design PE Certification	Network Design PE Certification	ReConnect Program Network Design Certification.pdf	Stephanie Curtis	Wed May 22 20:01:25 GMT 2019
Network Information	Other	Network Documents - Hub Functional Network	Network Documents - Hub Functional Network.pdf	Stephanie Curtis	Wed May 22 20:14:14 GMT 2019
Network Information	Other	Network Documents - PFSA Electronic Layout	Network Documents - PFSA Electronic Layout.pdf	Stephanie Curtis	Wed May 22 20:14:59 GMT 2019
Network Information	Other	Network Documents - Detailed Core Data Connections	Network Documents - Detailed Core Data Connections.pdf	Stephanie Curtis	Wed May 22 20:16:13 GMT 2019
Network Information	Proposed Network Diagram	Proposed Network Diagram	Network Design Section E - Proposed Network Diagram.pdf	Stephanie Curtis	Wed May 22 20:10:45 GMT 2019



## Build-out Timeline and Milestones

Time Frame:	BUILDOUT MILESTONE:	BUILDOUT SUPPORT FOR REASONABLENESS / DATA POINTS
2019	<p>YBQ3 - Access Equipment Design of the access equipment and the backbone network is completed and an RUS 395 contract is prepared for the purchase of the equipment required for the project.</p> <p>YBQ4 - 395 Contract is awarded and arrangements are made for delivery of access electronics over the project construction period. Common network elements are delivered and are installed with force labor. Equipment is tested and turned to service.</p> <p>YBQ4 - Design of construction and detail engineering is completed. RoW is acquired and permits are obtained. Construction contract is built and ready for bid.</p>	<p>Access equipment engineering for the whole project is required to be able to determine not only the backbone facilities required to support broadband implementation and growth, but all of the individual elements required. The access network is viewed as a whole and all common elements are purchased to support fiber deployment and cutover. It is anticipated that this contract will be negotiated as Logan already has a significant investment in access electronics associated with a specific vendor due to their prior year deployments.</p> <p>Preparation of the network for the additional fiber facilities is critical to being able to cut over customers in a timely manner when fiber cable placement is completed in the build area(s).</p> <p>The design of the facilities and the detailed engineering required to be able to develop the OSP construction contract has to be completed for the build. Everything is ready to go for the contractors to start construction once the contract is awarded.</p>
2020	<p>Y1Q1 - OSP Construction contract is let out for bid and bid award. Construction is started and undertaken during a majority of the year.</p> <p>Y1Q2 - Common access equipment required to support the subscriber cut overs are delivered to be installed with the acceptance of the new fiber facilities. The equipment is installed and turned up with force labor.</p> <p>Y1Q2 - ONT units associated with fiber deployments are delivered and received for ahead of fiber construction to facilitate cut over of the customers in a timely manner</p> <p>Y1Q4 - OSP Contract for the construction is closed out</p>	<p>Award of contract is anticipated to take place to be able to complete construction activities no later than end of 4th quarter of Year 2. Construction activities are monitored by engineering.</p> <p>The backbone network must be ready to support the required deployment of the field units. The whole network needs to be built as a single entity to provide the necessary connections between network elements and the egress facilities.</p> <p>The ONT units are required to provide service to the customers when the fiber cable is placed and accepted.</p> <p>All construction is completed and the construction contract is turned up with the contractor and as built documents are turned in to Owner. Contract closeout documents are sent to RUS.</p>
2021	<p>Y2Q2 - ONT units associated with fiber deployments are delivered and received for ahead of fiber construction to facilitate cut over of the customers in a timely manner</p> <p>Y2Q1-Q4 Fiber drops are placed as customers sign up for service</p>	<p>The ONT units are required to provide service to the customers when the fiber drop cable is placed and accepted.</p> <p>When the customer signs up for service, the fiber drop is then placed from the mainline cable to the premise.</p>
2022	<p>Y3Q2 - ONT units associated with fiber deployments are delivered and received for ahead of fiber construction to facilitate cut over of the customers in a timely manner</p> <p>Y3Q1-Q4 Fiber drops are placed as customers sign up for service</p> <p>Y3Q2 - RUS 395 contract is closed out after delivery of final subscriber network elements (ONTs) for the build. The contract will be closed and all amounts will be verified and documented</p> <p>Y3Q3 - Engineering Contract Closeout</p>	<p>The ONT units are required to provide service to the customers when the fiber drop cable is placed and accepted.</p> <p>When the customer signs up for service, the fiber drop is then placed from the mainline cable to the premise.</p> <p>The final delivery of the ONT units negotiated on the contract is completed.</p> <p>The RUS 217 contract negotiated at the beginning of the project is closed out.</p>
2023		
2024		

## Capital Investment Workbook (CIW)

### Proposed Funded Service Area

#### CIW - Service Area Costs

##### Ballard Telephone Cooperative CLEC Boundaries

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
Network and Access Equipment	Access Equipment	1x32 Splitters	5	Unit	\$900	\$4,500
Network and Access Equipment	Access Equipment	Remote OSP Electronics Cabinet	1	Unit	\$36,000	\$36,000
Network and Access Equipment	Access Equipment	ONT	145	Unit	\$250	\$36,250
Network and Access Equipment	Access Equipment	Calix OLT Cards	1	Unit	\$12,500	\$12,500
Network and Access Equipment	Access Equipment	Remote Electronics Equipment Base - Polymer Vault	1	Unit	\$3,300	\$3,300
Network and Access Equipment	Access Equipment	OLT-OIM	5	Unit	\$4,900	\$24,500
Network and Access Equipment	Access Equipment	288 Fiber Distribution Panels for Electronics Cabinet	1	Unit	\$1,500	\$1,500
Network and Access Equipment	Access Equipment	Calix E7 Shelf Assy	1	Unit	\$1,250	\$1,250
<b>Total Network and Access Equipment</b>						
Outside Plant	Drops	Fiber drop from mainline cable to network interface located on premise (~14.55 route miles)	145	Unit	\$1,676	\$119,800
Outside Plant	Fiber - Buried	Mainline fiber cable placement including loops (~32.99 route miles)	33	Route Mile	\$68,405	\$2,191,365
Outside Plant	Cabinets/underground vaults	Remote OSP 864 Splitter Cabinet (Includes Base)	1	Unit	\$22,000	\$22,000
<b>Total Outside Plant</b>						
Non-Depreciable Assets	Land	Lot for the placement of the Remote Services Cabinet including site preparation	1	Site	\$20,000	\$20,000
<b>Total Non-Depreciable Assets</b>						
<b>Total</b>						<b>\$2,596,185</b>

#### CIW - Common Network Facilities Costs

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
Network and Access Equipment	Transport Equipment	OIM 10G SFP+ 40km 1550nm)	4	Unit	\$2,200	\$8,800
<b>Total Network and Access Equipment</b>						<b>\$8,800</b>
<b>Total</b>						<b>\$8,800</b>

#### CIW - Other Costs

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
Professional Services	Engineering Services	Engineering OSP Facilities	1	Lump Sum	\$493,160.00	\$493,160
Professional Services	Engineering Services	Network Access Electronics Engineering	1	Lump Sum	\$11,060.00	\$11,060
Professional Services	Engineering Services	Grant application engineering activities.	1	Lump Sum	\$25,000.00	\$25,000
<b>Total Professional Services</b>						<b>\$529,220</b>

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
Other Expenditures	Others (Specify)	Railroad Crossing Permit	1	Lump Sum	\$5,000.00	\$5,000
Other Expenditures	Others (Specify)	Annual Fee - Railroad Crossing	4	Lump Sum	\$1,700.00	\$6,800
Other Expenditures	Others (Specify)	Switching, Billing & Accounting Database modifications to add new customers @ 1/2 hour each x 3 @ \$55/hour	145	Unit	\$82.50	\$11,963
Other Expenditures	Others (Specify)	Annual required Reconnect reporting costs	4	Unit	\$10,000.00	\$40,000
Other Expenditures	Others (Specify)	Customer Installation and Turn up to Service	145	Unit	\$100.00	\$14,500
<b>Total Other Expenditures</b>						<b>\$78,263</b>
<b>Total</b>						<b>\$607,483</b>

### CIW – Summary

Network and Access Equipment	Total Project Cost
Transport Equipment	\$8,600
Access Equipment	\$119,800
Total Network and Access Equipment	\$128,600
Outside Plant	Total Project Cost
Cabinets/Underground vaults	\$22,000
Drops	\$243,020
Fiber - Buried	\$2,191,365
Total Outside Plant	\$2,456,385
Buildings	Total Project Cost
Customer Premises Equipment	Total Project Cost
Towers	Total Project Cost
Non-Depreciable Assets	Total Project Cost
Land	\$20,000
Total Non-Depreciable Assets	\$20,000
Support Assets	Total Project Cost
Professional Services	Total Project Cost
Engineering Services	\$529,220
Total Professional Services	\$529,220
Other Expenditures	Total Project Cost
Others (Specify)	\$78,263
Total Other Expenditures	\$78,263
<b>Total Proposed Funded Service Area(s) Costs</b>	<b>\$3,212,468</b>
Funding Type	Funding Amount
Grant amount requested	\$0
Loan amount requested	\$0
Matching Funds	\$800,737
Other Funds	\$2,402,211
<b>Total Project Costs</b>	<b>\$3,212,468</b>

### Non-Funded Service Area

**CIW - Service Area Costs**

**CIW - Common Network Facilities Costs**

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
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No Records Found

**CIW - Other Costs**

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
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No Records Found

**CIW – Summary**

Network and Access Equipment	Total Project Cost
Outside Plant	Total Project Cost
Buildings	Total Project Cost
Customer Premises Equipment	Total Project Cost
Towers	Total Project Cost
Non-Depreciable Assets	Total Project Cost
Support Assets	Total Project Cost
Professional Services	Total Project Cost
Other Expenditures	Total Project Cost
Total Non-Funded Service Area(s)	\$0

**Unadvanced Prior Loan Funds**

**CIW - Service Area Costs**

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
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No Records Found

**CIW - Other Costs**

Project Asset Category	Project Asset Type	Description	Quantity	Measure Unit	Associated Project Asset Cost per unit	Total Cost
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No Records Found

**CIW – Summary**

Total Unadvanced Prior Loan Costs

## Capital Investment Schedule

### Proposed Funded Service Area

Asset Type	Asset Sub Type	CIW Summary Amounts					Amounts Fully Distributed?	
		2019	2020	2021	2022	2023	2024	Total
<b>Project Asset Category: Network and Access Equipment</b>								
Network and Access Equipment	Transport Equipment	8,800	0	0	0	0	0	8,800.00
Network and Access Equipment	Access Equipment	102,300	10,000	7,500	0	0	0	119,800.00
Network and Access Equipment	Professional Services	9,954	0	0	1,106	0	0	11,060.00
<b>Project Asset Category: Outside Plant</b>								
Outside Plant	Fiber - Buried	1,972,229	219,136	0	0	0	0	2,191,365.00
Outside Plant	Drops	243,020	24,302	0	0	0	0	243,020.00
Outside Plant	Cabinets/underground vaults	22,000	0	0	0	0	0	22,000.00
Outside Plant	Professional Services	443,844	49,316	0	0	0	0	493,160.00
<b>Project Asset Category: Non-Depreciable Assets</b>								
Non-Depreciable Assets	Land	20,000	0	0	0	0	0	20,000.00
<b>Project Asset Category: Other Expenditures</b>								
Other Expenditures	Others (Specify)	26,888	22,500	17,175	11,700	0	0	78,263.00
<b>Project Asset Category: Professional Services</b>								
Professional Services	Total	453,798	49,316	0	1,106	0	0	504,220.00
<b>Total Proposed Funded Service Area Costs</b>		<b>2,824,733</b>	<b>325,254</b>	<b>24,675</b>	<b>12,806</b>	<b>0</b>	<b>0</b>	<b>3,187,468</b>

### Annual Capital Investment

Total Proposed Funded Services Area Costs	Total Project Costs					Amounts Fully Distributed?				
	Year 1 - 2020	Year 2 - 2021	Year 3 - 2022	Year 4 - 2023	Year 5 - 2024	Total				
Total Cash Substitution Amount for Loan Portion	\$0	\$0	\$0	\$0	\$0	\$0				
Total Loan Amount	\$0	\$0	\$0	\$0	\$0	\$0				
Total Grant Amount	\$0	\$0	\$0	\$0	\$0	\$0				
Other Funds	\$0	\$0	\$0	\$0	\$0	\$0				
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				

### Non-Funded Service Area

Asset Type	Asset Sub Type	CIW Summary Amounts					Amounts Fully Distributed?	
		2019	2020	2021	2022	2023	2024	Total
No Records Found								

### Unadvanced Prior Loan Funds

Asset Type	Asset Sub Type	CIW Summary Amounts					Amounts Fully Distributed?	
		2019	2020	2021	2022	2023	2024	Total
No Records Found								

No Records Found

## Local Network Services Revenue

### Service Offerings

#### Service Offering Summary View

Service Area	Service Offering	Service Offering Description	Service Offering Status	Broadband Download Speed	Broadband Upload Speed	Customer Type	Price
Ballard Telephone Cooperative CLEC Boundaries	SO-0003570	Landline Telephone Service	Existing			Business	\$18.00
Ballard Telephone Cooperative CLEC Boundaries	SO-0004406	Broadband 500 Mbps by 500 Mbps	New	500 Mbps	500 Mbps	Business	\$256.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004404	Broadband 100 Mbps by 100 Mbps	New	100 Mbps	100 Mbps	Business	\$176.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004402	Broadband 1 Gig by 1 Gig	New	1 Gbps	1 Gbps	Residential	\$266.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004400	Broadband 500 Mbps by 500 Mbps	New	500 Mbps	500 Mbps	Residential	\$166.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004398	Broadband 100 Mbps by 100 Mbps	New	100 Mbps	100 Mbps	Residential	\$96.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004116	Standard - 144 Channels	Existing			Residential	\$87.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004115	Basic - 128 Channels	Existing			Business	\$78.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004114	Landline Telephone Service	Existing			Residential	\$18.00
Ballard Telephone Cooperative CLEC Boundaries	SO-0004112	Expanded - 159 Channels	Existing			Business	\$97.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004113	Broadband 75 Mbps by 8 Mbps	Existing	50 Mbps	4 Mbps	Business	\$136.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004111	Expanded - 159 Channels	Existing			Residential	\$87.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004110	Standard - 144 Channels	Existing			Business	\$87.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004109	Basic - 128 Channels	Existing			Residential	\$78.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004108	Mini Basic - 20 Channels	Existing			Business	\$30.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004107	Mini Basic - 20 Channels	Existing			Residential	\$30.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004106	Broadband 1 Gig by 100 Mbps	Existing	1 Gbps	100 Mbps	Business	\$296.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004105	Broadband 150 Mbps by 15 Mbps	Existing	100 Mbps	10 Mbps	Business	\$176.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004104	Broadband 1 Gig by 100 Mbps	Existing	1 Gbps	100 Mbps	Residential	\$196.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004103	Broadband 150 Mbps by 15 Mbps	Existing	100 Mbps	10 Mbps	Residential	\$96.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004102	Broadband 75 Mbps by 8 Mbps	Existing	50 Mbps	4 Mbps	Residential	\$76.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004101	Voice/Broadband 50 Mbps by 5 Mbps	Existing	50 Mbps	4 Mbps	Business	\$114.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004100	Voice/Broadband 25 Mbps by 3 Mbps	Existing	25 Mbps	3 Mbps	Business	\$94.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004099	Voice/Broadband 12 Mbps by 1 Mbp	Existing	10 Mbps	1 Mbps	Business	\$74.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004098	Voice/Broadband 50 Mbps by 5 Mbps	Existing	50 Mbps	4 Mbps	Residential	\$74.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004097	Voice/Broadband 25 Mbps by 3 Mbps	Existing	25 Mbps	3 Mbps	Residential	\$64.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004096	Voice/Broadband 12 Mbps by 1 Mbp	Existing	10 Mbps	1 Mbps	Residential	\$54.99
Ballard Telephone Cooperative CLEC Boundaries	SO-0004408	Broadband 1 Gig by 1 Gig	New	1 Gbps	1 Gbps	Business	\$366.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002776	Landline Telephone Service	Existing			Residential	\$18.00
Ballard Telephone Cooperative ILEC Boundaries	SO-0002778	Voice/Broadband 12 Mbps by 1 Mbp	Existing	10 Mbps	1 Mbps	Residential	\$54.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002779	Voice/Broadband 25 Mbps by 3 Mbps	Existing	25 Mbps	3 Mbps	Residential	\$64.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002780	Voice/Broadband 50 Mbps by 5 Mbps	Existing	50 Mbps	4 Mbps	Residential	\$74.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002784	Voice/Broadband 12 Mbps by 1 Mbp	Existing	10 Mbps	1 Mbps	Business	\$74.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002785	Voice/Broadband 25 Mbps by 3 Mbps	Existing	25 Mbps	3 Mbps	Business	\$94.99

Service Area	Service Offering	Service Offering Description	Service Offering Status	Broadband Download Speed	Broadband Upload Speed	Customer Type	Price
Ballard Telephone Cooperative ILEC Boundaries	SO-0002786	Voice/Broadband 50 Mbps by 5 Mbps	Existing	50 Mbps	4 Mbps	Business	\$114.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002889	Broadband 75 Mbps by 8 Mbps	Existing	50 Mbps	4 Mbps	Residential	\$76.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002891	Broadband 150 Mbps by 15 Mbps	Existing	100 Mbps	10 Mbps	Residential	\$96.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002893	Broadband 1 Gig by 100 Mbps	Existing	1 Gbps	100 Mbps	Residential	\$196.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002897	Broadband 150 Mbps by 15 Mbps	Existing	100 Mbps	10 Mbps	Business	\$176.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002899	Broadband 1 Gig by 100 Mbps	Existing	1 Gbps	100 Mbps	Business	\$296.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002901	Mini Basic - 20 Channels	Existing			Residential	\$30.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002903	Mini Basic - 20 Channels	Existing			Business	\$30.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002905	Basic - 128 Channels	Existing			Residential	\$78.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002911	Standard - 144 Channels	Existing			Business	\$87.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002913	Expanded - 159 Channels	Existing			Residential	\$97.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002915	Expanded - 159 Channels	Existing			Business	\$97.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0002916	Broadband 75 Mbps by 8 Mbps	Existing	50 Mbps	4 Mbps	Business	\$136.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0003569	Landline Telephone Service	Existing			Business	\$18.00
Ballard Telephone Cooperative ILEC Boundaries	SO-0003571	Basic - 128 Channels	Existing			Business	\$78.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0003572	Standard - 144 Channels	Existing			Residential	\$87.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0004397	Broadband 100 Mbps by 100 Mbps	New	100 Mbps	100 Mbps	Residential	\$96.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0004399	Broadband 500 Mbps by 500 Mbps	New	500 Mbps	500 Mbps	Residential	\$166.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0004401	Broadband 1 Gig by 1 Gig	New	1 Gbps	1 Gbps	Residential	\$266.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0004403	Broadband 100 Mbps by 100 Mbps	New	100 Mbps	100 Mbps	Business	\$176.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0004405	Broadband 500 Mbps by 500 Mbps	New	500 Mbps	500 Mbps	Business	\$256.99
Ballard Telephone Cooperative ILEC Boundaries	SO-0004407	Broadband 1 Gig by 1 Gig	New	1 Gbps	1 Gbps	Business	\$366.99

### Subscriber Projections: 2019

### Ballard Telephone Cooperative ILEC Boundaries

### Landline Telephone Service

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Voice	Landline Telephone Service			Residential										
Ballard Telephone Cooperative ILEC Boundaries: Landline Telephone Service					\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
Price														
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 12 Mbps by 1 Mbp



Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data/Voice	Voice/Broadband 12 Mbps by 1 Mbp	10 Mbps	1 Mbps	Residential

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative ILEC Boundaries: Voice/Broadband 12 Mbps by 1 Mbp</b>										
Price	\$64.99	\$64.99	\$54.99	\$54.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 25 Mbps by 3 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data/Voice	Voice/Broadband 25 Mbps by 3 Mbps	25 Mbps	3 Mbps	Residential

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative ILEC Boundaries: Voice/Broadband 25 Mbps by 3 Mbps</b>										
Price	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 50 Mbps by 5 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data/Voice	Voice/Broadband 50 Mbps by 5 Mbps	50 Mbps	4 Mbps	Residential

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative ILEC Boundaries: Voice/Broadband 50 Mbps by 5 Mbps</b>										
Price	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 12 Mbps by 1 Mbp

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data/Voice	Voice/Broadband 12 Mbps by 1 Mbp	10 Mbps	1 Mbps	Business

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative ILEC Boundaries: Voice/Broadband 12 Mbps by 1 Mbp</b>										
Price	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Baillard Telephone Cooperative ILEC Boundaries: Voice/Broadband 12 Mbps by 4 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data/Voice	Voice/Broadband 12 Mbps by 4 Mbps	12 Mbps	4 Mbps	Business	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99
	Price				0	0	0	0	0	0	0	0	0	0
	Existing Subscribers				0	0	0	0	0	0	0	0	0	0
	New Subscribers				0	0	0	0	0	0	0	0	0	0
	Cancellations				0	0	0	0	0	0	0	0	0	0
	Net Additions				0	0	0	0	0	0	0	0	0	0
	Ending Subscribers				0	0	0	0	0	0	0	0	0	0
	Churn Rate				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 25 Mbps by 3 Mbps

Baillard Telephone Cooperative ILEC Boundaries: Voice/Broadband 25 Mbps by 3 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data/Voice	Voice/Broadband 25 Mbps by 3 Mbps	25 Mbps	3 Mbps	Business	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99
	Price				0	0	0	0	0	0	0	0	0	0
	Existing Subscribers				0	0	0	0	0	0	0	0	0	0
	New Subscribers				0	0	0	0	0	0	0	0	0	0
	Cancellations				0	0	0	0	0	0	0	0	0	0
	Net Additions				0	0	0	0	0	0	0	0	0	0
	Ending Subscribers				0	0	0	0	0	0	0	0	0	0
	Churn Rate				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 50 Mbps by 5 Mbps

Baillard Telephone Cooperative ILEC Boundaries: Voice/Broadband 50 Mbps by 5 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data/Voice	Voice/Broadband 50 Mbps by 5 Mbps	50 Mbps	5 Mbps	Business	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99
	Price				0	0	0	0	0	0	0	0	0	0
	Existing Subscribers				0	0	0	0	0	0	0	0	0	0
	New Subscribers				0	0	0	0	0	0	0	0	0	0
	Cancellations				0	0	0	0	0	0	0	0	0	0
	Net Additions				0	0	0	0	0	0	0	0	0	0
	Ending Subscribers				0	0	0	0	0	0	0	0	0	0
	Churn Rate				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 75 Mbps by 8 Mbps

Baillard Telephone Cooperative ILEC Boundaries: Broadband 75 Mbps by 8 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data	Broadband 75 Mbps by 8 Mbps	75 Mbps	8 Mbps	Residential	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99
	Price				0	0	0	0	0	0	0	0	0	0
	Existing Subscribers				0	0	0	0	0	0	0	0	0	0
	New Subscribers				0	0	0	0	0	0	0	0	0	0
	Cancellations				0	0	0	0	0	0	0	0	0	0
	Net Additions				0	0	0	0	0	0	0	0	0	0
	Ending Subscribers				0	0	0	0	0	0	0	0	0	0
	Churn Rate				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Ballard Telephone Cooperative ILEC Boundaries: Broadband 75 Mbps by 8 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data	Broadband 150 Mbps by 15 Mbps	100 Mbps	10 Mbps	Residential										
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 150 Mbps by 15 Mbps

Ballard Telephone Cooperative ILEC Boundaries: Broadband 150 Mbps by 15 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data	Broadband 150 Mbps by 15 Mbps	100 Mbps	10 Mbps	Residential										
Existing Subscribers					\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 1 Gig by 100 Mbps

Ballard Telephone Cooperative ILEC Boundaries: Broadband 1 Gig by 100 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data	Broadband 1 Gig by 100 Mbps	1 Gbps	100 Mbps	Residential										
Existing Subscribers					\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 150 Mbps by 15 Mbps

Ballard Telephone Cooperative ILEC Boundaries: Broadband 150 Mbps by 15 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data	Broadband 150 Mbps by 15 Mbps	100 Mbps	10 Mbps	Business										
Existing Subscribers					\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Ballard Telephone Cooperative ILEC Boundaries: Broadband 150 Mbps by 15 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
	New Subscribers			Business	0	0	0	0	0	0	0	0	0	0
	Cancellations			Business	0	0	0	0	0	0	0	0	0	0
	Net Additions			Business	0	0	0	0	0	0	0	0	0	0
	Ending Subscribers			Business	0	0	0	0	0	0	0	0	0	0
	Churn Rate			Business	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 1 Gig by 100 Mbps

Ballard Telephone Cooperative ILEC Boundaries: Broadband 1 Gig by 100 Mbps														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
	New Subscribers			Business	\$296.99	\$296.99	\$296.99	\$296.99	\$296.99	\$296.99	\$296.99	\$296.99	\$296.99	\$296.99
	Cancellations			Business	0	0	0	0	0	0	0	0	0	0
	Net Additions			Business	0	0	0	0	0	0	0	0	0	0
	Ending Subscribers			Business	0	0	0	0	0	0	0	0	0	0
	Churn Rate			Business	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Mini Basic - 20 Channels

Ballard Telephone Cooperative ILEC Boundaries: Mini Basic - 20 Channels														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
	New Subscribers			Residential	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99
	Cancellations			Residential	0	0	0	0	0	0	0	0	0	0
	Net Additions			Residential	0	0	0	0	0	0	0	0	0	0
	Ending Subscribers			Residential	0	0	0	0	0	0	0	0	0	0
	Churn Rate			Residential	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Mini Basic - 20 Channels

Ballard Telephone Cooperative ILEC Boundaries: Mini Basic - 20 Channels														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
	New Subscribers			Business	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99	\$30.99
	Cancellations			Business	0	0	0	0	0	0	0	0	0	0
	Net Additions			Business	0	0	0	0	0	0	0	0	0	0
	Ending Subscribers			Business	0	0	0	0	0	0	0	0	0	0
	Churn Rate			Business	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Ballard Telephone Cooperative ILEC Boundaries: Mini Basic - 20 Channels														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Video	Basic - 128 Channels			Residential										
Ballard Telephone Cooperative ILEC Boundaries: Basic - 128 Channels					\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99
Price					0	0	0	0	0	0	0	0	0	0
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Basic - 128 Channels

Ballard Telephone Cooperative ILEC Boundaries: Basic - 128 Channels														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Video	Basic - 128 Channels			Residential										
Ballard Telephone Cooperative ILEC Boundaries: Basic - 128 Channels					\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99
Price					0	0	0	0	0	0	0	0	0	0
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Standard - 144 Channels

Ballard Telephone Cooperative ILEC Boundaries: Standard - 144 Channels														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Video	Standard - 144 Channels			Business										
Ballard Telephone Cooperative ILEC Boundaries: Standard - 144 Channels					\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99
Price					0	0	0	0	0	0	0	0	0	0
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Expanded - 159 Channels

Ballard Telephone Cooperative ILEC Boundaries: Expanded - 159 Channels														
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Video	Expanded - 159 Channels			Residential										
Ballard Telephone Cooperative ILEC Boundaries: Expanded - 159 Channels					\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99
Price					0	0	0	0	0	0	0	0	0	0
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0

Ballard Telephone Cooperative ILEC Boundaries: Expanded - 159 Channels											
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
Net Additions	0	0	0	0	0	0	0	0	0	0	
Ending Subscribers	0	0	0	0	0	0	0	0	0	0	
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	

### Expanded - 159 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Expanded - 159 Channels			Business
Ballard Telephone Cooperative ILEC Boundaries: Expanded - 159 Channels				
Price		\$97.99	\$97.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	
Churn Rate		0.00%	0.00%	

### Broadband 75 Mbps by 8 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 75 Mbps by 8 Mbps 50 Mbps		4 Mbps	Business
Ballard Telephone Cooperative ILEC Boundaries: Broadband 75 Mbps by 8 Mbps				
Price		\$136.99	\$136.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	
Churn Rate		0.00%	0.00%	

### Landline Telephone Service

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Voice	Landline Telephone Service			Business
Ballard Telephone Cooperative ILEC Boundaries: Landline Telephone Service				
Price		\$18	\$18	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	

Ballard Telephone Cooperative ILEC Boundaries: Landline Telephone Service	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Basic - 128 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Basic - 128 Channels			Business
<b>Ballard Telephone Cooperative ILEC Boundaries: Basic - 128 Channels</b>				
Price		\$78.99	\$78.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	
Churn Rate		0.00%	0.00%	

### Standard - 144 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Standard - 144 Channels			Residential
<b>Ballard Telephone Cooperative ILEC Boundaries: Standard - 144 Channels</b>				
Price		\$87.99	\$87.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	
Churn Rate		0.00%	0.00%	

### Broadband 100 Mbps by 100 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 100 Mbps by 100 Mbps	100 Mbps	100 Mbps	Residential
<b>Ballard Telephone Cooperative ILEC Boundaries: Broadband 100 Mbps by 100 Mbps</b>				
Price		\$96.99	\$96.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	

Ballard Telephone Cooperative ILEC Boundaries: Broadband 100 Mbps by 100 Mbps										
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2019	2020	2021	2022	2023	2024
Data	Broadband 500 Mbps by 500 Mbps	500 Mbps	500 Mbps	Residential	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Churn Rate										

### Broadband 500 Mbps by 500 Mbps

Ballard Telephone Cooperative ILEC Boundaries: Broadband 500 Mbps by 500 Mbps										
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2019	2020	2021	2022	2023	2024
Price					\$166.99	\$166.99	\$166.99	\$166.99	\$166.99	\$166.99
Existing Subscribers					0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0
Cancellations					0	0	0	0	0	0
Net Additions					0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 1 Gig by 1 Gig

Ballard Telephone Cooperative ILEC Boundaries: Broadband 1 Gig by 1 Gig										
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2019	2020	2021	2022	2023	2024
Data	Broadband 1 Gig by 1 Gig	1 Gbps	1 Gbps	Residential	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Churn Rate										

### Broadband 100 Mbps by 100 Mbps

Ballard Telephone Cooperative ILEC Boundaries: Broadband 100 Mbps by 100 Mbps										
Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2019	2020	2021	2022	2023	2024
Data	Broadband 100 Mbps by 100 Mbps	100 Mbps	100 Mbps	Business	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99
Existing Subscribers					0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0
Cancellations					0	0	0	0	0	0
Net Additions					0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%



### Broadband 500 Mbps by 500 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type			
Data	Broadband 500 Mbps by 500 Mbps	500 Mbps	500 Mbps	Business			
<b>Ballard Telephone Cooperative ILEC Boundaries: Broadband 500 Mbps by 500 Mbps</b>							
Price		2019	2020	2021	2022	2023	2024
Existing Subscribers		\$256.99	\$256.99	\$256.99	\$256.99	\$256.99	\$256.99
New Subscribers		0	0	0	0	0	0
Cancellations		0	0	0	0	0	0
Net Additions		0	0	0	0	0	0
Ending Subscribers		0	0	0	0	0	0
Churn Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 1 Gig by 1 Gig

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type			
Data	Broadband 1 Gig by 1 Gig	1 Gbps	1 Gbps	Business			
<b>Ballard Telephone Cooperative ILEC Boundaries: Broadband 1 Gig by 1 Gig</b>							
Price		2019	2020	2021	2022	2023	2024
Existing Subscribers		\$366.99	\$366.99	\$366.99	\$366.99	\$366.99	\$366.99
New Subscribers		0	0	0	0	0	0
Cancellations		0	0	0	0	0	0
Net Additions		0	0	0	0	0	0
Ending Subscribers		0	0	0	0	0	0
Churn Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Ballard Telephone Cooperative CLEC Boundaries

#### Landline Telephone Service

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type							
Voice	Landline Telephone Service			Business							
<b>Ballard Telephone Cooperative CLEC Boundaries: Landline Telephone Service</b>											
Price		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Existing Subscribers		\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
New Subscribers		0	0	0	0	0	0	0	0	0	0
Cancellations		0	0	0	0	0	0	0	0	0	0
Net Additions		0	0	0	0	0	0	0	0	0	0
Ending Subscribers		0	0	0	0	0	0	0	0	0	0
Churn Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 12 Mbps by 1 Mbp

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type							
Data/Voice	Voice/Broadband 12 Mbps by 1 Mbp	10 Mbps	1 Mbps	Residential							
<b>Ballard Telephone Cooperative CLEC Boundaries: Voice/Broadband 12 Mbps by 1 Mbp</b>											
Price		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Existing Subscribers		\$54.99	\$64.99	\$64.99	\$54.99	\$54.99	\$54.99	\$64.99	\$54.99	\$54.99	\$64.99
New Subscribers		0	0	0	0	0	0	0	0	0	0
Cancellations		0	0	0	0	0	0	0	0	0	0
Net Additions		0	0	0	0	0	0	0	0	0	0
Ending Subscribers		0	0	0	0	0	0	0	0	0	0
Churn Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 25 Mbps by 3 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type							
Data/Voice	Voice/Broadband 25 Mbps by 3 Mbps	25 Mbps	3 Mbps	Residential							
<b>Ballard Telephone Cooperative CLEC Boundaries: Voice/Broadband 25 Mbps by 3 Mbps</b>											
Price		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Existing Subscribers		\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99	\$64.99
New Subscribers		0	0	0	0	0	0	0	0	0	0
Cancellations		0	0	0	0	0	0	0	0	0	0
Net Additions		0	0	0	0	0	0	0	0	0	0
Ending Subscribers		0	0	0	0	0	0	0	0	0	0
Churn Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 50 Mbps by 5 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type							
Data/Voice	Voice/Broadband 50 Mbps by 5 Mbps	50 Mbps	4 Mbps	Residential							
<b>Ballard Telephone Cooperative CLEC Boundaries: Voice/Broadband 50 Mbps by 5 Mbps</b>											
Price		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Existing Subscribers		\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99
New Subscribers		0	0	0	0	0	0	0	0	0	0
Cancellations		0	0	0	0	0	0	0	0	0	0
Net Additions		0	0	0	0	0	0	0	0	0	0
Ending Subscribers		0	0	0	0	0	0	0	0	0	0
Churn Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 12 Mbps by 1 Mbp

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data/Voice	Voice/Broadband 12 Mbps by 1 Mbp	10 Mbps	1 Mbps	Business										
<b>Ballard Telephone Cooperative CLEC Boundaries: Voice/Broadband 12 Mbps by 1 Mbp</b>														
Price					\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99	\$74.99
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 25 Mbps by 3 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data/Voice	Voice/Broadband 25 Mbps by 3 Mbps	25 Mbps	3 Mbps	Business										
<b>Ballard Telephone Cooperative CLEC Boundaries: Voice/Broadband 25 Mbps by 3 Mbps</b>														
Price					\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99	\$94.99
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Voice/Broadband 50 Mbps by 5 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Data/Voice	Voice/Broadband 50 Mbps by 5 Mbps	50 Mbps	4 Mbps	Business										
<b>Ballard Telephone Cooperative CLEC Boundaries: Voice/Broadband 50 Mbps by 5 Mbps</b>														
Price					\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99	\$114.99
Existing Subscribers					0	0	0	0	0	0	0	0	0	0
New Subscribers					0	0	0	0	0	0	0	0	0	0
Cancellations					0	0	0	0	0	0	0	0	0	0
Net Additions					0	0	0	0	0	0	0	0	0	0
Ending Subscribers					0	0	0	0	0	0	0	0	0	0
Churn Rate					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 75 Mbps by 8 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 75 Mbps by 8 Mbps	50 Mbps	4 Mbps	Residential

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative CLEC Boundaries: Broadband 75 Mbps by 8 Mbps</b>										
Price	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99	\$76.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 150 Mbps by 15 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 150 Mbps by 15 Mbps	100 Mbps	10 Mbps	Residential

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative CLEC Boundaries: Broadband 150 Mbps by 15 Mbps</b>										
Price	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 1 Gig by 100 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 1 Gig by 100 Mbps	1 Gbps	100 Mbps	Residential

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative CLEC Boundaries: Broadband 1 Gig by 100 Mbps</b>										
Price	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99	\$196.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 150 Mbps by 15 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 150 Mbps by 15 Mbps	100 Mbps	10 Mbps	Business

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Ballard Telephone Cooperative CLEC Boundaries: Broadband 150 Mbps by 15 Mbps</b>										
Price	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Ballard Telephone Cooperative CLEC Boundaries: Broadband 150 Mbps by 15 Mbps	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 1 Gig by 100 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 1 Gig by 100 Mbps	1 Gbps	100 Mbps	Business
<b>Ballard Telephone Cooperative CLEC Boundaries: Broadband 1 Gig by 100 Mbps</b>				
Price				
Existing Subscribers				
New Subscribers				
Cancellations				
Net Additions				
Ending Subscribers				
Churn Rate				

### Mini Basic - 20 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Mini Basic - 20 Channels			Residential
<b>Ballard Telephone Cooperative CLEC Boundaries: Mini Basic - 20 Channels</b>				
Price				
Existing Subscribers				
New Subscribers				
Cancellations				
Net Additions				
Ending Subscribers				
Churn Rate				

### Mini Basic - 20 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Mini Basic - 20 Channels			Business
<b>Ballard Telephone Cooperative CLEC Boundaries: Mini Basic - 20 Channels</b>				
Price				
Existing Subscribers				
New Subscribers				
Cancellations				
Net Additions				
Ending Subscribers				
Churn Rate				

Ballard Telephone Cooperative CLEC Boundaries: Mini Basic - 20 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Basic - 128 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Basic - 128 Channels			Residential

Ballard Telephone Cooperative CLEC Boundaries: Basic - 128 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Standard - 144 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Standard - 144 Channels			Business

Ballard Telephone Cooperative CLEC Boundaries: Standard - 144 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Expanded - 159 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Expanded - 159 Channels			Residential

Ballard Telephone Cooperative CLEC Boundaries: Expanded - 159 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99	\$97.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0

Ballard Telephone Cooperative CLEC Boundaries: Expanded - 159 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 75 Mbps by 8 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 75 Mbps by 8 Mbps	50 Mbps	4 Mbps	Business
<b>Ballard Telephone Cooperative CLEC Boundaries: Broadband 75 Mbps by 8 Mbps</b>				
Price		\$136.99	\$136.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	
Churn Rate		0.00%	0.00%	

### Expanded - 159 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Expanded - 159 Channels			Business
<b>Ballard Telephone Cooperative CLEC Boundaries: Expanded - 159 Channels</b>				
Price		\$97.99	\$97.99	
Existing Subscribers		0	0	
New Subscribers		0	0	
Cancellations		0	0	
Net Additions		0	0	
Ending Subscribers		0	0	
Churn Rate		0.00%	0.00%	

### Landline Telephone Service

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Voice	Landline Telephone Service			Residential
<b>Ballard Telephone Cooperative CLEC Boundaries: Landline Telephone Service</b>				
Price		\$18	\$18	
Existing Subscribers		0	0	
New Subscribers		0	0	

Ballard Telephone Cooperative CLEC Boundaries: Landline Telephone Service	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Basic - 128 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Basic - 128 Channels			Business

Ballard Telephone Cooperative CLEC Boundaries: Basic - 128 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99	\$78.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Standard - 144 Channels

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Video	Standard - 144 Channels			Residential

Ballard Telephone Cooperative CLEC Boundaries: Standard - 144 Channels	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99	\$87.99
Existing Subscribers	0	0	0	0	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

### Broadband 100 Mbps by 100 Mbps

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 100 Mbps by 100 Mbps	100 Mbps	100 Mbps	Residential

Ballard Telephone Cooperative CLEC Boundaries: Broadband 100 Mbps by 100 Mbps	2019	2020	2021	2022	2023	2024
Price	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99	\$96.99
Existing Subscribers	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0



**Ballard Telephone Cooperative CLEC Boundaries: Broadband 100 Mbps by 100 Mbps**

	2019	2020	2021	2022	2023	2024
Net Additions	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Broadband 500 Mbps by 500 Mbps**

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 500 Mbps by 500 Mbps	500 Mbps	500 Mbps	Residential

**Ballard Telephone Cooperative CLEC Boundaries: Broadband 500 Mbps by 500 Mbps**

	2019	2020	2021	2022	2023	2024
Price	\$166.99	\$166.99	\$166.99	\$166.99	\$166.99	\$166.99
Existing Subscribers	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Broadband 1 Gig by 1 Gig**

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 1 Gig by 1 Gig	1 Gbps	1 Gbps	Residential

**Ballard Telephone Cooperative CLEC Boundaries: Broadband 1 Gig by 1 Gig**

	2019	2020	2021	2022	2023	2024
Price	\$266.99	\$266.99	\$266.99	\$266.99	\$266.99	\$266.99
Existing Subscribers	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Broadband 100 Mbps by 100 Mbps**

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 100 Mbps by 100 Mbps	100 Mbps	100 Mbps	Business

**Ballard Telephone Cooperative CLEC Boundaries: Broadband 100 Mbps by 100 Mbps**

	2019	2020	2021	2022	2023	2024
Price	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99	\$176.99
Existing Subscribers	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0

**Ballard Telephone Cooperative CLEC Boundaries: Broadband 100 Mbps by 100 Mbps**

	2019	2020	2021	2022	2023	2024
Ending Subscribers	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Broadband 500 Mbps by 500 Mbps**

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 500 Mbps by 500 Mbps	500 Mbps	500 Mbps	Business

**Ballard Telephone Cooperative CLEC Boundaries: Broadband 500 Mbps by 500 Mbps**

	2019	2020	2021	2022	2023	2024
Price	\$256.99	\$256.99	\$256.99	\$256.99	\$256.99	\$256.99
Existing Subscribers	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Broadband 1 Gig by 1 Gig**

Service Offering	Service Offering Description	Broadband Download Speed	Broadband Upload Speed	Customer Type
Data	Broadband 1 Gig by 1 Gig	1 Gbps	1 Gbps	Business

**Ballard Telephone Cooperative CLEC Boundaries: Broadband 1 Gig by 1 Gig**

	2019	2020	2021	2022	2023	2024
Price	\$366.99	\$366.99	\$366.99	\$366.99	\$366.99	\$366.99
Existing Subscribers	0	0	0	0	0	0
New Subscribers	0	0	0	0	0	0
Cancellations	0	0	0	0	0	0
Net Additions	0	0	0	0	0	0
Ending Subscribers	0	0	0	0	0	0
Churn Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Other Revenues**

Do you charge an Installation or Setup Fee when connecting new subscribers? No  
 Do you have any Other Local Network Services Revenues to report? No

**Subscriber Breakdown by Service Area**

**Ballard Telephone Cooperative ILEC Boundaries**

Service Offering	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Voice	Residential	0	0	0	0	0	0	0	0	0	0
Data/Voice	Residential	0	0	0	0	0	0	0	0	0	0
Data	Residential	0	0	0	0	0	0	0	0	0	0
Video	Residential	0	0	0	0	0	0	0	0	0	0
Data/Voice	Business	0	0	0	0	0	0	0	0	0	0
Data	Business	0	0	0	0	0	0	0	0	0	0
Video	Business	0	0	0	0	0	0	0	0	0	0
Voice	Business	0	0	0	0	0	0	0	0	0	0
Total Residential Subscribers		0	0	0	0	0	0	0	0	0	0
Total Business Subscribers		0	0	0	0	0	0	0	0	0	0
Households		5338	5338	5338	5338	5338	5338	5338	5338	5338	5338
Household Penetration Rates		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

### Ballard Telephone Cooperative CLEC Boundaries

Service Offering	Customer Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Voice	Business	0	0	0	0	0	0	0	0	0	0
Data/Voice	Business	0	0	0	0	0	0	0	0	0	0
Data	Business	0	0	0	0	0	0	0	0	0	0
Video	Business	0	0	0	0	0	0	0	0	0	0
Data/Voice	Residential	0	0	0	0	0	0	0	0	0	0
Data	Residential	0	0	0	0	0	0	0	0	0	0
Video	Residential	0	0	0	0	0	0	0	0	0	0
Voice	Residential	0	0	0	0	0	0	0	0	0	0
Total Business Subscribers		0	0	0	0	0	0	0	0	0	0
Total Residential Subscribers		0	0	0	0	0	0	0	0	0	0
Households		578	578	578	578	578	578	578	578	578	578
Household Penetration Rates		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

### Summary

Total Residential Subscribers	0	0	0	0	0	0	0	0	0	0	0
Total Business Subscribers	0	0	0	0	0	0	0	0	0	0	0

### Local Network Services Revenue

Service Offering	2019	2020	2021	2022	2023	2024
Voice (Residential)	\$0	\$0	\$0	\$0	\$0	\$0
Data/Voice (Residential)	\$0	\$0	\$0	\$0	\$0	\$0
Data (Residential)	\$0	\$0	\$0	\$0	\$0	\$0
Video (Residential)	\$0	\$0	\$0	\$0	\$0	\$0
Data/Voice (Business)	\$0	\$0	\$0	\$0	\$0	\$0
Data (Business)	\$0	\$0	\$0	\$0	\$0	\$0

Service Offering	2019	2020	2021	2022	2023	2024
Video (Business)	\$0	\$0	\$0	\$0	\$0	\$0
Voice (Business)	\$0	\$0	\$0	\$0	\$0	\$0
Residential Local Network Services Revenue)	\$0	\$0	\$0	\$0	\$0	\$0
Residential Average Revenue per User (ARPU))	\$0	\$0	\$0	\$0	\$0	\$0
Business Local Network Services Revenue)	\$0	\$0	\$0	\$0	\$0	\$0
Business Average Revenue per User (ARPU))	\$0	\$0	\$0	\$0	\$0	\$0
Other Local Network Services Revenue						
<b>Total Local Network Services Revenue</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Alternate Household Documents

### Competitor Service Offerings

### Competitor Service Offering Summary View

Service Area Funding	Service Area	Service Provider	Service Offering	Service Package Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	Price
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	Verizon Wireless	Voice/Data	Cellphone - BeyondUnlimited - Data Limited to 22 GB then slows - 720p HD video quality				\$50.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T Wireless	Voice/Data	Cellphone - Data slows after 22 GB of data/mth - 1080p HD video quality				\$58.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T Wireless	Voice/Data	Cellphone - Data slows after 22 GB of data/mth - 480p DVD video quality				\$50.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Voice/Data	Unlimited Landline Phone/25 Mbps by less than 1 Mbp - This package provides less than 1 Mbp reliable upload speed.	25 Mbps	<1 Mbps		\$87.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Voice/Data	Unlimited Landline Phone/18 Mbps by less than 1 Mbp - This package provides less than 1 Mbp of reliable upload speed.	10 Mbps	<1 Mbps		\$87.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Voice/Data	Unlimited Landline Phone/10 Mbps by less than 1 Mbp - This package provides less than reliable 10 Mbps download speed by less than 1 Mbp of reliable upload speed.	10 Mbps	<1 Mbps		\$87.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Voice/Data	Unlimited Landline Phone/5 Mbps by less than 1 Mbp - Limited to 1 TB of Data	4 Mbps	<1 Mbps		\$77.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Voice/Data	Unlimited Landline Phone/1.5 Mbps by less than 1 Mbp - Limited to 1 TB of data.	1 Mbps	<1 Mbps		\$77.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Data	25 Mbps by less than 1 Mbps - Appears this package provides less than 1 Mbp reliable upload speed.	25 Mbps	<1 Mbps		\$50.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Data	18 Mbps by less than 1 Mbp - From customers we checked, this package provides less than 1 Mbp reliable upload speed.	10 Mbps	<1 Mbps		\$50.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Data	10 Mbps by less than 1 Mbp - This package provides less than reliable 10 Mbps download and less than reliable 1 Mbp upload speeds	10 Mbps	<1 Mbps		\$50.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Data	5 Mbps by less than 1 Mbps	4 Mbps	<1 Mbps		\$40.00
Proposed Funded	Ballard Telephone Cooperative CLEC Boundaries	AT&T	Data	1.5 Mbps by less than 1 Mbps	1 Mbps	<1 Mbps		\$40.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	HughesNet	Data	Satellite - 25 Mbps by 3 Mbps - Limited to 10 GB per month - If you exceed limit, speed reduced from 1 Mbp to 3 Mbps.	25 Mbps	3 Mbps		\$49.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	HughesNet	Data	Satellite - 25 Mbps by 3 Mbps - Limited to 20 GB per month - If you exceed limit, speed reduced to 1 Mbp to 3 Mbps.	25 Mbps	3 Mbps		\$59.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	HughesNet	Data	Satellite - 25 Mbps by 3 Mbps - Limited to 30 GB per month - If you exceed limit, speed reduced to 1 Mbp to 3 Mbps.	25 Mbps	3 Mbps		\$69.99

Service Area Funding	Service Area	Service Provider	Service Offering	Service Package Description	Broadband Download Speed	Broadband Upload Speed	Customer Type	Price
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	HughesNet	Data	Satellite - 25 Mbps by 3 Mbps - Limited to 50 GB per month - If you exceed limit, speed reduced to 1 Mbp to 3 Mbps	25 Mbps	3 Mbps		\$129.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Viasat/Excede	Data	Satellite - 12 Mbps by 3 Mbps - Limited to 40 GB per month - Speed significantly reduced after monthly limit reached.	10 Mbps	3 Mbps		\$70.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Viasat/Excede	Data	Satellite - 25 Mbps by 3 Mbps - Limited to 60 GB per month - Speed significantly reduced after monthly limit reached.	25 Mbps	3 Mbps		\$100.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Viasat/Excede	Data	Satellite - 30 Mbps by 3 Mbps - Limited to 100 GB per month - Speed significantly reduced after monthly limit reached.	25 Mbps	3 Mbps		\$150.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Viasat/Excede	Voice	Satellite - Voice over Internet Protocol				\$29.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Directv	Video	Satellite - Select - 155 Channels				\$81.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Directv	Video	Satellite - Entertainment - 160 Channels				\$93.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Directv	Video	Satellite - Choice - 185 Channels				\$110.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Directv	Video	Satellite - Premier - 330 Channels				\$189.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Directv	Video	Satellite - Xtra - 235 Channels				\$124.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Directv	Video	Satellite - Ultimate - 250 Channels				\$135.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Dish Network	Video	Satellite - America's Top 120 - 190 Channels				\$79.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Dish Network	Video	Satellite - America's Top 120+ - 190+ Channels				\$84.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Dish Network	Video	Satellite - America's Top 200 - 240+ Channels				\$94.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Dish Network	Video	Satellite - America's Top 250 - 290+ Channels				\$104.99
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Verizon Wireless	Voice/Data	Celphone - Just Kids - Data limited to 5 GB per month - 480p DVD video quality				\$35.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Verizon Wireless	Voice/Data	Celphone - AboveUnlimited - Data Limited to 75 GB then slows - 720p HD video quality.				\$60.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Verizon Wireless	Voice/Data	Celphone - GoUnlimited - Data Unlimited - 480p/DVD video quality				\$40.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	Verizon Wireless	Voice/Data	Celphone - BeyondUnlimited - Data Limited to 22 GB then slows - 720p HD video quality				\$50.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	AT&T Wireless	Voice/Data	Celphone - Data slows after 22 GB of data/mth - 480p DVD video quality				\$50.00
Non-Funded	Ballard Telephone Cooperative ILEC Boundaries	AT&T Wireless	Voice/Data	Celphone - Data slows after 22 GB of data/mth - 1080p HD video quality				\$58.00

## Depreciation Schedule

### Depreciation Rates

#### CIW Project Asset Type Depreciation Rate (%)

CIW Asset Type: Network and Access Equipment

Access Equipment

Professional Services

Transport Equipment

CIW Asset Type: Outside Plant

Fiber - Buried

Drops

Cabinets/underground vaults

Professional Services

### Composite Economic Life Calculation

Project Asset Category	Project Asset Type	Depreciation Rate (%)	Economic Life (Years)	2020	2021	2022	2023	2024	Total	Economic Life Calculation
Network and Access Equipment	Transport Equipment			8,800	0	0	0	0	8,800.00	
Network and Access Equipment	Access Equipment			102,300	10,000	7,500	0	0	119,800.00	
Network and Access Equipment	Professional Services			9,954	0	0	1,106	0	11,060.00	
<b>Total Network and Access Equipment</b>				<b>121,054</b>	<b>10,000</b>	<b>7,500</b>	<b>1,106</b>	<b>0</b>	<b>139,660</b>	<b>0</b>
Outside Plant	Fiber - Buried			1,972,229	219,136	0	0	0	2,191,365.00	
Outside Plant	Drops			218,718	24,302	0	0	0	243,020.00	
Outside Plant	Cabinets/underground vaults			22,000	0	0	0	0	22,000.00	
Outside Plant	Professional Services			443,844	49,316	0	0	0	493,160.00	
<b>Total Outside Plant</b>				<b>2,656,791</b>	<b>292,754</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,949,545</b>	<b>0</b>
<b>Total</b>				<b>2,777,845</b>	<b>302,754</b>	<b>7,500</b>	<b>1,106</b>	<b>0</b>	<b>3,089,205</b>	<b>0</b>
Composite Economic Life										0

### Annual Depreciation Expense

### Proposed Funded Service Area

Project Asset Category	Project Asset Type	Depreciation Rate (%)	Economic Life (Years)	2020	2021	2022	2023	2024
Network and Access Equipment	Transport Equipment			0	0	0	0	0
Network and Access Equipment	Access Equipment			0	0	0	0	0
Network and Access Equipment	Professional Services			0	0	0	0	0
<b>Network and Access Equipment</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Outside Plant	Fiber - Buried			0	0	0	0	0
Outside Plant	Drops			0	0	0	0	0

Project Asset Category	Project Asset Type	Depreciation Rate (%)	Economic Life (Years)	2020	2021	2022	2023	2024
Outside Plant	Cabinets/underground vaults			0	0	0	0	0
Outside Plant	Professional Services			0	0	0	0	0
Outside Plant				0	0	0	0	0
<b>Total Annual Depreciation Expense</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Non-Funded Service Area

Project Asset Category	Project Asset Type	Depreciation Rate (%)	Economic Life (Years)	Year 0 (2019)	2020	2021	2022	2023	2024
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No Records Found.

### Unadvanced Prior Loan Fund

Project Asset Category	Project Asset Type	Depreciation Rate (%)	Economic Life (Years)	2019	2020	2021	2022	2023	2024
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No Records Found.

### Depreciation Expense Summary

Statement Sub-Type	2019	2020	2021	2022	2023	2024
Existing Property, Plant and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-telecommunications plant added during forecast period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telecommunications Plant - PFSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telecommunications Plant - NFSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Depreciation Expense</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Long-Term Debt Schedule

### Funded Debt - RUS/RTB/FFB Notes

Does the applicant have existing RUS debt to report? Yes

RUS ID	Note Designation	Loan Description	Original Principal Balance	Outstanding Principal Balance	Annual Interest Rate	Term of Note (Years)	Number of Payments (per Year)	Annual Payment Amount	Date of Note
KY0515	RET-10-1	RUS - Broadband	2400000	127444	4.62	18	12	212544	12/03/01
KY0515	RET-10-2	RUS - Broadband	597032	34925	4.62	18	12	53805	12/03/01
KY0515	RET-10-3	RUS - Broadband	230000	15179	4.70	18	12	23570	12/03/01
KY0515	RET-10-4	RUS - Broadband	1750000	119775	4.70	18	12	184590	12/03/01
KY0515	RET-10-5	RUS - Broadband	300000	20561	4.76	18	12	32400	12/03/01
KY0515	RET-10-6	RUS - Broadband	2400000	174814	4.00	18	12	268416	12/03/01
KY0515	RET-10-7	RUS - Broadband	7274	581	2.48	18	12	889	12/03/01
KY0515	RET-12-1	RUS - Broadband	1602726	1133254	3.48	21	12	119243	11/06/09
KY0515	RET-12-2	RUS - Broadband	775000	551527	3.74	21	12	58962	11/06/09
KY0515	RET-12-3	RUS - Broadband	500000	357261	3.89	21	12	38460	11/06/09
KY0515	RET-12-4	RUS - Broadband	2600000	1855491	3.84	21	12	199368	11/06/09
KY0515	RET-12-5	RUS - Broadband	700000	477937	2.23	21	12	46956	11/06/09
KY0515	RET-12-6	RUS - Broadband	2900000	1990984	2.38	21	12	196968	11/06/09
KY0515	RET-12-7	RUS - Broadband	3700000	2607199	2.43	21	12	259296	11/06/09
KY0515	RET-12-8	RUS - Broadband	400000	294224	3.24	21	12	30528	11/06/09
KY0515	RET-12-9	RUS - Broadband	1460000	1094247	3.07	21	12	112478	11/06/09
KY0515	RET-13-2	RUS - Broadband	405000	355813	2.93	20	12	30153	10/30/13
KY0515	RET-13-3	RUS - Broadband	4100000	3575637	2.26	20	12	289464	10/30/13
KY0515	RET-13-4	RUS - Broadband	4561800	3955630	1.75	20	12	309251	10/30/13
KY0515	RET-13-5	RUS - Broadband	3000000	2619071	1.98	20	12	208052	10/30/13
KY0515	RET-13-6	RUS - Broadband	3093815	2891172	2.62	20	12	239931	10/30/13
KY0515	RET-13-7	RUS - Broadband	3060749	2940087	3.01	20	12	250569	10/30/13
KY0515	RET-13-8	RUS - Broadband	646340	631876	3.16	20	12	54379	10/30/13

### Funded Debt - Other

Does the applicant have any other Funded Debt - 'Other' to report? No

Long-Term Debt Identifier	Name of Lender	Loan Description	Original Principal Balance	Outstanding Principal Balance	Annual Interest Rate	Term of Note (Years)	Number of Payments (per Year)	Annual Payment Amount	Start Date of Note	Is the Loan Secured by Applicant's Assets, Revenues or Stock?	Security Evidenced by UCC?	State of UCC Filing	Date of UCC Filing
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### Funded Debt - Rural Development

Does the applicant have any Rural Development Funded Loan(s) to report? No



Long-Term Debt Identifier	Name of Lender	Loan Description	Original Principal Balance	Outstanding Principal Balance	Annual Interest Rate	Term of Note (Years)	Number of Payments (per Year)	Annual Payment Amount	Start Date of Note	Is the Loan Secured by Applicant's Assets, Revenues or Stock?	Security Evidenced by UCC?	State of UCC Filing	Date of UCC Filing
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### Other Long-Term Debt

Does the applicant have any other Long-Term Debt to report? No

Long-Term Debt Identifier	Name of Lender	Loan Description	Original Principal Balance	Outstanding Principal Balance	Annual Interest Rate	Term of Note (Years)	Number of Payments (per Year)	Annual Payment Amount	Start Date of Note	Is the Loan Secured by Applicant's Assets, Revenues or Stock?	Security Evidenced by UCC?	State of UCC Filing	Date of UCC Filing
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### Obligation Under Capital Lease

Does the applicant have any Obligations Under Capital Lease to report? No

Capital Lease Identifier	Name of Lessor	Lease Description	Original Capital Lease Amount	Outstanding Capital Lease Amount	Annual Interest Rate (%)	Term of Lease (Years)	Number of Payments (per Year)	Annual Lease Payment	Start Date of Lease
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### Long-Term Debt Documents

## Capital Contributions

### Capital Contribution Schedules

Capital Contributions Source	Description	2019	2020	2021	2022	2023	2024
Owner/Member Capital	BTC's 25% Matching Funds for ReConnect Grant	\$300,000.00	\$550,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Grant	ReConnect Grant Funds	\$0.00	\$2,469,809.00	\$52,852.00	\$9,113.00	\$9,113.00	\$9,113.00
<b>Total</b>		<b>\$300,000</b>	<b>\$3,019,809</b>	<b>\$52,852</b>	<b>\$9,113</b>	<b>\$9,113</b>	<b>\$9,113</b>

### Capital Contribution Documents

#### BTC's 25% Matching Funds for ReConnect Grant

Section	Document Type	Description	File Name	User	Date/Time
Financial Information	Evidence of Equity Infusion				

#### ReConnect Grant Funds

Section	Document Type	Description	File Name	User	Date/Time
Financial Information	Grant Documents				

## Amortization Schedule

### New RUS Debt

#### Loan Information

Total Loan Amount 0.00  
Loan Term (Years) 3  
Interest Rate (%) //  
Start Date //  
Deferral Period 3

#### Amortization Summary

Monthly Payment  
Annual Payment  
Monthly Interest Rate  
Annual Interest Rate  
Future Year Advance Amount  
Deferral Period (Years)  
Future Value After Deferral Period  
Number Of Repayment Months  
Loan Term (Mos.) - Deferred  
Loan Term (Mos.)

#### RUS Debt Summary

#### Funded Debt - RUS/RTB/FFB

No Records Found.

#### Funded Debt - Unadvanced Prior Loan Fund

No Records Found.

#### Funded Debt - New Loan

No Records Found.

#### Funded Debt - Summary

No Records Found.

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**Other Debt Summary**

**Funded Debt - Other**

No Records Found.

**Funded Debt - Rural Development Loan**

No Records Found.

**Obligations Under Capital Lease**

No Records Found.

**Other Long-Term Debt**

No Records Found.

## Financial Statements

### Non-Operating Net Income

Does the applicant have any non-operating net revenues and expenses to report? Yes

### Non-Operating Expense

Non-Operating Item Type	Item	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Assumptions
Non-Operating Expense	Miscellaneous Special Charges	\$10,923	\$12,651	\$11,301	\$13,621	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Non-Operating Expense</b>		<b>\$10,923</b>	<b>\$12,651</b>	<b>\$11,301</b>	<b>\$13,621</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Non-Operating Revenue

Non-Operating Item Type	Item	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Assumptions
Non-Operating Revenue	KY RSA 1 Partnership Earnings	\$5,632,939	\$6,095,084	\$4,904,850	\$6,713,914	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	Assumption?
Non-Operating Revenue	Interest Income	\$1,371	\$87,063	\$38,419	\$10,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-Operating Revenue	SPOK, Solix & NISC Dividends	\$518	\$167	\$392	\$403	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Non-Operating Revenue</b>		<b>\$5,634,828</b>	<b>\$6,182,314</b>	<b>\$4,943,461</b>	<b>\$6,724,372</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>

### Non-Operating Net Income

Non-Operating Item Type	Item	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Assumptions
Non-Operating Net Income		\$5,623,905	\$6,169,663	\$4,932,160	\$6,710,751	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000

### Plant-in-Service Schedule

	2019	2020	2021	2022	2023	2024
Plant-in-Service, Beginning of Year	\$0	\$2,824,733	\$3,149,987	\$3,174,662	\$3,187,468	\$3,187,468
Telecommunications Plant Additions - PFSA	\$2,824,733	\$325,254	\$24,675	\$12,806	\$0	\$0
Non-Telecommunications Plant Additions						
Less Plant Retirements						
Plant-in-Service, End of Year	\$0	\$2,824,733	\$3,149,987	\$3,174,662	\$3,187,468	\$3,187,468

### Network Access Services Revenue

Does the applicant have any Network Access Services Revenue to report? Yes

Statement Sub-Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Assumptions
01-Federal Subscriber Line Charges	\$356,677.00	\$338,555.00	\$335,395.00	\$314,541.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Statement Sub-Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Assumptions
03-Federal Access Recovery Charges	\$86,410.00	\$101,146.00	\$118,969.00	\$111,457.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-Federal High Cost Loop Support	\$3,434,231.00	\$3,662,874.00	\$4,103,309.00	\$3,732,769.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-State Support	\$10,210.00	\$10,055.00	\$9,221.00	\$8,602.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09-Interstate Switched Access Revenue	\$139,313.00	\$87,639.00	\$59,450.00	\$48,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-Intrastate Switched Access Revenue	\$83,040.00	\$55,949.00	\$37,106.00	\$31,708.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11-Interstate Special Access Revenue	\$678,560.00	\$857,372.00	\$454,235.00	\$480,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12-Intrastate Special Access Revenue	\$99,969.00	\$86,537.00	\$62,818.00	\$60,246.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$4,888,410</b>	<b>\$5,200,127</b>	<b>\$5,180,503</b>	<b>\$4,788,918</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Income Statement

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Local Network Services Revenue	\$954,382	\$942,103	\$956,425	\$895,151	\$0	\$0	\$0	\$0	\$0	\$0
Network Access Services Revenue	\$4,888,410	\$5,200,127	\$5,180,503	\$4,788,918	\$0	\$0	\$0	\$0	\$0	\$0
Long Distance Network Services Revenue	\$1,498	\$22	\$1,530	\$1,503	\$0	\$0	\$0	\$0	\$0	\$0
Carrier Billing and Collection Revenue										
Other Operating Revenue	\$3,524,552	\$3,589,367	\$3,849,309	\$3,847,494						
Uncollectible Revenue	\$17,106	\$45,086	-\$12,705	\$25,336						
<b>Net Operating Revenues</b>	<b>\$9,351,736</b>	<b>\$9,696,533</b>	<b>\$10,000,472</b>	<b>\$9,507,730</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Plant Specific Operations Expense	\$864,371	\$830,962	\$903,583	\$803,278						
Plant Nonspecific Operations Expense (Excluding Depreciation and Amortization)	\$201,404	\$149,942	\$310,203	\$285,283						
Depreciation Expense	\$1,987,564	\$2,168,312	\$2,448,670	\$3,386,344	\$0	\$0	\$0	\$0	\$0	\$0
Amortization Expense	\$0	\$0	\$0	\$0						
Customer Operations and Corporate Operations Expenses	\$1,097,373	\$1,298,990	\$1,443,036	\$1,414,961						
Other Operating Expense	\$4,776,167	\$5,305,261	\$4,723,835	\$4,632,277						
<b>Total Operating Expenses</b>	<b>\$8,926,879</b>	<b>\$9,753,467</b>	<b>\$9,829,327</b>	<b>\$10,522,143</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Operating Income or Margins</b>	<b>\$424,857</b>	<b>-\$56,934</b>	<b>\$171,145</b>	<b>-\$1,014,413</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nonoperating Net Income	\$5,623,905	\$6,169,663	\$4,932,160	\$6,710,751	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000
Interest on Funded Debt (RUS, RTB and FFB Notes)	\$673,929	\$686,543	\$671,578	\$750,843	\$0	\$0	\$0	\$0	\$0	\$0
Other Interest Expense	\$36	\$119	\$218	\$60	\$0	\$0	\$0	\$0	\$0	\$0
Allowance for Funds Used During Construction	\$217,809	\$203,730	\$69,899	\$39,142						
<b>Total Fixed Charges</b>	<b>\$456,156</b>	<b>\$482,932</b>	<b>\$601,897</b>	<b>\$711,761</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Taxes	\$2,538,229	\$1,896,234	\$2,325,220	\$2,652,730						
Extraordinary Items										
<b>Total Net Income or Margins</b>	<b>\$3,054,377</b>	<b>\$3,733,563</b>	<b>\$2,176,188</b>	<b>\$2,331,847</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>
<b>EBITDA</b>	<b>\$8,036,326</b>	<b>\$8,281,041</b>	<b>\$7,551,975</b>	<b>\$9,082,682</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>
<b>EBIT</b>	<b>\$6,048,762</b>	<b>\$6,112,729</b>	<b>\$5,103,305</b>	<b>\$5,696,338</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>
Principal Payments on Long-Term Debt and Capital Leases	\$1,575,742	\$1,826,633	\$2,299,383	\$2,721,197	\$0	\$0	\$0	\$0	\$0	\$0
<b>TIER</b>	<b>7.696</b>	<b>8.731</b>	<b>4.616</b>	<b>4.276</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DSCR</b>	<b>2.444</b>	<b>2.54</b>	<b>1.759</b>	<b>1.852</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Network Access Services Revenue / Net Operating Revenues</b>	<b>52.27%</b>	<b>53.63%</b>	<b>51.8%</b>	<b>50.37%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
<b>Cash Flow from Operations / Total Debt Service</b>	<b>0</b>	<b>-0.292</b>	<b>-0.253</b>	<b>0.424</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Assumptions

Line Assumption

## Balance Sheet

### Current Assets

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Cash And Equivalents	\$5,294,579	\$4,884,090	\$5,790,018	\$12,797,475						
Cash-RUS Construction Fund	\$96,011	\$3,990,350	\$3,325,749	\$778,932						
Accounts Receivable - Affiliates	\$113,016	\$45,392	\$81,711	\$41,991						
Accounts Receivable - Non-Affiliates	\$225,389	\$209,596	\$124,489	\$72,622						
Notes Receivable - Affiliates	\$0	\$0	\$0	\$0						
Notes Receivable - Non-Affiliates	\$0	\$0	\$0	\$0						
Interest and Dividends Receivable	\$0	\$0	\$0	\$0						
Materials and Inventory	\$1,662,470	\$1,839,500	\$1,482,820	\$1,271,396						
Other Current Assets	\$1,062,456	\$1,644,186	\$1,470,961	\$792,008						
<b>Total Current Assets</b>	<b>\$8,453,921</b>	<b>\$12,613,114</b>	<b>\$12,275,748</b>	<b>\$15,754,424</b>						

### Non-Current Assets

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Investment in Affiliated Companies - Rural Development	\$10,626,776	\$11,805,198	\$11,709,853	\$13,157,105						
Investment in Affiliated Companies - Non-Rural Development	\$24,134	\$60,246	\$538,318	\$603,111						
Other Noncurrent Assets	\$2,090,898	\$2,285,253	\$2,709,012	\$2,695,891						
Intangible Assets	\$0	\$0	\$0	\$0						
<b>Total Non-Current Assets</b>	<b>\$12,693,540</b>	<b>\$14,150,697</b>	<b>\$14,957,183</b>	<b>\$16,456,107</b>						

### Plant, Property and Equipment

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Plant-in-Service	\$53,395,629	\$61,198,398	\$63,211,587	\$50,939,628	\$0	\$2,824,733	\$3,149,987	\$3,174,662	\$3,187,468	\$3,187,468
Plant Under Construction	\$6,306,544	\$4,494,365	\$4,737,644	\$1,495,457						
Plant Adjustment, Nonoperating Plant and Goodwill	\$0	\$0	\$0	\$0						
Less Accumulated Depreciation	\$31,244,361	\$33,451,669	\$33,309,328	\$19,990,436						
Net Plant	\$28,457,812	\$32,241,094	\$34,639,903	\$32,444,649						

### Current Liabilities

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Accounts Payable - Affiliates	\$409,495	\$70,422	\$49,643	\$54,877						

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Accounts Payable - Non-Affiliates	\$0	\$0	\$0	\$0						
Notes Payable - Affiliates	\$0	\$0	\$0	\$0						
Notes Payable - Non-Affiliates	\$0	\$0	\$0	\$0						
Current Maturities Long-Term Debt - RUS, RTB, and FFB Notes	\$1,826,633	\$2,299,383	\$2,721,197	\$2,488,537	\$0	\$0	\$0	\$0	\$0	\$0
Current Maturities Long-Term Debt - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Maturities Long-Term Debt - Rural Development Loan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Maturities Other Long-Term Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Current Maturities - Capital Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lines of Credit	\$0	\$0	\$0	\$0						
Other Current Liabilities	\$546,721	\$728,655	\$520,501	\$360,434						
<b>Total Current Liabilities</b>	<b>\$2,782,849</b>	<b>\$3,098,460</b>	<b>\$3,291,341</b>	<b>\$2,903,848</b>						

### Long-Term Debt

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Funded Debt - RUS, RTB, and FFB Notes	\$19,309,661	\$24,579,973	\$24,924,141	\$26,142,693	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087
Less Unapplied Payments - Cushion of Credit	\$0	\$0	\$0	\$0						
Funded Debt - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funded Debt - Rural Development Loan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Obligations Under Capital Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Long-Term Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Long-Term Debt</b>	<b>\$19,309,661</b>	<b>\$24,579,973</b>	<b>\$24,924,141</b>	<b>\$26,142,693</b>						

### Other Liabilities and Deferred Credits

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Other Long-Term Liabilities and Deferred Credits	\$1,176,598	\$1,292,196	\$1,487,094	\$1,144,057						

### Equity

Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Capital Stock Outstanding and Subscribed	\$0	\$0	\$0	\$0						
Additional Paid-in-Capital	\$0	\$0	\$0	\$0						
Membership and Capital Certificates	\$52,024	\$50,932	\$49,028	\$48,020						
Patronage Capital Credits	\$3,515,331	\$3,480,971	\$3,442,669	\$3,406,153						
Retained Earnings or Margins	\$22,768,810	\$26,502,373	\$28,678,561	\$31,010,409						
<b>Total Equity</b>	<b>\$26,336,165</b>	<b>\$30,034,276</b>	<b>\$32,170,258</b>	<b>\$34,464,582</b>						

### Totals and Calculations



Line	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Total Assets</b>	\$49,605,273	\$59,004,905	\$61,872,834	\$64,655,180	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Liabilities</b>	\$23,269,108	\$28,970,629	\$29,702,576	\$30,190,598	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087
<b>Total Liabilities and Equity</b>	\$49,605,273	\$59,004,905	\$61,872,834	\$64,655,180	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087	\$2,940,087
<b>Total Equity / Total Assets</b>	53.09%	50.9%	51.99%	53.31%	0%	0%	0%	0%	0%	0%
<b>Current Ratio</b>	3.04	4.07	3.73	5.43	.00	.00	.00	.00	.00	.00
<b>Quick Ratio</b>	2.44	3.48	3.28	4.99	.00	.00	.00	.00	.00	.00
<b>Working Capital in dollars</b>	\$5,671,072	\$9,514,654	\$8,984,407	\$12,850,576	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Liabilities/Total Equity</b>	88.35%	96.46%	92.33%	87.6%	0%	0%	0%	0%	0%	0%
<b>Net Plant / Long Term Debt</b>	1.35	1.20	1.25	1.13	.00	.00	.00	.00	.00	.00
<b>Tangible Equity</b>	\$26,336,165	\$30,034,276	\$32,170,258	\$34,464,582	-\$2,940,087	-\$2,940,087	-\$2,940,087	-\$2,940,087	-\$2,940,087	-\$2,940,087
<b>Tangible Equity / Total Assets</b>	53.09%	50.9%	51.99%	53.31%	0%	0%	0%	0%	0%	0%

## Assumptions

Line	Assumption
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## Statement of Cash Flow

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024
Beginning Cash (Cash & Equivalents plus RUS Const. Fund)	\$5,390,590	\$8,874,440	\$9,115,767	\$14,767,496	\$12,603,089	\$19,103,089	\$25,603,089	\$32,103,089	\$38,603,089

## Cash Flows From Operating Activities

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net Income (Loss)	\$3,733,563	\$2,176,188	\$2,331,847	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000
ADJUSTMENTS TO RECONCILE NET INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES									
Add: Depreciation	\$2,168,312	\$2,448,670	\$3,386,344	\$0	\$0	\$0	\$0	\$0	\$0
Add: Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Name Missing(1)	\$38,986	(\$2,591,011)							
CHANGES IN OPERATING ASSETS & LIABILITIES									
Decrease / (Increase) in Accounts Receivable	\$83,417	\$48,788	\$91,587	\$114,613	\$0	\$0	\$0	\$0	\$0
Decrease / (Increase) in Materials & Inventory	(\$177,030)	\$356,680	\$211,424	\$1,271,396	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Other Current Assets, Interest, and Dividends Receivable	(\$581,730)	\$173,225	\$678,953	\$792,008	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Accounts Payable	(\$339,073)	(\$20,779)	\$5,234	(\$54,877)	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Other Current Liabilities	\$181,934	(\$208,154)	(\$160,067)	(\$360,434)	\$0	\$0	\$0	\$0	\$0
<b>Net Cash Provided/(Used) by Operations</b>	<b>\$5,108,389</b>	<b>\$2,383,607</b>	<b>\$6,545,322</b>	<b>\$8,262,706</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>	<b>\$6,500,000</b>

## Cash Flows From Investing Activities

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024
Capital Expenditures (excluding plant constructed using grant proceeds)	(\$5,990,590)	(\$2,256,468)							
a. Plant Constructed Using Grant Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Long-Term Investments	(\$1,262,802)	(\$382,727)	(\$1,512,045)	\$13,760,216	\$0	\$0	\$0	\$0	\$0
Intangible Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Noncurrent Assets	(\$194,355)	(\$423,759)	\$13,121	\$2,695,891	\$0	\$0	\$0	\$0	\$0
<b>Net Cash Provided/(Used) by Investing Activities</b>	<b>(\$7,447,747)</b>	<b>(\$3,062,954)</b>	<b>(\$1,498,924)</b>	<b>\$16,456,107</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Cash Flows From Financing Activities

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024
Decrease / (Increase) in Notes Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Notes Payable & Lines of Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Increase / (Decrease) in Long Term Debt (Including Current Maturities)	\$5,743,062	\$765,982	\$985,892	(\$25,691,143)	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Unapplied Payments – Cushion of Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Other Liabilities & Deferred Credits	\$115,598	\$194,898	(\$343,037)	(\$1,144,057)	\$0	\$0	\$0	\$0	\$0
Increase / (Decrease) in Capital Stock, Paid-in-Capital, Membership and Capital Certificates & Other Capital	(\$1,092)	(\$1,904)	(\$1,008)	(\$48,020)	\$0	\$0	\$0	\$0	\$0
Proceeds from Grant Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Distributions (Payment of Dividends, Patronage Capital Credits Retired, or any other Distribution)	(\$34,360)	(\$38,302)	(\$36,516)						
<b>Net Cash Provided/(Used) by Financing Activities</b>	<b>\$5,823,208</b>	<b>\$920,674</b>	<b>\$605,331</b>	<b>(\$26,883,220)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Totals and Calculations

Line Item	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net Increase / (Decrease) in Cash	\$3,483,850	\$241,327	\$5,651,729	(\$2,164,407)	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000	\$6,500,000
Ending Cash	\$8,874,440	\$9,115,767	\$14,767,496	\$12,603,089	\$19,103,089	\$25,603,089	\$32,103,089	\$38,603,089	\$45,103,089

### Assumptions

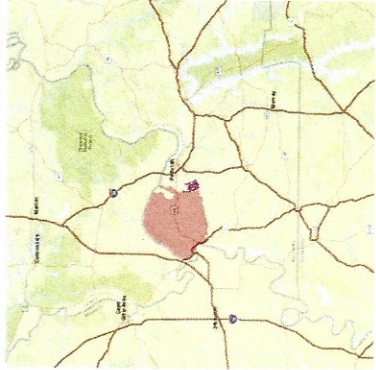
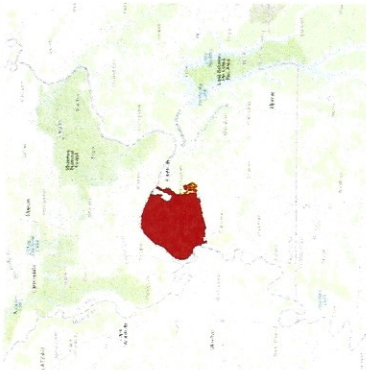
Line	Assumption
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### Additional/Optional Financial Documents

Section	Document Type	Description	File Name	Uploaded User	Uploaded Date/Time
Financial Information	Evidence of Equity Infusion				
Financial Information	Grant Documents				

## Environmental

### Construction Map

Site/Route Name	Project Location Type	Please Specify the Width of the Route (in feet):	Map
Ballard New Hope Cabinet	Site		
Ballard Telephone Cooperative CLEC Service Route	Route	75	

### Site/Route Descriptions

#### Site Descriptions

##### Ballard New Hope Cabinet

Is the proposed Site located on Tribal Land(s) as identified in the Tribal Lands layer of the Construction Map? No

Is the proposed site located on or does it cross Federally Managed Land(s) as identified in the Formally Classified Federal Lands layer of the construction? No

Buildings	Questions	Response
<p><b>Name</b></p> <p>Electronics Cabinet for Ballard New Hope Exchange</p>	<p>Is this an existing building or a building to be constructed?</p> <p>Please select the type of building to be constructed</p> <p>Disturbance Depth (in feet)</p> <p>Disturbance Length (in feet)</p> <p>Disturbance Width (in feet)</p> <p>Is the land for this building currently owned by the applicant or to be purchased?</p> <p>Is the applicant proposing to install any network and access equipment in this building?</p> <p>Please select the type of equipment that will be installed</p> <p>Are you collocating, upgrading, or installing a new antenna</p> <p>Is a FCC License required for any of this equipment?</p> <p>Where is the equipment going to be installed?</p> <p>Is the applicant proposing to install a generator at this building?</p> <p>How many generators will be installed at this building?</p> <p>Please select the type(s) of generator(s) that will be installed</p> <p>What is the installation method for the generator(s)?</p> <p>Generator Disturbance Depth (in feet)</p> <p>Generator Disturbance Length (in feet)</p> <p>Generator Disturbance Width (in feet)</p>	<p>To be Constructed Building</p> <p>Pre-fabricated building/hut</p> <p>4</p> <p>8</p> <p>8</p> <p>To be purchased</p> <p>Yes</p> <p>Batteries/UPS;Rack-mounted equipment</p> <p>No</p> <p>Inside of the building</p> <p>No</p>
<p><b>Towers</b></p> <p><b>Name</b></p>	<p><b>Questions</b></p>	<p><b>Response</b></p>
<p><b>Access Roads / Parking Lots</b></p> <p><b>Name</b></p> <p>Electronics cabinet for Ballard New Hope Exchange</p>	<p><b>Questions</b></p> <p>Is this an upgrade to an existing access road/parking lot, construction of a new access road/parking lot, or expansion of a new access road/parking lot?</p> <p>Ground Disturbance Length (in feet)</p> <p>Ground Disturbance Width (in feet)</p> <p>Ground Disturbance Depth (in feet)</p> <p>What type of material will be used to construct or expand the access road or parking lot?</p>	<p><b>Response</b></p>

## Route Descriptions

### Ballard Telephone Cooperative CLEC Service Route

Is the proposed route located on or does it cross Tribal Land(s) as identified in the Tribal Lands layer of the construction map? No

Is the proposed route located on or does it cross Federally Managed Land(s) as identified in the Formally Classified Lands layer of the construction map? No

Is the route new or upgrading/rebuilding existing telecommunication facilities? New Route

Is the route in a previously-developed, existing right-of-way?

What is the installation method?

Plowed Miles

Plowed Width

Plowed Depth

Bored Miles

Bored Entry Coordinates

Bored Exit Coordinates

Yes  
Plowed/Bored  
10.000  
1.000  
3.000  
23.000  
0.0  
0.0

Will associated cabinets or underground vaults be installed nearby in previously-disturbed or developed land? Yes

## Environmental Questionnaire

By checking the box, I affirm that I have completed the Construction Map and Site/Route Descriptions. While checked, the Construction Map and Site/Route Descriptions will lock for completion of the below EQs. To edit the Construction Map and/or Site/Route Descriptions, uncheck the box. Changing the information provided on the previous pages may result in changes to the requirements for the EQs.

The actions identified in the Site/Route Description section of this application have been determined by Rural Development to have no potential to cause effects to historic properties. There is no need to complete the S106 EQ at this time unless the S106 process has already been initiated with Tribes, the State Historic Preservation Office or other interested parties.

## Environmental Documents

### Environmental Information Documents

Section	Document Type	Description	File Name	User	Date/Time
Environmental Information	NHPA Section 106 Environmental Questionnaire	HINPA Section 106 Environmental Questionnaire	Ballard Telephone Cooperative ReConnect_Program_Section_106_EQ.pdf	Stephame Curtis	5/21/2019 4:08 PM
Environmental Information	NHPA Section 106 Environmental Questionnaire	NPA Applicant Awareness Certification	NPA Applicant Awareness Certification.pdf	Stephame Curtis	5/23/2019 7:10 AM
Environmental Information	Project Environmental Questionnaire	Project Environmental Questionnaire	Reconnect_Program_Project_EQ.pdf	Stephame Curtis	5/22/2019 4:51 PM

### Site Environmental Questionnaires

#### Ballard New Hope Cabinet

Section	Document Type	Description	File Name	User	Date/Time
Site Environmental Questionnaire	Site Environmental Questionnaire	Site Environmental Questionnaire	Ballard ReConnect_Program_Site_EQ.pdf	Stephame Curtis	Wed May 22 20:45:21 GMT 2019

### Route Environmental Questionnaires

#### Ballard Telephone Cooperative CLEC Service Route

Section	Document Type	Description	File Name	User	Date/Time
Route Environmental Questionnaire	Route Environmental Questionnaire	Route Environmental Questionnaire	Ballard ReConnect_Program_Route_EQ.pdf	Stephame Curtis	Wed May 22 20:47:48 GMT 2019

### Other Environmental Documents

Section	Document Type	Description	File Name	User	Date/Time
Other Environmental	Subpart N - Endangered Species Act (ESA) Official Species List	Ballard Cabinet Site Species List Kentucky Ecological Services Field Office	Ballard Cabinet Site Species List_Kentucky Ecological Services Field Office.pdf	Stephanie Curtis	5/22/2019 4:57 PM
Other Environmental	Subpart N - Endangered Species Act (ESA) Official Species List	Ballard Routes Species List Kentucky Ecological Services Field Office	Ballard Routes Species List_Kentucky Ecological Services Field Office.pdf	Stephanie Curtis	5/22/2019 4:58 PM
Other Environmental	Subpart N - Endangered Species Act (ESA) Official Species List	Special Status Plant and Wildlife Species Table	Special_Status_Plant_and_Wildlife_Species_Table.xlsx	Stephanie Curtis	5/22/2019 4:59 PM

## Evaluation Criteria

### Evaluation Criteria Summary

Evaluation Criteria	Input Values	Score
Farms Served	20	20 / 20
Performance of Offered Service	> or = 100 Mbps Symmetrical Service	20 / 20
Businesses	11	11 / 15
Is the Project located in a state that has a State broadband plan that has been updated within the last 5 years?	Yes	10 / 10
Is the Project located in a state that does not restrict utilities from delivering broadband service?	Yes	5 / 5
Is the Project located in a state that expedites Right of Way and environmental requirements?	Yes	5 / 5
Rurality of Proposed Funded Service Area	71.91	0 / 25
Health Care Centers	0	0 / 15
Educational Facilities	0	0 / 15
Critical Community Facilities	1	1 / 15
Tribal Lands	0.00	0 / 5

Total Score 72 / 150

Service Areas Considered 1

### Evaluation Criteria Documents

Section	Document Type	Description	File Name	User	Date/Time
Evaluation Criteria	Evidence from State Official - Broadband Plan	Ballard Telephone Cooperative's Evidence from Governor of Kentucky of the State's Broadband Plan	ReConnect - Ballard Telephone Cooperative's Updated State Broadband Plan.pdf	Randy Grogan	5/21/2019 10:11 AM
Evaluation Criteria	Evidence from State Official - Right of Way	Ballard Telephone Cooperative - Evidence from Kentucky Governor that State Expedites Right of Way and Environmental Requirements	ReConnect - Ballard Telephone Cooperative - State That Expedites Right of Way and Environmental Requirements.pdf	Randy Grogan	5/21/2019 10:15 AM
Evaluation Criteria	Evidence from State Official - Utilities	Ballard Telephone Cooperative - Evidence from Kentucky Governor That State Does Not Restrict Utilities from Delivering Broadband Services	ReConnect - Ballard Telephone Cooperative - State Does Not Restrict Utilities From Delivering Broadband.pdf	Randy Grogan	5/21/2019 10:13 AM
Evaluation Criteria	Pre-subscription Forms for Businesses	Ballard Telephone Cooperative's Pre-subscription Forms for Businesses	Pre-subscription Form for Other Businesses.pdf	Randy Grogan	5/20/2019 3:53 PM
Evaluation Criteria	Pre-subscription Forms for Farms	Ballard Telephone Cooperative's Pre-subscription Forms for Farms	Pre-subscription Form for Farms.pdf	Randy Grogan	5/20/2019 3:46 PM

## Licenses & Agreements

Section	Document Type	Description	Agreement Status	File Name	User	Date/Time
Licenses & Agreements	Building Lease Agreement		Contingent upon award			
Licenses & Agreements	Certificate of Public Convenience and Necessity (CPCN)		Contingent upon award			
Licenses & Agreements	Fiber Lease Agreement	Not Applicable	Not Required			
Licenses & Agreements	Internet Service Agreement		Contingent upon award			
Licenses & Agreements	Network Management Agreement	Not Applicable	Not Required			
Licenses & Agreements	Pole Attachment Agreement	Not Applicable	Not Required			
Licenses & Agreements	Special Permits (Federal, highway, bridge, etc.)		Contingent upon award			
Licenses & Agreements	Spectrum Lease Agreement	Not Applicable	Not Required			
Licenses & Agreements	Tower Lease Agreement	Not Applicable	Not Required			
Licenses & Agreements	Video Franchise Agreement		Contingent upon award			
Licenses & Agreements	Video Services Agreement		Contingent upon award			
Licenses & Agreements	Wireless Spectrum License(s)	Not Applicable	Not Required			
Licenses & Agreements	Wireless Spectrum License(s) for Backhaul	Not Applicable	Not Required			



## **Certification Regarding Architectural Barriers**

"All facilities financed with Rural Utilities Service (RUS) loans and/or grants that are open to the public, or in which physically handicapped persons may be employed or reside, must be designed, constructed, and/or altered to be readily accessible to, and usable by, handicapped persons. Standards for these facilities must comply with the Architectural Barriers Act of 1988, as amended, (42 U.S.C. 4151 et seq.) and with the Uniform Federal Accessibility Standards (UFAS), (Appendix A to 41 C.F.R. subpart 101-19.6)."

As a prospective primary participant recipient of financial assistance from RUS, this organization commits to comply with the requirements of the above referenced law to the effect that all facilities must be readily accessible to and usable by handicapped persons.

We, *Baillard Rural Telephone Cooperative Corporation, Inc.* (the Applicant) hereby certify that, as a prospective recipient under the ReConnect Program, we are in compliance, or will be in compliance upon completion of the project, with the above referenced law.

Acknowledge that everything above is correct to the best of my knowledge: YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. We, *Ballard Rural Telephone Cooperative Corporation, Inc.* (the Applicant) (hereinafter the "Company") hereby certify to the best of our knowledge and belief that neither the Company, nor any of its principals:
  1. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. have within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  5. have within a 3-year period preceding this Application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.

Acknowledge that everything above is correct to the best of my knowledge: YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## Certificate Regarding Flood Hazard Area Precautions

"If the project is located in an area subject to flooding, flood insurance must be provided to the extent available and required under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001 through 4128). If applicable, the insurance must cover, in addition to the buildings, any machinery, equipment, fixtures, and furnishings contained in the buildings. Rural Utilities Service will comply with Executive Order 11988, Floodplain Management (3 CFR, 1977 Comp., p. 117), and 7 CFR 1970, or this chapter in considering the application for this project."

Please check the appropriate line below:

The project is not located in a 100 year flood plain; therefore, no Flood Insurance is required.

The project is located in a 100 year flood plain and the required insurance is or will be provided by: For standard company insurance the provider is Telcom Insurance Group.

We, *Ballard Rural Telephone Cooperative Corporation, Inc.* (the Applicant) hereby certify that, as a prospective recipient under the ReConnect Program, we are in compliance, or will be in compliance during construction and/or installation of equipment and upon completion of the project, with the above referenced law.

Acknowledge that everything above is correct to the best of my knowledge. YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## **Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements**

"We, *Beillard Rural Telephone Cooperative Corporation, Inc.* (the Applicant) the undersigned certify, to the best of our knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on our behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, we shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. See <http://www.whitehouse.gov/omb/grants/sllin.pdf> for Disclosure Instructions.
3. We shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Acknowledge that everything above is correct to the best of my knowledge: YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## Civil Rights Compliance Assurance

(Title VI, Civil Rights Act of 1964, Rehabilitation Act of 1973, Age Discrimination Act of 1975)

The undersigned acknowledges that it is familiar with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 20004 et seq.) ("Title VI of the Civil Rights Act"), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) ("Section 504 of the Rehabilitation Act"), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) (the "Age Discrimination Act"), the rules and regulations of the U.S. Department of Agriculture implementing Title VI of the Civil Rights Act (7 CFR Part 15) and implementing Section 504 of the Rehabilitation Act (7 CFR Part 15b), the government-wide rules and regulations of the U.S. Department of Health and Human Services implementing the Age Discrimination Act (45 CFR Part 90) under which the U.S. Department of Agriculture is operating until such time as it adopts its own implementing regulations (7 CFR Part 15, 7 CFR Part 15b and 45 CFR Part 90 being hereinafter collectively called the "Departmental rules and regulations"), and the rules and regulations of the Rural Utilities Service implementing Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act and the Departmental rules and regulations (7 CFR Part 1786) (the "RUS Regulations").

The undersigned hereby assures the Rural Utilities Service that it will comply fully with all requirements imposed by or pursuant to such Departmental rules and regulations and the RUS regulations which require that no person, on the basis of race, color, national origin, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of its program and the operation of its facilities.

The undersigned further agrees that, in the event of its violation of or failure to comply with any of the requirements imposed by or pursuant to such Departmental rules and regulations, the United States may seek judicial enforcement of compliance with such requirements.

This assurance is executed and supplied to the Rural Utilities Service pursuant to a duly adopted resolution of the board of directors of the undersigned.

Acknowledge that everything above is correct to the best of my knowledge: YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## Federal Collection Policies for Commercial Debt Certification

Is, *Ballard Rural Telephone Cooperative Corporation, inc.* delinquent on any federal debt: NO

Note: Example of debts include, but are not limited to, delinquent taxes, guaranteed or direct government loans (more than 31 days past due) and other administrative debts. If YES, please provide explanatory information and upload as the 'Outstanding Federal Debt' attachment.

### FEDERAL COLLECTION POLICIES FOR COMMERCIAL DEBT

The Federal Government is authorized by law to take any or all of the following actions in the event that a borrower's loan payments become delinquent or the borrower defaults on its loan: (1) Report the borrower's delinquent account to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service the borrower's account; (4) Offset amounts owed to the borrower under other Federal programs; (5) Refer the borrower's debt to the Internal Revenue Service for offset against any amount owed to the borrower as an income tax refund; (6) Refer the borrower's account to a private collection agency to collect the amount due; and (7) Refer the borrower's account to the Department of Justice for litigation in the courts.

All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

Acknowledge that I have read and understand the actions the Federal Government can take in the event that I fail to meet scheduled payments in accordance with the terms and conditions of my agreements: YES

On the date and time recorded below:

Mon May 20 2019 10:56:44 AM EDT

## **Representations Regarding Felony Conviction (AD 3030) - For Corporations Only**

*Note:* You only need to complete this form if you are a Non-profit entity, For-profit corporation, or a Cooperative and Mutual Organization. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Palau, Republic of the Marshall Islands, Republic of the Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a)), as amended. The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-58, as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Name: *Ballard Rural Telephone Cooperative Corporation, Inc.*  
Tax ID# (last 4 digits): *5742*  
Applicant's Address:  
*159 West Second Street*  
*La Center*  
*Kentucky*  
*42056*

Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application? No

Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application? No

Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? No

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Acknowledge that everything above is correct to the best of my knowledge. YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Certification**

We, *Ballard Rural Telephone Cooperative Corporation, Inc.* (the Applicant) assure the U.S. government that we will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 et seq., and with implementing federal regulations in 49 C.F.R. Part 24 and 7 C.F.R. Part 21.

Specifically, we assure that whenever Federal financial assistance is used to pay for any part of the cost of a program or project which will result in the displacement of any person:

1. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons in accordance with sections 202, 203, and 204 of the Uniform Act;
2. Relocation assistance programs offering the services described in section 205 of the Uniform Act shall be provided to displaced persons; and
3. Within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with section 205(c) (3) of the Uniform Act.

Acknowledge that everything above is correct to the best of my knowledge: YES

On the date and time recorded below:  
Mon May 20 2019 10:56:44 AM EDT



## Compliance with RUS Award Documents

On behalf of *Ballard Rural Telephone Cooperative Corporation, Inc.* (the Applicant), I certify, to the best of my knowledge and belief, that: Existing agreements with, or obligations to investors, will not breach the obligations to the U. S. federal government under the RUS Award Documents, when entered into, including distribution requirements, and that any such agreements that conflict with the Award Documents will be amended before execution, so that such obligations are made contingent to compliance with the RUS Award Documents.

Will provision(s) within existing agreement(s) need to be amended so that such obligations will be in compliance with the RUS Award Documents? NO  
If the answer is Yes, please list the agreement(s) and provision(s) within each agreement that will need to be amended:

Sign that everything above is correct to the best of my knowledge: YES

On the date and time recorded below:  
Mon May 20 2019 10:58:44 AM EDT

## Manage Uploaded Documents

Section	Document Type	Description	File Name	User	Date/Time
Environmental Information	NHPA Section 106 Environmental Questionnaire	HNPA Section 106 Environmental Questionnaire	Ballard Telephone Cooperative ReConnect_Program_Section_106_EQ.pdf	Stephanie Curtis	5/21/2019 4:08 PM
Environmental Information	NHPA Section 106 Environmental Questionnaire	NPA Applicant Awareness Certification	NPA Applicant Awareness Certification.pdf	Stephanie Curtis	5/23/2019 7:10 AM
Environmental Information	Project Environmental Questionnaire	Project Environmental Questionnaire	Reconnect_Program_Project_EQ.pdf	Stephanie Curtis	5/22/2019 4:51 PM
Evaluation Criteria	Evidence from State Official - Broadband Plan	Ballard Telephone Cooperative's Evidence from Governor of Kentucky of the State's Broadband Plan	ReConnect - Ballard Telephone Cooperative's Updated State Broadband Plan.pdf	Randy Grogan	5/21/2019 10:11 AM
Evaluation Criteria	Evidence from State Official - Right of Way	Ballard Telephone Cooperative - Evidence from Kentucky Governor that State Expedites Right of Way and Environmental Requirements	ReConnect - Ballard Telephone Cooperative - State That Expedites Right of Way and Environmental Requirements.pdf	Randy Grogan	5/21/2019 10:15 AM
Evaluation Criteria	Evidence from State Official - Utilities	Ballard Telephone Cooperative - Evidence from Kentucky Governor That State Does Not Restrict Utilities from Delivering Broadband Services	ReConnect - Ballard Telephone Cooperative - State Does Not Restrict Utilities From Delivering Broadband.pdf	Randy Grogan	5/21/2019 10:13 AM
Evaluation Criteria	Pre-subscription Forms for Businesses	Ballard Telephone Cooperative's Pre-subscription Forms for Businesses	ReConnect - Ballard Telephone Cooperative - ReConnect Program Broadband Pre-subscription Form for Other Businesses.pdf	Randy Grogan	5/20/2019 3:53 PM
Evaluation Criteria	Pre-subscription Forms for Farms	Ballard Telephone Cooperative's Pre-subscription Forms for Farms	ReConnect - Ballard Telephone Cooperative - ReConnect Program Broadband Pre-subscription Form for Farms.pdf	Randy Grogan	5/20/2019 3:46 PM
Network Information	Existing Network Diagram	Existing Network Diagram	Network Design Section D - Existing Network Diagram.pdf	Stephanie Curtis	5/22/2019 4:10 PM
Network Information	Network Design PE Certification	Network Design PE Certification	ReConnect Program Network Design Certification.pdf	Stephanie Curtis	5/22/2019 4:01 PM
Network Information	Other	Network Documents - Hub Functional Network	Network Documents - Hub Functional Network.pdf	Stephanie Curtis	5/22/2019 4:14 PM
Network Information	Other	Network Documents - PFSA Electronic Layout	Network Documents - PFSA Electronic Layout.pdf	Stephanie Curtis	5/22/2019 4:14 PM
Network Information	Other	Network Documents - Detailed Core Data Connections	Network Documents - Detailed Core Data Connections.pdf	Stephanie Curtis	5/22/2019 4:16 PM
Network Information	Proposed Network Diagram	Proposed Network Diagram	Network Design Section E - Proposed Network Diagram.pdf	Stephanie Curtis	5/22/2019 4:10 PM
Project Information	Funding Request Resolution	Ballard Telephone Cooperative's Funding Request Resolution	ReConnect - Ballard Telephone Cooperative - Funding Request Resolution.pdf	Randy Grogan	5/20/2019 11:31 AM
Project Information	State-funded Areas Certification & Map of Service Area	Ballard Telephone Cooperative's Certification of No State Funding in PFSA and Map of PFSA	ReConnect - Ballard Telephone Cooperative - Certification of No State Funding in PFSA and Map of PFSA.pdf	Randy Grogan	5/21/2019 10:42 AM
Other Environmental	Subpart N - Endangered Species Act (ESA) Official Species List	Ballard Cabinet Site Species List Kentucky Ecological Services Field Office	Ballard Cabinet Site Species List_Kentucky Ecological Services Field Office.pdf	Stephanie Curtis	5/22/2019 4:57 PM
Other Environmental	Subpart N - Endangered Species Act (ESA) Official Species List	Ballard Routes Species List Kentucky Ecological Services Field Office	Ballard Routes Species List_Kentucky Ecological Services Field Office.pdf	Stephanie Curtis	5/22/2019 4:58 PM
Other Environmental	Subpart N - Endangered Species Act (ESA) Official Species List	Special Status Plant and Wildlife Species Table	Special_Status_Plant_Land_Wildlife_Species_Table.xlsx	Stephanie Curtis	5/22/2019 4:59 PM
Site Environmental Questionnaire	Site Environmental Questionnaire	Site Environmental Questionnaire	Ballard ReConnect_Program_Site_EQ.pdf	Stephanie Curtis	5/22/2019 4:45 PM
Route Environmental Questionnaire	Route Environmental Questionnaire	Route Environmental Questionnaire	Ballard ReConnect_Program_Route_EQ.pdf	Stephanie Curtis	5/22/2019 4:47 PM



Rural Development

Rural Utilities Service  
1400 Independence  
Avenue SW  
Room 2868 Stop  
1599  
Washington, DC  
20250

November 21, 2019

Randy Grogan  
CEO  
Ballard Rural Telephone Cooperative Corporation, Inc.  
159 West Second Street  
La Center, KY 42056

Dear Mr. Grogan,

We are pleased to inform you that your application for a grant from the Rural Utilities Service ReConnect Program has been approved. We are offering you a grant in the amount of \$2,409,351. The grant is subject to the terms of the enclosed Grant Agreement. The grant designation for your project is KY 1701-A61. This designation should be referenced in all future correspondence concerning this grant.

In order to comply with USDA's appropriations law requirements, you will need to execute and submit the enclosed Form AD-3031, "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants."

Please be advised that pursuant to federal regulations at 7 CFR 1970.11(b), the Agency has determined that assured access to ReConnect funding for this Project is necessary for economic rural development. As a result, the attached Grant and Security Agreement is subject to the completion of all necessary environmental procedures required by Federal law. Given that all such procedures have not yet finished on your Project, no work on the Project, whether work which will be reimbursed through federal funds, or work which will be paid for with Awardees own funds, may be engaged until successful completion of the environmental reviews. Awardee acknowledges that unless it has received written notice from the Agency, it will not engage in any work on the Project, under any circumstances, except for that required to finalize the environmental reviews. Failure to abide by this requirement will result in the termination of the Grant and Security Agreement. Additionally, Awardee acknowledges that should any findings in the environmental reviews require significant changes to the Project, and as a result to the Grant and Security



Rural Development

Rural Utilities Service  
1400 Independence  
Avenue SW  
Room 2868 Stop  
1599  
Washington, DC  
20250

Agreement, such changes will constitute an immediate deobligation of federal funding and the termination of the Grant and Security Agreement, and will not result in an amended agreement until revised terms are agreed upon and funding is determined to be still available.

Please indicate your acceptance of this offer by signing the second copy of this letter, and within 10 days from the date hereof, returning it both by email and in hard copy to:

Mr. Kenneth Kuchno, Deputy Assistant Administrator  
Policy and Outreach Division  
Stop 1599, Room 2868, South Building  
1400 Independence Avenue, SW  
Washington, DC 20250-1597  
kenneth.kuchno@usda.gov

Upon receipt of the second copy of this letter, the grant documents will be prepared and forwarded in the near future for execution. This grant is approved with the understanding that the grant documents will be authorized and executed by your organization and returned to us within the time period which will be set forth in the letter of transmittal.



United States Department of Agriculture

Rural Development

Rural Utilities Service  
1400 Independence  
Avenue SW  
Room 2868 Stop  
1599  
Washington, DC  
20250

Although we are very glad to be making this grant to Ballard Rural Telephone Cooperative Corporation, Inc., we would appreciate it if you did not announce this grant offer until USDA makes a formal announcement of your acceptance of the grant.

Sincerely,

CHAD RUPE  
Administrator  
Rural Utilities Service

ACCEPTANCE:

Ballard Rural Telephone Cooperative Corporation, Inc.

By: Randy C Grogan  
Name: Randy C Grogan  
Title: CEO/General Manager  
Date: November 22, 2019

Enclosures:  
Grant and Security Agreement  
Form AD-3031

A.A#: RECON 50

RUS Project Designation:

KY 1701-A61

ReCONNECT PROGRAM

GRANT AND SECURITY AGREEMENT

dated as of March 5, 2020

between

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

and

THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL UTILITIES SERVICE

**ReCONNECT PROGRAM  
GRANT AND SECURITY AGREEMENT**

THIS GRANT AND SECURITY AGREEMENT (this "Agreement"), dated as of March 5, 2020 is between **BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.** ("Awardee"), a corporation existing under the laws of Kentucky, and the **UNITED STATES OF AMERICA**, acting through the Administrator of the Rural Utilities Service ("RUS").

The Awardee has applied for financial assistance ("Application") from RUS to finance the construction of a broadband infrastructure project to serve rural areas where at least 100% of the households are without sufficient access to broadband.

RUS is willing to extend financial assistance, in the form of a grant to the Awardee, pursuant to the Consolidated Appropriations Act, 2018, Pub. L. 115-141, § 779 (the "FY2018 Appropriations"), the Funding Opportunity Announcement published at 83 Fed. Reg. 64315 (Dec. 14, 2018), and Title VI of the Rural Electrification Act of 1936 (7 U.S.C. §§ 901 *et seq.*), and all applicable federal regulations, on the terms and conditions stated herein.

The Awardee is willing to secure the grant and its other obligations to RUS on the terms stated herein.

THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree and bind themselves as follows:

**ARTICLE I – DEFINITIONS**

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided herein or in the FOA, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Accounting Requirements" shall mean compliance with U.S. Generally Accepted Accounting Principles (GAAP) acceptable to RUS, as well as compliance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200 and the system of accounting prescribed by RUS Bulletin 1770B-1.

"Advance" or "Advances" shall mean the disbursement of grant funds in accordance with this Agreement.

"Affiliate" or "Affiliated Company" of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, "control" means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

"Application" shall have the meaning as defined in the second paragraph hereof.

"Award" shall mean the grant described in Article III.

"Awardee" shall mean the grant recipient named in the first paragraph hereof.

"Buildout Timeline" shall mean the detailed schedule describing the Project build out, submitted with the RUS approved Application, as may be amended from time to time with prior written RUS consent.

"Business Day" shall mean any day that RUS and the Department of Treasury are both open for business.

"Collateral" shall mean any of the property financed with the grant, and pledged as security for the grant, described in Article IX.

"Composite Economic Life" means the weighted (by dollar amount of each class of facility in the Award) average economic life of all classes of facilities in the Award, as determined by RUS.

"Current ratio" shall mean the current assets divided by current liabilities, as set forth in Section 5.16 hereof.

"Distribution" shall have the meaning as defined in Section 7.4.

"Eligible Purposes" shall mean purposes and expenses which are specified in the FOA as being eligible for funding.

"Event of Default" shall have the meaning as defined in Article X.

"Expiration Date" shall have the meaning as defined in Section 3.1(b).

"FOA" shall mean the Funding Opportunity Announcement, published in the Federal Register at 83 Fed. Reg. 64315 (Dec. 14, 2018).

"Form 481" shall have the meaning as defined in Section 4.3(e).

"GAAP" shall mean generally accepted accounting principles in the United States.

"Grant" shall mean the grant described in Section 3.1.

"Grant Agreement" shall mean, collectively, this Agreement and the Security Documents.

"Laws" shall have the meaning as defined in paragraph (e) of Article II.

"Material Adverse Effect" shall mean a material adverse effect on, or change in, the condition, financial or otherwise, operations, properties, business or prospects of the Awardee or on the ability of the Awardee to perform its obligations under the Grant Agreement as determined by RUS.

"Network Design" shall mean the network as described in the RUS approved Application.

"Permitted Encumbrances" shall mean:

- (1) liens for taxes, assessments and other governmental charges which are not delinquent;
- (2) liens for taxes, assessments and other governmental charges already delinquent which are currently being contested in good faith by appropriate proceedings; PROVIDED the Awardee shall have set aside on its books adequate reserves with respect thereto;



- (3) mechanics', workmen's, repairmen's, materialmen's, warehousemen's and carriers' liens and other similar liens arising in the ordinary course of business and which are not delinquent, or which are being contested in good faith and have not proceeded to judgment; PROVIDED the Awardee shall have set aside on its books adequate reserves with respect thereto;
- (4) liens in respect of judgments or awards with respect to which the Awardee shall in good faith currently be prosecuting an appeal or proceedings for review and with respect to which the Awardee shall have secured a stay of execution pending such appeal or proceedings for review; PROVIDED the Awardee shall have set aside on its books adequate reserves with respect thereto;
- (5) liens or privileges of any employees of the Awardee for salary or wages earned but not yet payable;
- (6) any obligations or duties, affecting the property of the Awardee, to any municipality or governmental or other public authority with respect to any franchise, grant, license or permit;
- (7) any right which any municipal or governmental authority may have by virtue of any franchise, license, contract or statute to purchase, or designate a purchaser of or order the sale of, any property of the Awardee upon payment of cash or reasonable compensation therefor or to terminate any franchise, license or other rights or to regulate the property and business of the Awardee; PROVIDED, HOWEVER, that nothing in this clause 7 is intended to waive any claim or rights that RUS may otherwise have under Federal laws; and
- (8) any lien required by law or governmental regulations as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Awardee to maintain self-insurance or to participate in any fund established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, old age pensions or other social security, or to share in the privileges or benefits required for companies participating in such arrangements; PROVIDED, HOWEVER, that nothing in this clause 8 is intended to waive any claim or rights that RUS may otherwise have under Federal laws.

"Pledged Deposit Account" shall have the meaning as defined in Section 5.4.

"Project" means all of the work, as approved by the Agency, to be performed to bring broadband service to all premises in the proposed funded service area under the Application, including construction, the purchase and installation of equipment, and professional services including engineering and accountant/consultant fees, whether funded by federal assistance, matching, or other funds.

"Project Completion" shall mean that all Award funds for construction of the broadband system, excluding those funds for subscriber drop connections and customer premises equipment, have been advanced to the Awardee by RUS.

"RE Act" shall mean the Rural Electrification Act of 1936 (7 U.S.C. 901 *et seq.*).

"ReConnect Program Construction Procedures" shall mean the procedures for construction and Advances, attached hereto as Attachment 1.

"Release of Funds Date" shall mean the date funds are first made available as evidenced by the notice sent by the Agency to the Awardee.

"Security Documents" shall mean, collectively, any security agreement, financing statement, deposit account control agreement or other document providing collateral for the grant and other obligations hereunder.

"Service Obligation" shall mean the period in which grant assets must be placed into service to carry out the purposes of the ReConnect Program, and the time period in which grant assets must be secured as an exclusive, first lien on behalf of the government.

"Subsidiaries" shall mean the subsidiaries listed in Schedule 1.

## ARTICLE II - REPRESENTATIONS AND WARRANTIES

Recognizing that RUS is relying hereon, the Awardee represents and warrants, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Awardee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; (iii) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under the Grant Agreement; (iv) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable Laws; and (v) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.
- (b) *Authority.* The execution, delivery and performance by the Awardee of the Grant Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of the Awardee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which the Awardee is a party or by which it may be bound. The Awardee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- (c) *Consents.* No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance or enforcement of the Grant Agreement, except such as have been obtained and are in full force and effect.
- (d) *Binding Agreement.* Each part of the Grant Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Awardee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (e) *Compliance with Laws.* The Awardee is in compliance in all material respects with all federal, state and local laws, rules, regulations, ordinances, codes and orders (collectively, "Laws.").
- (f) *Litigation.* There are no pending or threatened legal, arbitration or governmental actions or proceedings to which the Awardee is a party or to which any of its property is subject which, if adversely determined, could have a Material Adverse Effect.

- (g) *Information Submitted with Application.* All information, reports, and other documents and data submitted to RUS in connection with the Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted to RUS in connection with the Application present fairly, in all material respects, the financial position of the Awardee and the results of its operations in conformity with Accounting Requirements. Since the date thereof, there has been no material adverse change in the financial condition or operations of the Awardee.
- (h) *Principal Place of Business.* The principal place of business and chief executive office of the Awardee is at the address of the Awardee specified in Schedule 1 hereto.
- (i) *Organization Number.* The Awardee's organization number is correctly identified in Schedule 1 hereto.
- (j) *Subsidiaries and Parent.* Any subsidiaries or parent of the Awardee are disclosed on the attached Schedule 1.
- (k) *Defaults Under Other Agreements.* No default by the Awardee has occurred under any agreement or instrument to which the Awardee is a party or to which any of its property is subject that could have a Material Adverse Effect.
- (l) *Additional Representations and Warranties.* The Awardee further represents and warrants as set forth in Schedule 1.

### **ARTICLE III – THE GRANT**

#### **Section 3.1 Grant Amount and Expiration Date.**

- (a) *Grant Amount.* RUS agrees to make and the Awardee agrees to accept, on the terms and conditions stated in this Agreement and subject to 31 U.S.C. 1551 and 1552, a grant, in the amount specified in Schedule 1 hereto (the "Grant").
- (b) *Expiration Date.* The obligation of RUS to advance the Award, or any portion thereof, shall expire on a date ("Expiration Date") five (5) years from the Release of Funds date.

#### **Section 3.2 Security Documents**

The Awardee shall execute the Security Documents, covering the Collateral, in form and substance satisfactory to RUS, and such other security instruments as required by RUS.

#### **Section 3.3 Project**

- (a) *Grant Purpose.* The grant has been made solely to finance the broadband infrastructure project specifically defined herein ("Project").
- (b) *Changes to Project.* The Awardee shall obtain the prior written approval of RUS for any material change to the network design, construction, buildout timeline, delivery of services, and/or objective(s) of the Project.

#### **Section 3.4 ACH Payments**

The Awardee consents to the use of the Automated Clearing House (ACH) Payment System and to the deposit of award funds directly into the Pledged Deposit Account.

## ARTICLE IV – CONDITIONS OF FINANCIAL ASSISTANCE

### Section 4.1 Conditions Precedent to Closing

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS;
- (b) *Grant Agreement.* RUS shall receive duly executed originals of the Grant Agreement;
- (c) *Filed and Recorded Security Documents.* RUS shall have received executed, filed and indexed financing statements covering the Collateral;
- (d) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative Awardees, RUS shall have received certified copies of the Awardee's most recent articles of incorporation or charter and bylaws. With respect to limited liability companies or similar organizations, RUS shall have received certified copies of the Awardee's most recent organization documents;
- (e) *Authorizations.* RUS shall have received satisfactory evidence that all parts of the Grant Agreement and proceedings of the Awardee necessary for duly authorizing the execution, delivery and performance of the Grant Agreement have been obtained and are in full force and effect;
- (f) *Approvals.* RUS shall have received satisfactory evidence that the Awardee has duly registered when and where required by law with all state, Federal and other public authorities and regulatory bodies and obtained all authorizations, certificates, and approvals necessary for, or required as a condition of, the validity and enforceability of each part of the Grant Agreement;
- (g) *Title Evidence.* RUS shall have received satisfactory evidence that the Awardee has good and marketable title to its property, including the Project, and holds such franchises, permits, leases, easements, rights, privileges, licenses, or right-of-way instruments, reasonably adequate in form and substance, as may be required by law for the continued maintenance and operation of the existing facilities and Project;
- (h) *Management, Service, and Operating Agreements.* Except as otherwise provided in Sections 4.2 and/or 4.3 herein, RUS shall have received all management, service, and operating agreements, in form and substance acceptable to RUS, which shall be in accordance with fees or rates presented in the *pro forma* financial statements submitted to RUS in the RUS approved Application;
- (i) *Opinion of Counsel.* RUS shall have received an opinion of counsel for the Awardee (who shall be acceptable to RUS) in form and substance acceptable to RUS for each state in which the Awardee operates; and
- (j) *Additional Conditions.* The Awardee has met all additional conditions specified in Schedule 1 hereto.

### Section 4.2 General Conditions Precedent to RUS' Obligations to Release Funds for Advance

The obligations of RUS hereunder are subject to the satisfaction of each of the following conditions precedent (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Fidelity Bond or Theft Insurance Coverage.* RUS has received copies of the fidelity bond or theft insurance policy from the Awardee, identifying RUS as a loss payee, from a surety doing business with the United States listed in 31 CFR Part 223, in the amount specified in Schedule 1, covering all officers, employees, or agents of the Awardee authorized to receive, disburse, or receive and disburse the grant;
- (b) *Current Financial Information and Certificate of Authority.* RUS has received from the Awardee: (i) its updated balance sheet, statement of cash flow, and income statement and (ii) a duly authorized and executed certification, Form 675, "Certification of Authority," designating an officer, employee, or agent of the Awardee as the person or persons authorized to execute and submit, on behalf of the Awardee, RUS Form 481, "Financial Requirement Statement;"
- (c) *Deposited Funds.* RUS has received from the Awardee evidence, satisfactory to RUS, verifying that the Awardee has on deposit in the Pledged Deposit Account, funds sufficient to fulfill the matching funds requirement and to complete the Project as specified on Schedule 1; and
- (d) *Additional Conditions.* The Awardee has met all additional conditions specified in Schedule 1 hereto.

#### **Section 4.3 Conditions to Individual Advances**

The obligations of RUS to approve any Advance are subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Awardee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date;
- (b) *Expenditure of Funds.* Notwithstanding Section 4.4, that all approved matching funds have been expended before a request for grant funds is made, as stipulated in the FOA.
- (c) *Material Adverse Effect.* That no event has occurred which has had or could have a Material Adverse Effect;
- (d) *Event of Default.* That no Event of Default and no event which with the passage of time or giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, or shall have occurred after giving effect to any Advances on the books of the Awardee;
- (e) *Requisitions and Supporting Documentation.* That RUS shall have received not more frequently than once a month, unless otherwise agreed to by RUS, a completed RUS Form 481, "Financial Requirement Statement" (hereinafter "Form 481"), bearing the original signature of the officer, employee, or agent of the Awardee authorized to receive, disburse, or receive and disburse the Award, with supporting documentation from the Awardee in accordance with the ReConnect Program Construction Procedures. Advances shall be limited to the minimum amounts required for the Awardee's immediate disbursement needs and shall be requested by the Awardee only for actual immediate cash requirements of the Awardee. Such grant advances shall be provided on a reimbursement basis, or based on unpaid third party invoices for Eligible

Purposes, or contracts approved by RUS, in accordance with the ReConnect Program Construction Procedures;

- (f) *Flood Insurance.* That for any Advance used in whole or in part to finance the construction or acquisition of any building in any area identified by the Secretary of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 (the "Flood Insurance Act") or any rules, regulations or orders issued to implement the Flood Insurance Act as any area having special flood hazards, or to finance any facilities or materials to be located in any such building, or in any building owned or occupied by the Awardee and located in such a flood hazard area, the Awardee shall have submitted evidence, in form and substance satisfactory to RUS or RUS has otherwise determined, that (i) the community in which such area is located is then participating in the national flood insurance program, as required by the Flood Insurance Act and any related regulations, and (ii) the Awardee has obtained flood insurance coverage with respect to such building and contents as may then be required pursuant to the Flood Insurance Act and any related regulations;
- (g) *Current Financial Information.* That RUS has received from the Awardee: its current, updated balance sheets, income statements and statements of cash flow;
- (h) *Compliance with Buildout Timeline and Reporting Requirements.* That RUS has received from the Awardee evidence, satisfactory to RUS, that the Project is being constructed in accordance with the Buildout Timeline and Reporting requirements in Section 6.4;
- (i) *Compliance with Grant Agreement.* That the Awardee is in material compliance with the Grant Agreement;
- (j) *Permits, Licenses and Franchises.* That RUS shall have received satisfactory evidence that the Awardee has obtained the permits, licenses, franchises and other approvals identified on Schedule 1;
- (k) *Deposited Funds.* That Awardee has maintained on deposit in the Pledged Deposit Account the matching funds requirement as well as other funds to complete the Project as specified on Schedule 1, unless expended and withdrawn as authorized by RUS;
- (l) *Additional Documents.* That the Awardee agrees to provide RUS with such additional documents as RUS may request; and
- (m) *Additional Conditions.* That the Awardee has met all additional conditions specified in Schedule 1 hereto.

#### **Section 4.4 First Advance to Pay Off Pre-Application Expenses**

Funds to pay off certain pre-application expenses, as defined in the FOA, if any, must be included in the first Advance.

### **ARTICLE V – AFFIRMATIVE COVENANTS**

#### **Section 5.1 General**

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the affirmative covenants contained in this Article V.

#### **Section 5.2 Use of Advances**

The Awardee shall expend Award funds only for Eligible Purposes in accordance with the RUS approved line item Project budget and Form(s) 481 submitted to RUS prior to the advance of funds.

**Section 5.3 Unused and Disallowed Advances**

- (a) The Awardee shall return to RUS forthwith all or any advanced portion of the grant not disbursed by the Awardee for the Project or not needed to complete the Project with any interest earned thereon when deposited in the Pledged Deposit Account.
- (b) The Awardee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by an RUS grant audit. Disallowances shall be satisfied, as directed by RUS, by either administrative offset against other approved purposes on Form(s) 481 or repaying the disallowed amount directly to the United States Treasury. Such disallowed amounts shall accrue interest payable to RUS from the date RUS delivers to the Awardee a written demand for payment. Interest shall accrue on disallowed grant Advances at the then current United States Treasury rate as prescribed by the Secretary of the Treasury. Closeout of the grant will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Awardee's obligation to return any disallowed expenditures.

**Section 5.4 Deposit of Advances into Pledged Deposit Account**

- (a) The Awardee shall open and maintain a deposit account pledged to RUS ("Pledged Deposit Account,") in a bank or depository whose deposits are insured by the Federal Deposit Insurance Corporation or other federal agency acceptable to RUS and shall be identified by the RUS' designation of the Awardee followed by the words "Pledged Deposit Account." The Awardee shall promptly deposit proceeds from all Advances, including previously advanced funds whose original expenditure has been disallowed by an RUS audit into the Pledged Deposit Account. Moneys in the Pledged Deposit Account shall be used solely for the purposes for which Advances were made, or for such other purposes as may be approved in writing by RUS. Deposits and disbursements from the Pledged Deposit Account shall be made and recorded in accordance with the ReConnect Program Construction Procedures.
- (b) *First Lien on Pledged Deposit Account.* The Awardee shall perfect and maintain a first and prior lien in the Pledged Deposit Account (pursuant to a deposit account agreement or similar agreement or mechanism for perfecting as provided by applicable law) in form acceptable to RUS.

**Section 5.5 Additional Project Funding**

The Awardee shall ensure that adequate funding is in place to complete the Project and will, after obtaining the prior written approval of RUS, obtain additional loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

**Section 5.6 Miscellaneous Notices**

The Awardee shall furnish to RUS:

- (a) *Notice of Default.* Promptly after becoming aware thereof, notice of the occurrence of any default under the Grant Agreement or the receipt of any notice given pursuant to the Grant Agreement with respect to the occurrence of any event which with the giving of notice or the passage of time, or both, could become an Event of Default hereunder or under any other part of the Grant Agreement.

- (b) *Notice of Litigation.* Promptly after the commencement thereof, notice of the commencement of all actions, suits or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting the Awardee or any Affiliate which, if adversely determined, could have a Material Adverse Effect.
- (c) *Regulatory and Other Notices.* Promptly after receipt thereof, copies of any notices or other communications received from any governmental authority with respect to any matter or proceeding which could have a Material Adverse Effect.
- (d) *Material Adverse Effect.* Promptly after becoming aware thereof, notice of any matter which has resulted or may result in a Material Adverse Effect.
- (e) *Corporate Document Changes.* Thirty (30) days prior to their effectiveness, any amendments, supplements or modifications to the Awardee's Articles of Incorporation, Charter, Bylaws, Operating Agreement, Members Agreements or other Organizational Documents.
- (f) *Other Information.* Such other information regarding the condition, financial or otherwise, or operations of the Awardee as RUS may, from time to time, reasonably request.

#### **Section 5.7 Service Obligation**

The Awardee shall provide the level of broadband service described in the RUS approved Application commencing from the date of Project Completion until the end of the Composite Economic Life of the facilities financed by the Award as specified on Schedule 1. Awardee acknowledges that given the significant amount of government contribution to the Project in the form of a grant, the Service Obligation is a significant portion of the public benefit of the Award, and that a material breach of the Service Obligation shall be an Event of Default. Awardee also acknowledges that grant assets must be secured as an exclusive, first lien on behalf of the government, as required by the ReConnect Program.

#### **Section 5.8 Obligations with Respect to the Construction, Operation and Maintenance of the Project**

- (a) *Project Management and Operation.* The Awardee shall be responsible for the management of the Project and will operate the Project in an efficient and economic manner as well as maintaining the Project in good repair.
- (b) *Construction in Accordance with Network Design and Buildout Timeline.* The Awardee shall cause the Project to be constructed and/or built out, and completed in accordance with the Network Design submitted with the RUS approved Application, as such design may be amended with prior RUS consent, and the Buildout Timeline.
- (c) *General Insurance Requirements.* The Awardee shall take out and maintain insurance on the Project and any other property acquired with the grant in accordance with 7 CFR Section 1788 as well as maintaining the fidelity bond or theft insurance coverage required in Section 4.2(a) hereof.
- (d) *Contracting.* The Awardee may, in accordance with the ReConnect Program Construction Procedures, contract for goods and services to be funded by the Award, using RUS form contracts or private contracts; provided that private contracts must comply with equal employment opportunity and civil rights requirements.
- (e) *Commencement and Completion of the Project.*



- (1) Awardees are required to commence the Project within 180 days from the date that RUS notifies in writing that the environmental review process has been concluded; and
- (2) Project Completion shall occur within five years from the Release of Funds Date.

### **Section 5.9 Preservation of Existence and Rights**

The Awardee shall take or cause to be taken all such actions as from time to time may be necessary to preserve its existence and to preserve and renew all franchises, contracts, rights of way, easements, permits, and licenses now or hereafter to be granted or conferred upon it, with respect to the Project, the loss of which would have a Material Adverse Effect.

### **Section 5.10 Compliance with Laws**

Awardees shall comply with all applicable federal and state laws, including but not limited to: (i) The nondiscrimination and equal employment opportunity requirements of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e *et seq.*, 7 CFR pt. 15); (ii) Section 504 of the Rehabilitation Act (29 U.S.C. § 794 *et seq.*; 7 CFR pt. 15b); (iii) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*; 45 CFR pt. 90); (iv) Executive Order 11375, amending Executive Order 11246, Relating to Equal Employment Opportunity (3 CFR pt. 102); (v) The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*); (vi) The Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board; (vii) The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 CFR 1970; (viii) The Native American Graves Protection and Repatriation Act (25 USC 3001 *et seq.*, 43 CFR § 10.4); (ix) The Communications Act of 1934, as amended, (47 U.S.C. § 151 *et seq.*); (x) The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and (xi) The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 *et seq.*) (CALEA).

### **Section 5.11 Equal Opportunity Requirements**

- (a) *Equal Opportunity Provisions in Construction Contracts.* The Awardee shall incorporate or cause to be incorporated into any construction contract, as defined in Executive Order 11246 of September 24, 1965 and implementing regulations, which is paid for in whole or in part with funds obtained from RUS or borrowed on the credit of the United States pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any RUS program involving such grant, contract, loan, insurance or guarantee, the equal opportunity provisions set forth in Attachment 2 hereto, entitled Equal Opportunity Contract Provisions.
- (b) *Equal Opportunity Contract Provisions Also Bind the Awardee.* The Awardee further agrees that it shall be bound by such equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.
- (c) *Sanctions and Penalties.* The Awardee agrees that it shall cooperate actively with RUS and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it shall furnish RUS and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of RUS' primary responsibility for securing compliance. The Awardee further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part II,

Subpart D of Executive Order 11246 and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by RUS or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246. In addition, the Awardee agrees that if it fails or refuses to comply with these undertakings RUS may cancel, terminate or suspend in whole or in part this Agreement, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from the Awardee, or may refer the case to the Department of Justice for appropriate legal proceedings.

#### **Section 5.12 Purchases with Award Funds**

Except as specifically authorized in writing in advance by RUS, all facilities, materials, equipment, supplies, replacements and all other items purchased with Award funds shall be purchased outright, and not subject to any conditional sales agreement, chattel mortgage, bailment lease or other agreement reserving to the seller any right, title or lien.

#### **Section 5.13 Awardee to Defend Title and Remove Liens**

Except for Permitted Encumbrances, the Awardee will maintain and preserve the lien of this Agreement superior to all other liens affecting the Collateral, and will forever warrant and defend the title to the Collateral against any and all claims and demands whatsoever. The Awardee shall make, execute, acknowledge, deliver, file and record all such mortgages, financing statements, continuation statements, security agreements, instruments and conveyances as is necessary to preserve the lien of this Agreement against the Collateral superior to all other liens. The Awardee shall maintain the Collateral free of all liens except for Permitted Encumbrances, and will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon any of the Collateral, as and when the same shall become due and payable; and whenever called upon so to do by RUS will furnish to RUS adequate proof of such payment or discharge; provided, however that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Awardee is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

#### **Section 5.14 Further Assurances**

- (a) The Awardee shall from time to time upon written demand of RUS make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental financing statements, continuation statements, and security agreements with respect to the Grant Collateral as may be requested by RUS.
- (b) The Awardee shall cause this Agreement, financing statement, continuation statement and every additional instrument which shall be executed pursuant to subsection (a) immediately above, to forthwith upon execution to be filed and recorded and refiled and rerecorded as conveyances and security interests in personal property in such manner and in such places as may be required by law or requested by RUS in order to fully preserve the security for the grant, and to perfect and maintain the superior lien of this Agreement and all supplemental security instruments.

#### **Section 5.15 Buy American**

Awardee agrees to use in connection with the expenditure of award funds only such unmanufactured articles, materials, and supplies, as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country, substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States or in any eligible country. For purposes

of this section, an 'eligible country' is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and United States suppliers to the markets of that country, as determined by the United States Trade Representative." The regulations may be found at, and any requests for waiver must be submitted pursuant to, 7 CFR 1787.

**Section 5.16 Financial Requirements**

The Awardee shall maintain a positive ending cash balance as reflected on the cash flow statement for each year in which grant funds are expended.

**Section 5.17 Corrective Action**

Within thirty (30) days of: (i) sending the financial reports required by Section 6.4(a) hereof that show the Financial Requirements of Section 5.16 were not met for the reported fiscal period; or (ii) being notified by RUS that such requirements were not met for the period, whichever is earlier, the Awardee, in consultation with RUS, shall provide a written plan satisfactory to RUS setting forth the actions that shall be taken to achieve the specified Financial Requirements on a timely basis and shall promptly implement said plan.

**Section 5.18 Additional Affirmative Covenants**

The Awardee shall comply with the additional affirmative covenants set forth in Schedule 1 hereto.

**ARTICLE VI – ACCOUNTING AND REPORTING**

**Section 6.1 Financial Records**

- (a) Awardees must establish an accounting system satisfactory to RUS in compliance with Accounting Requirements. Such a system of accounts must account for all funds advanced under this Agreement separately from all other funds for the Project.

- (b) The Awardee shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, payroll records and bills of sale, adequate to identify the purposes for which, and the manner in which grant and other funds were expended on the Project. The Awardee shall at all times keep, and safely preserve, proper books, records and accounts in which full and true entries shall be made of all dealings, business, and affairs of the Awardee and its Subsidiaries, in accordance with its system of accounts complying with Paragraph (a) immediately above. The Awardee shall maintain copies of all documents submitted to RUS in connection with the Award until the longer of (i) all audits have been completed, (ii) the term of this Agreement or (iii) three years subsequent to close-out of the Award.

### **Section 6.2 Rights of Inspection**

The Awardee shall afford RUS, the Office of the Inspector General of USDA, and the Government Accountability Office, through their representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect the Project, any other property encumbered by the Security Documents, and any and all books, records, accounts, including electronic books, records, accounts and electronic mail messages, regardless of the physical form or characteristics, invoices, contracts, leases, payroll records, canceled checks, statements, and other documents, and papers of every kind belonging to or in any way pertaining to its property or business, including its Subsidiaries, if any, and to make copies or extracts therefrom.

### **Section 6.3 Annual Audit**

- (a) Non-Federal Entities, which include Awardees that are States, local governments, Indian tribes, institutions of higher education, or nonprofit organizations, shall provide RUS with an audit pursuant to 2 C.F.R. part 200, Subpart F (Audit Requirements). The Awardee must follow subsection .502 in determining federal awards expended. All RUS loans impose an ongoing compliance requirement for the purpose of determining federal awards expended during a fiscal year. In addition, the Awardee must include the value of new federal loans made along with any grant expenditures from all federal sources during the Awardee's fiscal year. Therefore, the audit submission requirement for this program begins in the Awardee's fiscal year that the loan is made and thereafter, based on the balance of federal loan(s) at the beginning of the audit period. All required audits must be submitted within the earlier of: (i) 30 calendar days after receipt of the auditor's report; or (ii) nine months after the end of the Awardee's audit period.
- (b) For all other entities, Awardees shall provide RUS with an audit within 120 days after the as of audit date in accordance with 7 C.F.R. part 1773, Policy on Audits of RUS Borrowers. Note that with respect to Advances that contain loan funds, the audit is required after an Advance has been made, and, thereafter, from the close of each subsequent fiscal year until the loan is repaid in full. With respect to Advances that only contain grant funds, the audit is required until all grants funds have been expended or rescinded. While an audit is required, Awardees must also submit a report on compliance and internal controls over financial reporting, as well as a report on compliance with aspects of contractual agreements and regulatory requirements.

### **Section 6.4 Reporting**

- (a) *Quarterly Report.* No later than thirty (30) calendar days after the end of each calendar year quarter during the period in which grant funds are available for expenditure, the Awardee must submit to RUS utilizing RUS' online reporting system, the following

information: balance sheets, income statements, statements of cash flow, and the number of customers taking broadband service. In addition, the Awardee must provide RUS with such other reports concerning the financial condition or operation of the Awardee, including its Subsidiaries, as RUS may request.

- (b) *Annual Performance Report.* For three years starting the first January 31<sup>st</sup> after Project Completion, the Awardee must submit the following information utilizing RUS' online reporting system:
  - (i) existing network service improvements and facility upgrades, as well as new equipment and capacity enhancements that support high-speed broadband access for educational institutions, health care providers, and public safety service providers;
  - (ii) the estimated number of end users who are currently using or forecasted to use the new or upgraded infrastructure;
  - (iii) the progress towards fulfilling the objectives for which the assistance was granted;
  - (iv) the speed and average price of the most subscribed tier of the Awardee's broadband service offerings in the Project's service area; and
  - (v) the average price of broadband service in the Project's service area.
- (c) *Annual Map Reporting:* No later than thirty (30) calendar days after the end of the Calendar Year, the Awardee shall be required to submit annually updated service area maps through RUS' online mapping tool showing the areas where construction has been completed and geospatial location of residences and businesses that are receiving new broadband service until the entire proposed funded service area can receive the broadband service.
- (d) *Close Out Report.* The Awardee shall deliver a close out report to RUS no later than ninety (90) days after the expiration or termination of the Award or expenditure of all Award funds. The close out report shall address: (i) a comparison of actual accomplishments to the objectives set forth in the Application; (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Project objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular Project work elements during established time periods; (iii) a comparison of how funds were spent against the original general budget submitted with the RUS approved Application, and (iv) a final buildout map on the RUS mapping tool indicating that all construction has been completed as proposed in the application. If parts of the proposed funded service area have not been constructed, RUS may require a portion of the award to be rescinded or paid back.

## ARTICLE VII – NEGATIVE COVENANTS

### Section 7.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the negative covenants set forth in this Article VII.

### Section 7.2 Negative Pledge

The Awardee shall not create, incur or suffer any lien, mortgage, pledge, assignment, or other encumbrance on, or security interest in the Collateral, other than Permitted Encumbrances.

### **Section 7.3 Contracts**

The Awardee shall not, without the prior written consent of RUS, enter into any contract or contracts for the operation or management of all or any substantial part of the Project, and shall not enter into any contract for the use by others of all or any substantial part of the Project.

### **Section 7.4 Distributions or Withdrawals**

Before Project Completion, the Awardee shall not, without the prior written approval of RUS, make any dividend, stock, or capital distribution, or any membership withdrawals, unit redemptions, or other type of profit allocation to its members, or other distribution in the nature of an investment, guarantee, extension of credit, advance, or loan, nor make a capital credit distribution (all such distributions being hereinafter collectively called "Distributions;") *provided, however,* Distributions may be made in each company fiscal year as follows:

- (a) Aggregate, annual Distributions not to exceed twenty-five percent (25%) of the prior company fiscal year's Net Income or Margins may be made if, after such aggregate annual Distributions, the Awardee's net worth is at least one percent (1%) of its Total Assets;
- (b) Aggregate annual Distributions not to exceed fifty percent (50%) of the prior company fiscal year's Net Income or Margins may be made if, after such aggregate annual Distributions, the Awardee's Net Worth is at least twenty percent (20%) of its Total Assets;
- (c) Aggregate annual Distributions not to exceed seventy-five percent (75%) of the prior company fiscal year's Net Income or Margins may be made if, after such aggregate annual Distributions, the Awardee's Net Worth is at least thirty percent (30%) of its Total Assets; or
- (d) There is no limit on aggregate, annual Distributions if, after making such aggregate, annual Distributions, the Awardee's Net Worth is at least forty percent (40%) of its Total Assets.

### **Section 7.5 Changing Principal Place of Business, Place of Conducting Business, or Type of Organization**

The Awardee shall not change its principal place of business, place of conducting business, or type of organization without the prior written consent of RUS.

### **Section 7.6 Changing Name or Place of Incorporation or Organization**

The Awardee shall not change its legal name or place of incorporation or organization without giving RUS sixty (60) days prior written notice.

### **Section 7.7 Historic Preservation**

The Awardee shall not, without the prior written consent of RUS, use any Advance to construct any facility which shall involve any district, site, building, structure or object which is included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior pursuant to the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966.

### **Section 7.8 Restrictions on Transfers of Property**

- (a) Except as provided in Paragraph (b), and excluding any property which the Awardee must sell to customers in the ordinary course of business, the Awardee shall not sell, lease or transfer any Collateral to any other person or entity (including any subsidiary or affiliate of the Awardee) without the prior written consent of the RUS.
- (b) So long as the Awardee is not in default hereunder, the Awardee may, without obtaining the consent of RUS, sell or otherwise dispose of, free from the lien hereof, any of the Collateral which is neither necessary to, nor useful for, the operation of the Awardee's business, or which has become obsolete, worn out, damaged, or otherwise unsuitable for the purposes of the Awardee; provided, however, that the Awardee shall follow 2 C.F.R. 200 with respect to any proceeds.

**Section 7.9 Restrictions on Changes to Line Item Budget**

The Awardee agrees that the budget for the Project is a line item budget and agrees not to make any revisions to the RUS approved line item Project budget, including, without limitation, the part of the budget for construction, without the prior written approval of RUS.

**Section 7.10 Additional Negative Covenants**

The Awardee shall comply with the additional negative covenants set forth in Schedule 1 hereto.

**ARTICLE VIII – GRANTOR'S RIGHTS**

**Section 8.1 Termination of Award Offer**

RUS, in its sole discretion, may terminate the offer to make the grant if it does not receive the Grant Agreement, duly executed on behalf of the Awardee and all conditions in Section 4.1 hereof are not satisfied within sixty (60) days from the date that RUS notifies in writing that the environmental review process has been concluded.

**Section 8.2 Audits and Compliance Reviews**

After giving prior notification to the Awardee, RUS has the right to conduct compliance reviews and audits of the Awardee to assure compliance with the Grant Agreement, FOA, and the Accounting Requirements.

**Section 8.3 Disallowed Expenditures**

Upon a determination by RUS that the Awardee did not expend Award funds on Eligible Purposes in accordance with the RUS approved line item Project budget and the Form(s) 481 approved by RUS prior to the advance of funds, RUS may, in its sole discretion:

- (a) Disallow all or a part of the expenditures and disbursements of the Award and require the Awardee to deposit such funds in the Pledged Deposit Account to be applied toward other approved Project purposes on Form(s) 481 or to reimburse the Government, as provided in Section 5.3 hereof;
- (b) Suspend future Advances; and/or
- (c) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available under the Grant Agreement or law.

#### **Section 8.4 Suspension of Advances**

RUS may, in its absolute discretion, suspend approving Advances on the Award upon its making a determination that an event has occurred that is likely to have a Material Adverse Effect. RUS may also suspend approving advances of the Award upon the occurrence of an Event of Default.

#### **Section 8.5 Right to Expend Money**

RUS shall have the right (without prejudice to any of its rights with respect to any Event of Default) to advance or expend moneys for the purpose of procuring insurance, or for the payment of insurance premiums as required hereunder, or to advance or expend moneys for the payment of taxes, assessments or other charges, or to save the Collateral from sale or forfeiture for any unpaid tax or assessment, or otherwise, or to redeem the same from any tax or other sale, or to purchase any tax title thereon, or to remove or purchase any mechanics' liens or other encumbrance thereon, or to make repairs thereon or to comply with any covenant herein contained or to prosecute and defend any suit in relation to the Collateral or in any manner to protect the Collateral and the title thereto, and all sums so advanced for any of the aforesaid purposes with interest thereon at the highest legal rate, but not in excess of twelve per centum (12%) per annum shall be deemed a charge upon the Collateral and shall be forthwith paid to RUS upon demand. It shall not be obligatory for RUS in making any such advances or expenditures to inquire into the validity of any such tax title, or of any such taxes or assessments or sales therefor, or of any such mechanics' liens or other encumbrance.

#### **Section 8.6 Right to File Financing Statements**

RUS shall have the right to file such financing statements and continuation statements on its behalf, as secured party, and on behalf of the Awardee, as RUS deems necessary to perfect a first lien on the Collateral and to maintain and preserve such perfected first lien for the Composite Economic Life. The Awardee shall reimburse RUS for any expenses incurred in the exercise of this right.

### **ARTICLE IX - GRANT OF SECURITY INTEREST**

#### **Section 9.1 Collateral**

To secure the payment and performance of the Service Obligation, the Awardee hereby pledges, assigns, and transfers to RUS, and grants to RUS a continuing security interest in the Collateral.

#### **Section 9.2 Special Security with Respect to Grant Assets**

- (a) Given the significant grant to the Project, the government must be provided an exclusive first lien on all grant assets during the Service Obligation of the Award, as defined in Section 5.7, which shall not be shared *pari passu* with any other entity. Thereafter, any sale or disposition of grant assets must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified in 2 C.F.R. part 200. Awardee acknowledges that this part will apply to all grant funds of Awardee, regardless of Awardee's entity status or type of organization.
- (b) Awardee agrees and acknowledges that pursuant to the FOA, Awardee must repay all funds advanced under the grant to the government if the Project or Awardee is sold or merged without RUS approval during the Service Obligation of the grant.

### **ARTICLE X - EVENTS OF DEFAULT**

#### **Section 10.1 Events of Default**



The following shall be events of default (each an "Event of Default") under this Agreement:

- (a) Representations and Warranties. Any representation or warranty made by the Awardee in the Grant Agreement, Form(s) 481 or any certificate furnished to RUS under the Grant Agreement, or in the Application shall prove to have been incorrect in any material respect at the time made;
- (b) Improper Expenditures. The Awardee expends Award funds on costs which are not Eligible Purposes in accordance with the RUS approved line item Project budget and the Form(s) 481 approved by RUS prior to the advance of funds;
- (c) Failure to Keep Adequate Records. The Awardee fails to keep adequate records, including the failure to document Award fund expenditures for Eligible Purposes as required herein;
- (d) Failure to Build in Accordance with Buildout Timeline. The Awardee fails to commence build out of the Project within 180 days from the date that RUS notifies in writing that the environmental review process has been concluded or otherwise fails to meet or exceed milestones established in the Buildout Timeline, as it may be amended with prior written RUS consent;
- (e) Failure to Comply with Accounting and Reporting Requirements. The Awardee fails to comply with the accounting and reporting requirements in Article VI;
- (f) Other Covenants. Default by the Awardee in the observance or performance of any other covenant or agreement contained in any part of the Grant Agreement, which shall remain unremedied for thirty (30) calendar days after written notice thereof shall have been given to the Awardee by RUS;
- (g) Adverse Effects. The Awardee shall forfeit or otherwise be deprived of its charter, articles of organization, franchises, permits, easements, consents or licenses required to carry on any material portion of its business or the Awardee files for or an event occurs which can reasonably be expected to result in its dissolution or termination;
- (h) Other Obligations. Default by the Awardee in the payment of any obligation, whether direct or contingent, for borrowed money in excess of ten thousand dollars (\$10,000.00) or in the performance or observance of the terms of any instrument pursuant to which such obligation was created or securing such obligation which default shall have resulted in such obligation becoming or being declared due and payable prior to the date on which it would otherwise be due and payable;
- (i) Bankruptcy. A court having jurisdiction in the premises shall enter a decree or order for relief with respect to the Awardee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (1) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official, or (2) ordering the winding up or liquidation of its affairs; or the Awardee shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors;
- (j) Dissolution or Liquidation. Other than as provided in the immediately preceding subsection, the dissolution or liquidation of the Awardee, or the filing of such by the Awardee;

- (k) Impaired Business. The failure by the Awardee to promptly forestall or remove any execution, garnishment or attachment of such consequence as shall impair its ability to continue its business or fulfill its obligations and such execution, garnishment or attachment shall not be vacated within thirty (30) days; and/or
- (l) Service Obligation. The Awardee fails to provide the Service Obligation on the Project with respect to the grant; and/or
- (m) Payment of Final Judgment. A final judgment in an amount of ten thousand dollars (\$10,000.00) or more shall be entered against the Awardee and shall remain unsatisfied or without a stay in respect thereof for a period of thirty (30) days.

## ARTICLE XI - REMEDIES

### **Section 11.1 General**

Upon the occurrence of an Event of Default, RUS may pursue all rights and remedies available to RUS that are contemplated by the Grant Agreement in the manner, upon the conditions, and with the effect provided in the Grant Agreement, and may pursue such other remedies that are generally available at law or in equity including, without limitation, a suit for specific performance, injunctive relief or damages. Nothing herein shall limit the right of RUS to pursue all rights and remedies available to a creditor following the occurrence of an Event of Default listed in Article X hereof. Each right, power and remedy of RUS shall be cumulative and concurrent, and recourse to one or more rights or remedies shall not constitute a waiver of any other right, power or remedy.

### **Section 11.2 Remedies**

In addition to the remedies referred to in Section 11.1 hereof, upon the occurrence of an Event of Default, RUS may:

- (a) Refuse to make any advance or further advance on account of the Award, but any advance thereafter made by RUS shall not constitute a waiver of such default;
- (b) Terminate the obligation to further advance on account of the Award;
- (c) RUS shall have the right to enter and/or remain upon the premises of the Awardee without any obligation to pay rent to the Awardee or others, or any other place or places where any of the Collateral is located and kept and: (i) remove the Collateral therefrom in order to maintain, collect, sell, and/or liquidate the Collateral or, (ii) use such premises, together with materials, supplies, books, and records of the Awardee, to maintain possession and/or the condition of the Collateral, and to prepare the Collateral for sale, liquidation, or collection. RUS may require the Awardee to assemble the Collateral and make it available to RUS at a place to be designated by RUS;
- (d) RUS shall have, in addition to any other rights and remedies contained in this Agreement, all of the rights and remedies of a secured party under the Uniform Commercial Code in force in the state identified in the first paragraph hereof, as well as the state where the Collateral is located, as of the date hereof, all of which rights and remedies shall be cumulative, and nonexclusive.

## ARTICLE XII - MISCELLANEOUS

### Section 12.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by email) delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by email delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

RUS  
Rural Utilities Service  
United States Department of Agriculture  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250-1510  
Attention: Administrator  
Email:reconnect@usda.gov

Awardee  
See Schedule 1

With a copy to:  
Rural Utilities Service  
United States Department of Agriculture  
1400 Independence Avenue, S.W.  
Stop 1599, Room No. 2868  
Washington, D.C. 20250-1599  
Attention: Kenneth Kuchno

With a copy to:  
See Schedule 1

### Section 12.2 Notices of Actions Against Collateral

Any notice required to be given by RUS of a sale or other disposition or other intended action by RUS with respect to any of the Collateral, or otherwise, made in accordance with this Agreement at least five (5) days prior to such proposed action, shall constitute fair and reasonable notice to the Awardee of any such action.

### Section 12.3 Expenses

To the extent allowed by law, the Awardee shall pay all costs and expenses of RUS, including reasonable fees of counsel, incurred in connection with the enforcement of the Grant Agreement or with the preparation for such enforcement if RUS has reasonable grounds to believe that such enforcement may be necessary.

### Section 12.4 Filing Fees

To the extent permitted by law, the Awardee agrees to pay all expenses of RUS (including the fees and expenses of its counsel) in connection with the filing or recordation of all financing statements and instruments as may be required by RUS in connection with this Agreement, including, without limitation, all documentary stamps, recordation and transfer taxes and other costs and taxes incident to recordation of any document or instrument in connection herewith. The provisions of this section shall survive the execution and delivery of this Agreement.

### Section 12.5 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

**Section 12.6 Governing Law**

This Agreement shall be governed by and construed in accordance with applicable federal law and, in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

**Section 12.7 Consent to Jurisdiction**

The Awardee hereby irrevocably submits to the jurisdiction of the U.S. District Court for the District of Columbia and the US Court of Appeals for the Federal Circuit (both the "DC Federal Courts") for any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such federal courts. The Awardee irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Awardee's address set forth in Schedule 1. The Awardee hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the DC Federal Courts and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in any such court has been brought in a forum *non conveniens*. Nothing herein shall affect the right of the Government to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Awardee in its own jurisdiction.

**Section 12.8 Waiver of Jury Trial**

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, SECURED PARTY, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 12.9 Rescission**

The Awardee may elect to rescind the Award, in which event RUS shall release the Awardee from its obligations hereunder, provided the Awardee complies with such terms and conditions as RUS may impose for such release.

**Section 12.10 Successors and Assigns**

- (a) This Agreement shall be binding upon and inure to the benefit of the Awardee and RUS and their respective successors and assigns, except that the Awardee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.
- (b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such a transfer, all

rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

**Section 12.11 Complete Agreement; Waivers and Amendments**

Subject to RUS Regulations, this Agreement and all parts of the Grant Agreement are intended by the parties to be a complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement and any other part of the Grant Agreement. No amendment, modification, or waiver of any provision hereof or thereof, and no consent to any departure of the Awardee herefrom or therefrom, shall be effective unless approved in writing by RUS in the form of either a RUS Regulation or other writing signed by or on behalf of RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**Section 12.12 Headings**

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

**Section 12.13 Severability**

If any term, provision, condition, or any part thereof, of this Agreement or the Security Documents shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition nor any other term, provision, or condition, and this Agreement and the Security Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

**Section 12.14 Schedules and Attachments**

Each Schedule and Attachment attached hereto and referred to herein is each an integral part of this Agreement.

**Section 12.15 Authority of Representatives of RUS**

In the case of any consent, approval or waiver from RUS that is required under this Agreement or any other part of the Grant Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

**Section 12.16 Term**

This Agreement shall remain in effect until one of the following two events has occurred:

- (a) The Awardee and RUS replace this Agreement with another written agreement; or
- (b) All of the Awardee's obligations under this Agreement, including the Service Obligation, have been discharged and paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

by \_\_\_\_\_  
Name:  
Title:

(Seal)

Attested to by: \_\_\_\_\_  
Secretary

UNITED STATES OF AMERICA

by Jonathan Clappus  
Acting Administrator  
of the Rural Utilities Service

## SCHEDULE 1

### **Article II Representations and Warranties**

1. Paragraph (h) Awardee's Principal Place of Business: **159 West Second Street, La Center, Kentucky 42056**
2. Paragraph (i) Awardee's Organization Number: **0002225**
3. Paragraph (j) Awardee's Subsidiaries: **N/A**
4. Paragraph (j) Awardee's Parent: **N/A**
5. Paragraph (l) Additional Representations and Warranties:

**The Awardee represents and warrants that it is primarily engaged in the business of transmitting communications electrically, electromagnetically, or by light.**

### **Article III The Grant**

1. Section 3.1(a) Grant amount: **\$2,409,351**

### **Article IV Conditions Precedent to Closing**

1. The additional conditions referred to in Section 4.1(j) are as follows:

**Pursuant to 7 CFR 1970.11(b), the Agency has determined that assurance of funding for this Project is necessary for economic rural development. As a result, this Agreement is subject to the completion of all necessary environmental procedures required by Federal law, and funds may not be disbursed until successful completion of such procedures. The Awardee acknowledges that it may not engage in any work on the Project until Awardee has received written notice from the Agency, except for work required to finalize the environmental reviews. Such environmental work, however, shall be done at the Awardee's own risk and may not be reimbursed if the environmental reviews cannot be completed as required by 7 CFR 1970.11(b). Awardee understands and acknowledges that unauthorized work will result in the termination of this Agreement. Awardee also acknowledges that any findings in the environmental reviews requiring significant changes to the Project will constitute an immediate deobligation of funding and termination of this Agreement, and will not result in an amended agreement until revised terms are agreed upon and funding is determined to be still available.**

#### **Conditions Precedent to Release of Funds**

2. Section 4.2(a) amount of fidelity bond coverage: **N/A**
3. Section 4.2(c) funds deposited for Project completion: **\$803,117**
4. The additional conditions referred to in Section 4.2(d) are as follows: **N/A**

#### **Conditions Precedent to Individual Advances**

5. Section 4.3(j) Required permits, licenses, franchise, and other approvals: **N/A**

6. The additional conditions to advance referred to in Section 4.3(m) are as follows: N/A

**Article V Affirmative Covenants**

1. Section 5.7 Composite Economic Life of RUS financed facilities: **18 years**
2. The additional affirmative covenants referred to in Section 5.18 are as follows: N/A

**Article VI Negative Covenants**

1. The additional negative covenants referred to in Section 7.10 are as follows: N/A

**Article VII Miscellaneous**

1. Section 12.1 Awardee's address for purposes of notification:

**Randy Grogan  
CEO/General Manager  
Ballard Rural Telephone Cooperative Corporation, Inc.  
159 West Second Street  
La Center, KY 42056**

2. Section 12.1 Address for Awardee's notification copy:

**Mark Stephen Medlin  
General Counsel  
Medlin Law Office  
113 East First Street, P.O Box 457  
La Center, KY 42056**



**ATTACHMENT 1**

**RECONNECT PROGRAM CONSTRUCTION PROCEDURES**

## ATTACHMENT 2

### EQUAL OPPORTUNITY CONTRACT PROVISIONS

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (b) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
- (d) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.
- (f) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or part by the Government, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedure authorized in Executive Order 11246 of September 14, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, dated September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## DEPOSIT ACCOUNT CONTROL AGREEMENT

version 1 dated February 13, 2006

available from the American Bar Association's Business Law Section at  
<http://www.abanet.org/dch/committee.cfm?com=CL710060><sup>1</sup>

Executed and Delivered as of \_\_\_\_\_, 20\_\_

### PARTIES

This Agreement is among the persons signing this Agreement as the "Secured Party", the "Debtor" and the "Bank".

### BACKGROUND

The Debtor is the Bank's customer with respect to one or more demand deposit accounts identified by the account numbers specified below (individually and collectively, as re-numbered and including any funds in the account or accounts, the "*Deposit Account*"). The Debtor has granted the Secured Party a security interest in the Deposit Account. The Debtor is requesting that the Bank enter into this Agreement. The Bank is willing to do so upon the terms contained in this Agreement.

This Agreement includes the General Terms, the Specific Terms and the Exhibit, each as defined or referred to below.

### AGREEMENTS

A. GENERAL TERMS. This Agreement is subject to the General Terms for Deposit Account Control Agreement version 1 dated February 13, 2006, developed by a special task force of the American Bar Association's Business Law Section and available from the Business Law Section at <http://www.abanet.org/dch/committee.cfm?com=CL710060> (the "*General Terms*"). The General Terms are incorporated in this Agreement by reference and without modification except as may be provided in Section 10 of the Specific Terms.

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<sup>1</sup> This document is a model form produced by the Joint Task Force on Deposit Account Control Agreements of the Business Law Section of the American Bar Association. The provisions of the form have not been approved by the House of Delegates or Board of Governors of the American Bar Association and, accordingly, should not be construed as representing the policy of the American Bar Association.

B. SPECIFIC TERMS. The following terms (the "*Specific Terms*") complete, supplement or modify the General Terms:

1. Deposit Account (see "*Background*" above). The following account or accounts comprise the Deposit Account [*list by account number*]:

---

2. Business Day (see definition of "*Business Day*" in Section 1 of the *General Terms*):

A day will not be considered as a "Business Day" if commercial banks in the following city or cities are closed on that day:

\_\_\_\_\_. If the preceding sentence is not completed, no additional days are excluded from the definition of "Business Day".

3. Outside Time (see definition of "*Outside Time*" in Section 1 of the *General Terms*):

If the Outside Time is to be based on a period of less than two Business Days, the following is the earlier period: \_\_\_\_\_. If an earlier period is not inserted in the preceding sentence, then the Outside Time will be based on two Business Days.

4. Disposition of less than all or multi-disposition of funds (see Section 4(a)(ii)(E) of the *General Terms*):

The following is any computation or formula by which a Disposition Instruction originated by the Secured Party may provide for a disposition of less than all of the funds in the Deposit Account and whether there may be multiple recipients of the funds:

---

---

If the preceding paragraph is not completed to permit a disposition of less than all of the funds in the Deposit Account, then a Disposition Instruction originated by the Secured Party must be for a disposition of all of the funds. If the preceding paragraph is not completed to permit a disposition of the funds in the Deposit Account to multiple recipients, then a Disposition Instruction originated by the Secured Party must require that the funds be sent to a single recipient.

5. Reimbursement Claim Period (see Section 6(b) of the *General Terms*):

The number of days following the termination of the Agreement in which a reimbursement claim must be made against the Secured Party under Section 6(b) of the General Terms is \_\_\_\_\_. If a number is not inserted in the preceding sentence, the number is 90.

6. Electronic Records (see definition of "writing" in Section 1 of the General Terms):

Checking this line \_\_\_ means that the parties permit a writing to include an electronic record and permit communications by email. Otherwise, the parties do not permit a writing to include an electronic record and do not permit communications by email.

7. Governing Law (see Section 13(a) of the General Terms):

The jurisdiction whose law governs this Agreement is \_\_\_\_\_. If a jurisdiction is not inserted in the preceding sentence, the jurisdiction will be determined by applicable law.

8. Bank's Jurisdiction for UCC Purposes (see Section 13(b) of the General Terms):

The Bank's jurisdiction for purposes of part 3 of UCC Article 9 is \_\_\_\_\_. If the Bank's jurisdiction for such purposes is not inserted in the preceding sentence, the Bank's jurisdiction for such purposes will be determined by applicable law.

9. Delivery of Executed Copy (see Part D):

Checking this line \_\_\_ means that the delivery of an executed copy of this Agreement may be made by electronic transmission in addition to a transmission by facsimile. Otherwise, delivery of an executed copy of this Agreement may not be made by a form of electronic transmission other than facsimile.

10. Additional Provisions (see Section 12(b) of the General Terms):

The following provisions modify or supplement the General Terms:

If no provisions are inserted above in this Section 10, then there are no modifications to or supplements of the General Terms.

C. EXHIBIT. The parties have completed and attach hereto the Exhibit to be used as the form of the Initial Instruction. [*Note to person completing this Agreement: the Exhibit requires the designation of the person or persons or department at the Bank to receive the Initial Instruction. See Note 1 to the Exhibit.*]

D. SINGLE AGREEMENT; COUNTERPARTS. The General Terms, the Specific Terms and the Exhibit shall be read and construed together with the other provisions of this Agreement as a single agreement. Delivery of executed copies of this Agreement may be made by facsimile or, if so permitted in Section 9 of Part B, by another form of electronic transmission. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which collectively shall constitute a single agreement.

[remainder of page intentionally left blank]

SIGNATURES

Debtor:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Telephone Number (for information only):

Facsimile Number:

Electronic mail address (if Section 6 of Part B permits):

Secured Party:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Telephone Number (for information only):

Facsimile Number:

Electronic mail address (if Section 6 of Part B permits):

Bank:

---

By: \_\_\_\_\_

Name:

Title:

Address:

Attention:

Telephone Number (for information only):

Facsimile Number:

Electronic mail address (if Section 6 of Part B permits):



Exhibit

[LETTERHEAD OF THE SECURED PARTY]

DEPOSIT ACCOUNT CONTROL AGREEMENT

INITIAL INSTRUCTION

[Date]

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address of Bank]

Attention:

\_\_\_\_\_  
[Person or Persons or Department] [See Note 1 below]

Ladies and Gentlemen:

This is the Initial Instruction as defined in the Deposit Account Control Agreement dated \_\_\_\_\_, 20\_\_, among you, us and [Debtor] (the "Debtor") (as currently in effect, the "Control Agreement"). A copy of the Control Agreement as fully executed is attached. Capitalized terms used in this Initial Instruction have the meanings given them in the Control Agreement

This Initial Instruction directs the Bank no longer to comply with the Debtor's Disposition Instructions.

[As an included Disposition Instruction, we direct you to send the funds in the Deposit Account to us by the method and at the address indicated below. We recognize that, as a condition to your complying with this Disposition Instruction and to the extent that we have not already done so, we must provide to you evidence reasonably required by you as to the authority of the person giving this Disposition Instruction to act for us. We also recognize that your obligation to comply with this Disposition Instruction is subject to the other provisions of Section 4(a)(ii) of the General Terms. [See Note 2 below]

Funds transfer instructions:

Receiving bank: \_\_\_\_\_.

ABA routing number for domestic wire: \_\_\_\_\_.

ABA routing number for ACH transaction: \_\_\_\_\_.

International: Swift Code No. \_\_\_\_\_.

Reference details: \_\_\_\_\_.]

Very truly yours,

[SECURED PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Notes to the person completing this form of Initial Instruction:*

1. The "attention" line should be completed with particular care. Until the Initial Instruction is actually received by the person or persons or department at the Bank designated in the "attention" line, the time period by which the Bank must comply with the Initial Instruction will not commence. Accordingly, it is advisable to provide in the "attention" line a specific department or specific officer or officers at the Bank by title rather than by name. If an individual at the Bank is to be designated by title or even by name, it is advisable that one or more additional individuals at the Bank be designated as alternatives to receive the Initial Instruction if the first individual is not available.

2. The bracketed language relating to a Disposition Instruction (including funds transfer instructions) is optional. Not including this language does not preclude the Secured Party from subsequently giving a Disposition Instruction.