

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
)
Arctic Slope Telephone Association Cooperative,) File No.: EB-FIELDWR-18-00026536
Inc.) Acct. No.: 201932030002
) FRN: 0001570936
)
)

ORDER

Adopted: October 3, 2019

Released: October 4, 2019

By the Chief, Enforcement Bureau:

1. The Commission takes seriously its role in ensuring that antenna structures do not pose a hazard to air traffic. Monitoring these structures on a daily basis is a potentially life-saving measure critical to public safety. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Arctic Slope Telephone Association Cooperative, Inc. (Arctic Slope) failed to inspect daily the lights on three of its antenna structures and failed to display the correct antenna structure registration number (ASR) at the base of one of its towers. Failing to inspect antenna structure lighting undermines the Commission’s duty to ensure that towers do not pose a threat to air safety. Failing to display the correct ASR number exacerbates this problem by diminishing the Commission’s ability to identify the antenna structure owner when attempting to remedy lighting outages. To settle this matter, Arctic Slope admits that it failed to inspect its tower lights and failed to display the correct antenna structure registration number, has agreed to implement a compliance plan, and pay a \$45,000 civil penalty. This action will help ensure the safety of air traffic proximate to antenna structures.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Arctic Slope’s failure to inspect daily the lights on three of its antenna structures and to display the correct antenna structure registration number at the base of another in violation of section 303(q) of the Communications Act of 1934, as amended (Act)¹, and sections 17.47 and 17.4(g) of the Commission’s rules (Rules).²

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Arctic Slope’s basic qualifications to hold or obtain any Commission license or authorization.³

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act⁴ and the authority delegated by sections 0.111 and 0.311 of the Rules,⁵ the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

1 47 U.S.C. § 303(q).
2 47 CFR § 17.47; 47 CFR § 17.4(g).
3 See 47 CFR § 1.93(b).
4 47 U.S.C. § 154(i).
5 47 CFR §§ 0.111, 0.311.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Jens Laipenieks, Chief Executive Officer, Arctic Slope Telephone Association Cooperative, Inc., 4300 B Street, Suite 501, Anchorage, AK 99503 and to Gregory W. Whiteaker, Esq. and Robin E. Tuttle, Esq., Herman & Whiteaker, LLC, 6720B Rockledge Drive Suite 150, Bethesda MD 20817

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

Before the
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Washington, DC 20554

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| Arctic Slope Telephone Association Cooperative, Inc. |) | File No.: EB-FIELDWR-18-00026536 |
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| |) | |

CONSENT DECREE

1. The Commission takes seriously its role in ensuring that antenna structures do not pose a hazard to air traffic. Monitoring these structures on a daily basis is a potentially life-saving measure critical to public safety. The Enforcement Bureau of the Federal Communications Commission and Arctic Slope Telephone Association Cooperative, Inc. (Arctic Slope), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Arctic Slope violated sections 17.47(a) and 17.47(g) by failing to inspect daily the lights on three of its antenna structures and failing to display the correct antenna structure registration (ASR) number on one antenna structure. As set forth herein, to resolve this matter Arctic Slope agrees to implement a compliance plan and pay a \$45,000 civil penalty. This action will help ensure the safety of air traffic proximate to antenna structures.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
 - (a) “Act” means the Communications Act of 1934, as amended.¹
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Antenna Structure Signage and Inspection Rules” means sections 17.4(g) and 17.47 of the Rules, including all subparts thereof, any Commission orders that require antenna structure lights to be inspected, and section 303(q) of the Act.
 - (d) “Arctic Slope or “Company” means Arctic Slope Telephone Association Cooperative, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (e) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Arctic Slope is subject by virtue of its business activities, including but not limited to the Antenna Structure Signage and Inspection Rules.
 - (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.

¹ 47 U.S.C. § 151 *et seq.*

- (i) “Covered Employees” means all employees and agents of Arctic Slope who perform, or supervise, oversee, or manage the performance of, duties that relate to Arctic Slope’s responsibilities under the Communications Laws, including the Antenna Structure Signage and Inspection Rules.
- (j) “Effective Date” means the date by which both the Bureau and Arctic Slope have signed the Consent Decree.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-FIELDWR-18-00026536 regarding whether Arctic Slope violated the Antenna Structure Signage and Inspection Rules.
- (l) “LOI” means the Letter of Inquiry issued by the Bureau to Arctic Slope on July 31, 2018, in EB-FIELDWR-18-00026536 in connection with, among potential violations, the Antenna Structure Signage and Inspection Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Arctic Slope to implement the Compliance Plan.
- (n) “Parties” means Arctic Slope and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. The Act and the Commission’s tower lighting, inspection, and related requirements are designed to ensure that antenna structures do not pose a hazard to air safety. Specifically, section 303(q) of the Act states that a “permittee or licensee, and the tower owner in any case in which the owner is not the permittee or licensee, shall maintain the painting and/or illumination of the tower as prescribed by the Commission.”² Section 17.47(a) of the Rules states that “[t]he owner of any antenna structure which is registered with the Commission and has been assigned lighting specifications referenced in this part . . . shall make an observation of the antenna structure’s lights at least once each 24 hours either visually or by observing an automatic properly maintained indicator designed to register any failure of such lights.”³ Section 17.4(g) of the Rules states that an “Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure.”⁴

4. Arctic Slope is a member-owned telephone cooperative providing communications services to customers living on the North Slope of Alaska. On July 31, 2018, the Enforcement Bureau sent the LOI to Arctic Slope, asking it, among other things, to provide information regarding potential violations of the Antenna Structure Signage and Inspection Rules.⁵ Arctic Slope responded to the LOI on September 18, 2018⁶ and filed a supplemental response on November 9, 2018.⁷ In the LOI Response,

² 47 U.S.C. § 303(q).

³ 47 CFR § 17.47(a).

⁴ 47 CFR § 17.4(g).

⁵ See Letter of Inquiry from Lark Hadley, Regional Director, Region Three, FCC Enforcement Bureau to Jens Laipenieks, Chief Executive Officer, Arctic Slope Telephone Association Cooperative, Inc. (July 31, 2018) (on file in EB-FIELDWR-18-00026536).

⁶ See Letter from Gregory W. Whiteaker and Robin E. Tuttle, Counsel for Arctic Slope Telephone Association Cooperative, Inc. to Lark Hadley, Regional Director, Region Three, FCC Enforcement Bureau (Sept. 18, 2018) (LOI Response) (on file in EB-FIELDWR-18-00026536) (LOI Response).

⁷ See Letter from Gregory W. Whiteaker and Robin E. Tuttle, Counsel for Arctic Slope Telephone Association Cooperative, Inc. to David Marks, Attorney Advisor, FCC Enforcement Bureau (Nov. 9, 2018) (on file in EB-FIELDWR-18-00026536).

Arctic Slope states that in August 2017 a Company employee notified Arctic Slope's management of the Company's failure to follow requirements for either remote monitoring or daily visual inspections of its tower lighting systems.⁸ Specifically, Arctic Slope states that it had failed meet either of these requirements at ASR No. 1237624, located in Deadhorse, Alaska,⁹ ASR No. 1023084, located in Nuiqsut, Alaska, and ASR No. 1023087, located in Wainwright, Alaska. On August 28, 2018, Arctic Slope states it began to make and document daily visual inspections for these three antenna structures and plans to install automatic alarm systems for remote monitoring.¹⁰ Arctic Slope also states that it posted an incorrect ASR number at the antenna structure located in Nuiqsut, Alaska,¹¹ and subsequently informed the Bureau that it had installed the correct signage on November 14, 2018.¹²

5. The Bureau and Arctic Slope negotiated the following terms and conditions of settlement and hereby enter into this Consent Decree.

III. TERMS OF AGREEMENT

6. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

7. **Jurisdiction.** Arctic Slope agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Arctic Slope agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Arctic Slope concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of Arctic Slope's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹³

10. **Admission of Liability.** Arctic Slope admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that its actions described in paragraph 4, herein, violated the Antenna Structure Signage and Inspection Rules.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Arctic Slope shall designate a senior corporate manager with the requisite corporate and organizational authority

⁸ See LOI Response at 11.

⁹ Arctic Slope refers to the location of ASR No. 1237624 as Service City, Alaska. However, the location in the Commission's ASR database is listed as Deadhorse, Alaska. All references to the antenna structure at Deadhorse in this Consent Decree refer to ASR No. 1237624.

¹⁰ See *id.*

¹¹ See LOI Response at 21.

¹² See Letter from Gregory W. Whiteaker and Robin E. Tuttle, Counsel for Arctic Slope Telephone Association Cooperative, Inc. to Lark Hadley, Regional Director, Region Three, FCC Enforcement Bureau and David Marks, Attorney Advisor, FCC Enforcement Bureau at 5 (Nov. 21, 2018) (on file in EB-FIELDWR-18-00026536).

¹³ See 47 CFR § 1.93(b).

to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Arctic Slope complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Antenna Structure Inspection prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Arctic Slope agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Antenna Structure Signage and Inspection Rules, Arctic Slope will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Arctic Slope shall establish Operating Procedures that all Covered Employees must follow to help ensure Arctic Slope's compliance with the Antenna Structure Signage and Inspection Rules. Arctic Slope's Operating Procedures shall include internal procedures and policies specifically designed to ensure that it complies with the Antenna Structure Signage and Inspection Rules all of its antenna structures¹⁴ are either monitored once every 24 hours or are equipped with an automatic alarm system designed to detect any failure of such lights and to provide indication of such failure to the owner. Arctic Slope shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Antenna Structure Signage and Inspection Rules.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Antenna Structure Signage and Inspection Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Arctic Slope's compliance with the Antenna Structure Signage and Inspection Rules. Arctic Slope shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Arctic Slope shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Arctic Slope shall establish and implement a Compliance Training Program on compliance with the Antenna Structure Signage and Inspection Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Arctic Slope's obligation to report any noncompliance with the Antenna Structure Signage and Inspection Rules under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Arctic Slope shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

13. **Reporting Noncompliance.** Arctic Slope shall report any noncompliance with the Antenna Structure Signage and Inspection Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Arctic Slope has

¹⁴ These procedures shall apply to all of Arctic Slope's antenna structures with lighting requirements.

taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Arctic Slope has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Office of the Field Director, 445 12th St S.W., Washington, DC 20554 with a copy submitted electronically to david.marks@fcc.gov and field@fcc.gov.

14. **Compliance Reports.** Arctic Slope shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Arctic Slope's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Antenna Structure Signage and Inspection Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Arctic Slope, stating that the Compliance Officer has personal knowledge that Arctic Slope: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹⁵
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Arctic Slope, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Arctic Slope has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Arctic Slope has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted Office of the Field Director, 445 12th St. S.W., Washington, DC 20554 with a copy submitted electronically to david.marks@fcc.gov and field@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act¹⁶ against Arctic Slope or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Arctic Slope with the Communications Laws.

17. **Civil Penalty.** Arctic Slope will pay a civil penalty to the United States Treasury in the amount of Forty-five Thousand Dollars (\$45,000) (Civil Penalty) within thirty (30) calendar days of the

¹⁵ 47 CFR § 1.16.

¹⁶ 47 U.S.C. § 208.

Effective Date. Arctic Slope acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).¹⁷ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated.

Arctic Slope shall send electronic notification of payment to david.marks@fcc.gov and field@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission’s Fee Filer (the Commission’s online payment system),¹⁸ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁹

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁰ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu and then select the bill number associated to the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

18. **Event of Default.** Arctic Slope agrees that an Event of Default shall occur upon the failure by Arctic Slope to pay the full amount on or before the due date specified in paragraph 17 of this Consent Decree.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then

¹⁷ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁸ Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

¹⁹ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

²⁰ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Arctic Slope.

20. **Waivers.** As of the Effective Date, Arctic Slope waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Arctic Slope shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Arctic Slope nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Arctic Slope shall waive any statutory right to a trial *de novo*. Arctic Slope hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²¹ relating to the matters addressed in this Consent Decree.

21. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

22. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

23. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Arctic Slope does not expressly consent) that provision will be superseded by such Rule or order.

24. **Successors and Assigns.** Arctic Slope agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

26. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

27. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

28. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

²¹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

29. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Jens Laipenieks
Chief Executive Officer and General Manager
Arctic Slope Telephone Association Cooperative, Inc.

Date