

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

Application ID: 75708102020113714
Application Status: Pending
Program Name: Virginia Telecommunications Initiative 2021
Organization Name: Amherst County
Organization Address: 153 Washington Street
Amherst, VA 24521-0390
Profile Manager Name: Jeremy Bryant
Profile Manager Phone: (434) 946-9418
Profile Manager Email: jsbryant@countyofamherst.com

Project Name: Amherst County/SCS Broadband VATI Application, 2021
Project Contact Name: Jeremy Bryant
Project Contact Phone: (434) 946-9418
Project Contact Email: jsbryant@countyofamherst.com
Project Location: 715 Kentmoor Farm Rd
, Madison Heights, VA, VA 24521-4202
Project Service Area: Amherst County

Total Requested Amount: \$451,080.00
Required Annual Audit Status: Pending Review

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
Telecommunications	\$451,080.00	\$112,770.00	\$563,850.00
Construction	\$361,200.00	\$90,300.00	\$451,500.00
Construction Related Soft Costs	\$6,400.00	\$1,600.00	\$8,000.00
Contingencies	\$21,480.00	\$5,370.00	\$26,850.00
Other: Radio and Network Costs	\$28,800.00	\$7,200.00	\$36,000.00
Other: Tower Equipment Loading	\$9,600.00	\$2,400.00	\$12,000.00
Other: Administrative	\$3,200.00	\$800.00	\$4,000.00
Other: Engineering Costs	\$20,400.00	\$5,100.00	\$25,500.00
Total:	\$451,080.00	\$112,770.00	\$563,850.00

Budget Narrative:

This budget has been based on building and equipping two towers, one 120' and one at 185'. All associated costs in material and labor has been included. Changes in tower size due to future changes required by any entity, such as County's Planning and Zoning, or Board decisions, may effect this budget.

Questions and Responses:

1. Project Description and Need

Describe why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s). Label map: Attachment 1 – Project Area Map.

Answer:

One of SCS Broadband's (SCS) long-term goals has been to expand internet service throughout Amherst County, Virginia to better serve those rural communities that have been bypassed by larger providers. Amherst County shares this goal, and SCS has partnered with Amherst County's leadership to accomplish full internet coverage of their jurisdiction. After looking at twelve additional sites for service, SCS has decided to focus on two to submit this grant request. SCS has been growing wireless services throughout Amherst County for 15 years, this project helps fill in additional gaps in coverage were tower resources is not available.

The project area for this VATI grant request consists of two new towers to be constructed and loaded with LTE broadband equipment. The tower will be owned and managed by Amherst County and leased to SCS for placement of the company's broadband transmission and network equipment.

These two were selected based on the needs of the Amherst County citizens for the areas located and the lack of coverage for all existing Internet Service Providers. These are areas where it has not been cost-effective to run fiber due to terrain and population per square mile. They are also areas where current wireless services have not been

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

able to provide services due to distance from existing tower sites.

The first location is at Ramsey & Sons Mill near the town of Clifford, Virginia. This industrial site for a lumber mill has a significant lack of Internet services. There is no fiber to the nearby homes and current wireless service towers place this area just out of reach of sufficient signal strength for the broadband speeds.

The second location is at the Amherst County Solid Waste site, the county's primary refuse storage and landfill area. Located on a foot mountain at just over 1,000 ft, surrounded by rough terrain and unmarked county roads, this site will serve homes not cost-effective for fiber companies to provision services and is an area far from current broadband tower sites. This site provides service for the county's homes located on Round Mountain area of the ruse center and to homes along the James River basin, filling in holes left by current ISP services.

These two locations were chosen because of the county-owned assets already in place, as well as being able to fill existing gaps in broadband service to Amherst County.

2. List existing providers in the proposed project area and the speeds offered. Please do not include satellite. Describe your outreach efforts to identify existing providers and how this information was compiled with source(s).

Answer:

The project area chosen for this VATI grant submission currently does not have any provider that offers high-speed service as set out by DHCD at <10 Mbps/1Mbps. Although some DSL providers advertise speeds greater than 10Mbps BroadbandNow.com runs a continuous service which captures the actual statistics supplied by speed tests by citizens. Comcast supplies fiber services for the more populated roads and RT29 corridors between Madison Heights and the Town of Amherst, but does not expand into road extensions such as the mapped areas due to cost and return on investment for fiber does not meet their business model. SCS has minor fiber extensions but these areas are not reached as the nearest towers are too far for the area or is blocked by terrain.

Tools used to determine ISPs were the BroadbandNow.com service, Comcast Service Request website and onsite visits. Entering addresses from the selected area into Comcast service request website returns the message "The address you entered could not be recognized", meaning it is not in their database. This was done for areas in green on the included maps.

There is some older Verizon DSL with less than 10 Mbps and is no longer supported for new customers.

There are no other ISPs in the project area that meet the speed requirements of 10Mbps or greater in advertised speeds.

3. Describe if any areas near the project have received funding from federal grant programs, including but not limited to Connect America Funds II (CAF II), ACAM, ReConnect, and Community Connect. If there have been federal funds awarded near the project, provide a map verifying the proposed project area does not conflict with these areas. Describe if there are Rural Digital Opportunity Fund (RDOF) eligible census blocks located in the proposed project area. Label Map: Attachment 2 – Documentation on Federal Funding Area.

Answer:

As shown in Attachment 2 – Documentation on Federal Funding Area, we have shown the mapping of all federal funded areas near the proposed areas.

For both sites, there is no CAF II, no ReConnect and no Connect America funding.

4. Overlap: To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

unserved area is defined as an area with speeds of 25/3 mbps or less and with less than 10% service overlap within the project area. Describe any anticipated service overlap with current providers within the project area. Provide a detailed explanation as to how you determined the percentage overlap. Label Attachment: Attachment 3 – Documentation Unserved Area VATI Criteria.

Answer:

The two tower sites have the same attributes as to being eligible for this VATI grant. Both are out of the fringes where Comcast, the only provider currently in the county with fiber, will not enter these area for one of two reasons. The first reason is the existence of Verizon DSL. Although Verizon does not provide new customers on their network, or allow those who drop service to return, Comcast does not go into areas with any wired services by policy. A portion of the area has Verizon DSL. The second reason is that a larger portion of the area to be covered by SCS Wireless is that it is too rural for Comcast to invest the high cost of fiber.

SCS used three methods to determine if the coverage from the sites would be at least 90% unserved as designated by the VATI rules. First, the tower design and location were established to provide investment to cover only the unserved areas, with the help of standardized propagation mapping tools from TowerCoverage.com. Second, BroadbandNOW.Com was used to determine where and what Internet service was available that showed broadband greater than 25 Mbps. And third, onsite visits to all roads was accomplished to verify where fiber lines existed, DSL lines existed, or neither fiber nor DSL existed. The resulting propagation mapping was then overlaid onto the maps of the existing services. This allowed a visual as well as a calculable percentage of overlap.

SCS found that these two towers, out of twelve that were analyzed, met the criteria of more then 90 percent coverage was eligible for this VATI grant, meeting the criteria of unserved areas. Attachment 3 – Documentation Unserved Area VATI Criteria shows the result of the above work.

5. Total Passings: Provide the number of total serviceable units in the project area. Applicants are encouraged to prioritize areas lacking 10 Megabits per second download and 1 Megabits per second upload speeds, as they will receive priority in application scoring. For projects with more than one service area, each service area must have delineated passing information. Label Attachment: Attachment 4 – Passings Form
- a. Of the total number of passings, provide the number of residential, business, non-residential, and community anchors in the proposed project area. Describe the methodology used for these projections.
 - b. Provide the number of serviceable units in the project area that have 10/1 mbps or less. Describe the methodology used for these projections.

Answer:

This is a wireless project whereas passings is determined by the signal propagation computer tool as a starting point. The computer propagation tool uses Census information to determine the population of the projected coverage area. SCS then first divides the given population by the county's average person per household as given by the same Census, or 2.7. This gives us the estimated homes in the coverage area. Next, we have estimated from our current subscribers for the given county the number of home businesses. This comes from those homes signing up for our higher plans. For Amherst County this is 5% of our customers.

Using Google Maps, we determine the number of businesses within the coverage area, as well as community anchors and non-residential institutions. This is easily done by counting things like businesses, churches, and

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

institutions such as animal shelters. The result is presented in Attachment – Passing Forms, one for each site, and a total for all sites.

Since there is no service in the propagation area with speed greater than 10/1, this is represented in each of the forms.

6. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Please describe if the private co-applicant will own or lease the radio mast, tower, or other vertical structure onto which the wireless infrastructure will be installed.

Answer:

The two Amherst County towers for this grant request are owned by Amherst County. SCS Broadband will own and maintain all the equipment to be loaded onto the project area towers. The company has three certified tower crews and contracts out tower climbing subcontracts when required to meet project deadlines. The project area towers are part of a complete county-wide wireless network being extended in 2020 – 2021 which consists of 13 active sites today. Of those sites, Amherst County owns a lease to SCS three 911 cell towers. An additional 2 Amherst cell towers are in process. SCS also has an additional 10 sites in the counties with a robust coverage in the county. SCS has the largest coverage for the rural areas of the county than any other ISP.

SCS owns and maintains all network and radio equipment on all towers. SCS also owns and maintains all customer premise radio equipment.

7. Speeds: Describe the internet service offerings, including download and upload speeds, to be provided after completion of the proposed project. Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate. List the private co-applicant's tiered price structure for all speed offerings in the proposed project area, including the lowest tiered speed offering at or above 25/3 mbps.

Answer:

The SCS Broadband network will be built with security, redundancy, and future bandwidth requirements as priority network functions. Internet service plans will be part of the open market architecture. A simple set of pricing plans will allow anyone, home or business, to choose an uncapped, unlimited, cost-effective plan. Homes and businesses will have the advantage of having many plans to choose from, not being locked into a plan that does not meet future needs. Any subscriber may change plans at any time, effective on the 1st of any month, without charge or penalty. Onsite call maintenance for any equipment is done free of charge as stated on the Terms of Service Contract. Residential service customers all must sign a One-Year Contract.

Payment for services is to be set up to make it as easy as possible, but to meet the different needs of subscribers. They are to be allowed to prepay in advance for a year and receive an additional discount. Payment can be done by mail, phone or website; or any subscriber can easily set up a secured, automatic ACH account to a credit card or bank account.

SCS Broadband will offer 5 tiers of service for residential customers in the project area:

- 10 Mbps for \$40/month

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

- 20 Mbps for \$60/month
- 30 Mbps for \$80/month
- 40 Mbps for \$100/month
- 50 Mbps for \$120/month

SCS Broadband will offer 3 tiers of service for businesses, with a required 2-Year Contract for all business plans (Businesses are defined as businesses working from a county zone defined for a business entity, home businesses are exempt):

- 10-15 Mbps for \$150/month
- 15-20 Mbps for \$200/month
- 20-25 Mbps for \$300/month

VOIP phone service will be offered at \$15 for unlimited continental United States calling. The phone system can be used at home with any type phone, including line or smartphone. It can be used away from home with a smartphone attached to WIFI Internet.

All plans are unlimited with no caps or throttling.

Each tower will have a 1Gig licensed wireless backhaul to the existing SCS fibered backhaul network. SCS maintains no less than 30 percent extra capacity on all fiber backhauls. The SCS network provides a greater efficient with a network of fiber backhauls to the Richmond Exchange for peering to over 50 products, such as Dropbox, NetFlix, Apple TV, FaceBook, etc.... Non-peering websites are passed to Ashburn, Virginia for connection to the Internet, the east coast fiber hub. As a result of this efficient network, low latency is constant and allows for less continuous bandwidth requirements for data transfers. Movies burst faster and overall bandwidth average is greatly reduced.

SCS offers extended payments for servicing including installation to low-income homes.

8. Network Design: Provide a description of the network system design used to deliver broadband service from the network's primary internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Provide a detailed explanation of how this information was determined with sources. If using a technology with shared bandwidth, describe how the equipment will handle capacity during peak intervals. For wireless projects, provide a propagation map for the proposed project area with a clearly defined legend for scale of map. Label Map: Attachment 5 – Propagation Map Wireless Project.

Answer:

These two towers will be added to an existing wireless network which is fed by fiber backhaul and multiple points of presence. The main primary backhauls are licensed backhauls to a tower location with fiber to the SCS fiber network to Richmond. A secondary path for redundancy is a fiber PoP located in nearby Nelson county. SCS has

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

three such Pops in Nelson as well as a main fiber link to the Richmond Exchange, and to Ashburn Virginia fiber hub. The backhaul for both sites will be 11Ghz licensed 1Gig links, which if ever needed can be upgraded to 2Gig links. The expected data usage based on estimated adoption of houses passed is 500Mbps max usage as of today's standard usages. This will represent at least a 40% unused bandwidth by both towers if max capacity of homes is reached. The equipment being loaded far exceeds the capability of the maximum number of homes passed by over 100%. Each of four LTE radios can handle 96 homes each, and the high speed WiFi radios can handle up to another 110 homes each. This is a total of 714 per site, or a total of 1,428 subscribers.

9. Project Readiness

Describe the current state of project development, including but not limited to: planning, preliminary engineering, identifying easements/permits, status of MOU or MOA, and final design. Prepare a detailed project timeline or construction schedule, identifying specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Applicants must include Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) between applicants (drafts are allowable). Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – MOU/MOA between Applicant/Co-Applicant.

Answer:

These two projects will be new projects whereas steps from planning to construction will be completed. The following are the overall steps to be completed:

1. Submit Building Permit - SCS
2. Submit Land Disturbance Permit - SCS
3. Negotiate Tower Purchase – County/SCS
4. Submit RFP for Sub-contractors – County/SCS
5. Obtain Zoning Approval – SCS
6. Submit Radio Licensing Applications - SCS
7. Order Materials - SCS
8. Perform Site Clearing - SCS
9. Build and Gravel Access Road - SCS
10. Construct Foundation - SCS
11. Stack Tower - SCS
12. Install Generator and Fuel Tank - SCS
13. Install Shed and Fencing - SCS
14. Install Electrical Support - SCS
15. Install Tower Ground Equipment - SCS
16. Install Tower Cabling - SCS
17. Install Tower Mounting Arms - SCS
18. Install Radio and Antenna Equipment - SCS
19. Program and test all Equipment - SCS

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

Although VATI allows for a year to complete a funded project, this project is scheduled to be completed within one year of start date.

These two tower will utilize an existing network architecture which includes fiber backhaul and PoP Internet connections.

10. Matching funds: Complete the funding sources table indicating the cash match and in-kind resources from the applicant, co-applicant, and any other partners investing in the proposed project (VATI funding cannot exceed 80 percent of total project cost). In-kind resources include, but are not limited to: grant management, acquisition of rights of way or easements, waiving permit fees, force account labor, etc. Please note the a minimum 20% match is required to be eligible for VATI, the private sector provider must provide 10% of the required match. If the private co-applicant's cash match is below 10% of total project cost, applicants must provide financial details demonstrating appropriate private investment. Label Attachments: Attachment 8 - Funding Sources Table; Attachment 9 – Documentation of Match Funding.

Answer:

All funding sources are 20% cash from co-applicant SCS and 80% grant monies. No matching in-kind or other is being requested.

11. Leverage: Describe any leverage being provided by the applicant, co-applicant, and partner(s) in support of the proposed project.

Answer:

The County of Amherst is providing leverage in project management and support in selecting and managing certain subcontractors such as land clearing and site preparation.

SCS is providing resources of an existing network, fiber backhaul and Internet PoP connections. SCS is also providing full 20% funding to alleviate stress on the county during the Covid-19 crisis and the effect on the local governments budget and resources. SCS is also covering all costs for subscriber equipment, valued at \$60,000 over the course of the first year of operation.

12. Marketing: Describe the broadband adoption plan.

a. Explain how you plan to promote customer take rate, including marketing activities, outreach plan, and other actions to reach the identified serviceable units within the project area. Provide the anticipated take rate and describe the basis for the estimate.

b. Describe any digital literacy efforts to ensure residents and businesses in the proposed project area sufficiently utilize broadband. Please list any partnering organizations for digital literacy, such as the local library or cooperative extension office.

Answer:

Marketing is accomplished by these means:

1. Paid Social Media Advertising (Facebook & Instagram)

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

2. Paid Search Engine Google
3. Google AdWords
4. Direct Mail Campaigns
5. Local Online News Media
6. Local Printed News Media
7. Customer Recommendation Programs
8. Phone Calling
9. SCS Broadband Website Promoting
10. Year Signs

SCS take rate is an average of 30% but can vary from 20% to 40% depending on market attributes. These attributes are things like existing contracts, average age of citizens, and income of citizens. This take rate average is based on 15 years of providing wireless Internet Service, including in Amherst County.

SCS provides free services for any community center. For example, SCS has provided free service for the educational computer and Internet lab for the Heritage Center for 15 years. SCS also provide a free wireless backup to Miller School of Albemarle and promotes free hotspots for the Covid-19 crisis through free Internet access and deployment help for portable hotspot technologies. An example is our donation of free Internet connectivity in Louisa County for the school's system of hotspots.

13. Project Management: Identify key individuals who will be responsible for the management of the project and provide a brief description of their role and responsibilities for the project. Present this information in table format. Provide a brief description of the applicant and co-applicant's history and experience with managing grants and constructing broadband communication facilities. Please attach any letters of support from stakeholders. If applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality. Attachment 10 – Letters of Support.

Answer:

SCS Broadband is a premier Internet Service Provider (ISP), specializing in offering service in rural communities for over 15 years. In 2005, SCS Broadband began building a wireless network using both commercial towers and private structures, water towers and light poles throughout Nelson, Amherst, and Buckingham counties of Virginia. In 2016, SCS Broadband created a five-year plan to deploy throughout Central Virginia in rural counties. SCS Broadband has expanded to these counties, many in partnerships of PPEA and other agreements:

- Nelson
- Amherst
- Bedford

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

- Pittsylvania
- Halifax
- Buckingham
- Albemarle
- Louisa
- Charles City
- Surry

In March 2018, SCS Broadband won two Tobacco Region Revitalization Commission (TRRC) grants in partnerships with Halifax and Pittsylvania Counties.

In addition, SCS Broadband has applied and won DHCD/VATI grants in partnership with other counties, and one with Amherst County which was completed on time and successfully providing hundreds of homes the opportunity of our LTE broadband services. As a result of the efforts of writing grants, and in performing grant projects, SCS Broadband has become very experienced in working with grantors such as DHCD.

Amherst County, Virginia is the Applicant for this grant application submittal which includes SCS Broadband, Inc., as the Co-Applicant.

Jeremy Bryant, Director of Amherst County Community Development Office, has served as the department director since 2006. He supervises all activities related to short- and long-range planning, serves as the Zoning Administrator, and is the secretary for the Amherst County Planning Commission and the Board of Zoning Appeals. He has managed several committees including the Business Taskforce as well as the Madison Heights Redevelopment District committee, a key initiative that served to lay the foundation for the OTMH project and village zoning designation. Bryant has directly overseen numerous Amherst County state and federally funded projects where he was directly responsible for all elements of project phasing, document and funding submittals. He has extensive knowledge of state and federally funded project and has served in the management role of three successfully executed CDBG non-entitlement projects.

SCS Broadband's CEO Mr. Lon Whelchel has more than twenty years of experience in the areas of technology and leading professional service organizations.

Clay Stewart is the COO for SCS Broadband, and he brings more than 40 years of IT experience. He has served as a system support analyst and designer for corporations such as AT&T, MCI, WorldCom, UUNET, The Harris Corporation, and Tyco Electronic communication companies.

Gerri Stewart is the CFO for SCS Broadband and brings more than 18 years as a Virginia Certified Public Accountant having served for the County of Henrico and as CFO for private schools, including the Miller School of Albemarle. Gerri and her staff provide for the effective and efficient financial processing for SCS Broadband.

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

The Amherst County and SCS Broadband key personnel for this project will be the following:

AMHERST COUNTY STAFF

Name	Title	Grant Role
Jeremy Bryant	Director, Ed.D, CZA Amherst County Community Development	Will act as grant coordinator for Amherst County

SCS BROADBAND STAFF (internet provider)

Lon Whelchel	CEO, SCS Broadband	Overseeing entire SCS Broadband side of the project
Clay Stewart	COO, SCS Broadband	Will work with the Amherst grant coordinator to implement broadband services in the Amherst project area
Gerri Stewart, CPA	CFO, SCS Broadband	Will provide oversight of the financial aspect of the project on SCS Broadband's side

14. Project Budget and Cost Appropriateness

Budget: Applicants must provide a detailed budget that outlines how the grant funds will be utilized, including an itemization of equipment, construction costs, and a justification of proposed expenses. If designating more than one service area in a single application, each service area must have delineated budget information. For wireless projects, please include delineated budget information by each tower. Expenses should be substantiated by clear cost estimates. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

Label Attachments: Attachment 11 – Derivation of Costs; Attachment 12 - Documentation of Supporting Cost Estimates.

Answer:

The main costs for this project is the construction of two towers in locations where there are no towers or fiber in unserved areas. Additional costs are for the LTE radio and supporting equipment, license and engineering fees and a small amount in administrative costs. There has been 5% added for contingencies. A break down of specific radio and antenna costs, along with any other equipment is available, but is proprietary information and can be presented if required.

15. The cost benefit index is comprised of three factors: (i) state share for the total project cost, (ii) state cost per unit passed, and (iii) the internet speed. From these statistics, individual cost benefit scores are calculated and averaged together to create a point scale for a composite score. Provide the following:

- a. Total VATI funding request
- b. Number of serviceable units
- c. Highest residential speed available in proposed project area

Answer:

Total Funding Requests: \$451,080

Number of Servicable Units: 571

Highest Residential Speed Available: 50 Mbps

16. Commonwealth Priorities

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. If applicable, describe the following:

- a. How the proposed project fits into a larger plan to achieve universal broadband coverage for the locality. Explain the remaining areas of need in the locality and a brief description of the plan to achieve universal broadband coverage.
- b. Businesses, community anchors, or other passings in the proposed project area that will have a significant impact on the locality or region because of access to broadband.
- c. Unique partnerships involved in the proposed project. Examples include electric utilities, universities, and federal/state agencies.
- d. Digital equity efforts to ensure low to moderate income households in the proposed project area will have affordable access to speeds at or above 25/3 mbps.

Answer:

This project fits into ongoing, multi-year projects SCS has been involved in for the last several years. With multiple grants and company investments, networks have been built in many counties throughout central Virginia. This project is an extension into 'holes' in Amherst county where an expansion off the extensive SCS wireless

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

network in that county will support the states effort to bring affordable broadband to all citizens.

More then two dozen rural businesses such as car auuto repairs shops, restaurants and toehrs will be able to get off satellite or slow DSL with this network.

This is an expansion off a successful previous partnership with DHCD/VATI 2019 and the County of Amherst. It is also an extension off a public/private partnership with Amherst county and SCS whereas the county has leased several 911 towers at low cost to speed up the deployment in other areas of the counties. One of those towers will be used for backhaul in this project.

The pricing SCS has on rural wireless broadband is below normal prices, to support affordability for all income levels.

17. Additional Information

17. Provide any other information that the applicant desires to include. Applicants are limited to four additional attachments.

Label Additional Attachments as:

- a. Attachment 13 – Two most recent Form 477 submitted to the FCC or equivalent
- b. Attachment 14 – XXXXXXXX
- c. Attachment 15 – XXXXXXXX
- d. Attachment 16 – XXXXXXXX
- e. Attachment 17 – XXXXXXXX

Answer:

Attachment 14 - Existing Amherst Network Map this Project Extends shows the current extensive SCS Amherst network that this project extends.

Attachments:

Map(s) of project area, including proposed infrastructure

Attachment1ProjectAreaMap816202044550.jpg

Documentation of Federal Funding (CAF/ACAM/USDA, etc...) in and/or near proposed project area.

Attachment2DocumentationonFederalFundingArea817202073120.jpg

Documentation that proposed project area is unserved based on VATI criteria

Attachment3DocumentationUnservedAreaVATICriteria817202065112.jpg

Application to DHCD Submitted through CAMS

Amherst County

Amherst County/SCS Broadband VATI Application, 2021

Passings Form (Please use template provided)

Attachment4PassingsForm817202081520.docx

Propagation Map if Wireless Project

Attachment5PropagationMapWirelessProject8172020100221.jpg

Timeline/Project Management Plan

Attachment6TimelineProjectManagementPlan8172020113842.xlsx

MOU/MOA between applicant/co-applicant (can be in draft form)

Attachment7MOUMOAbetweenApplicantCoApplicant817202043539.pdf

Funding Sources Table

Attachment8FundingSourcesTable817202045128.docx

Documentation for match funding

Attachment9DocumentationofMatchFunding817202040403.docx

Letters of Support

AcelaNetAmherstagreementsigned121218817202010454.pdf

Derivation of Cost (Project Budget)

Attachment11DerivationofCosts817202040658.xlsx

Documentation supporting project costs (e.g. vendor quotes)

Attachment12DocumentationofSupportingCostEstimates817202044821.xlsx

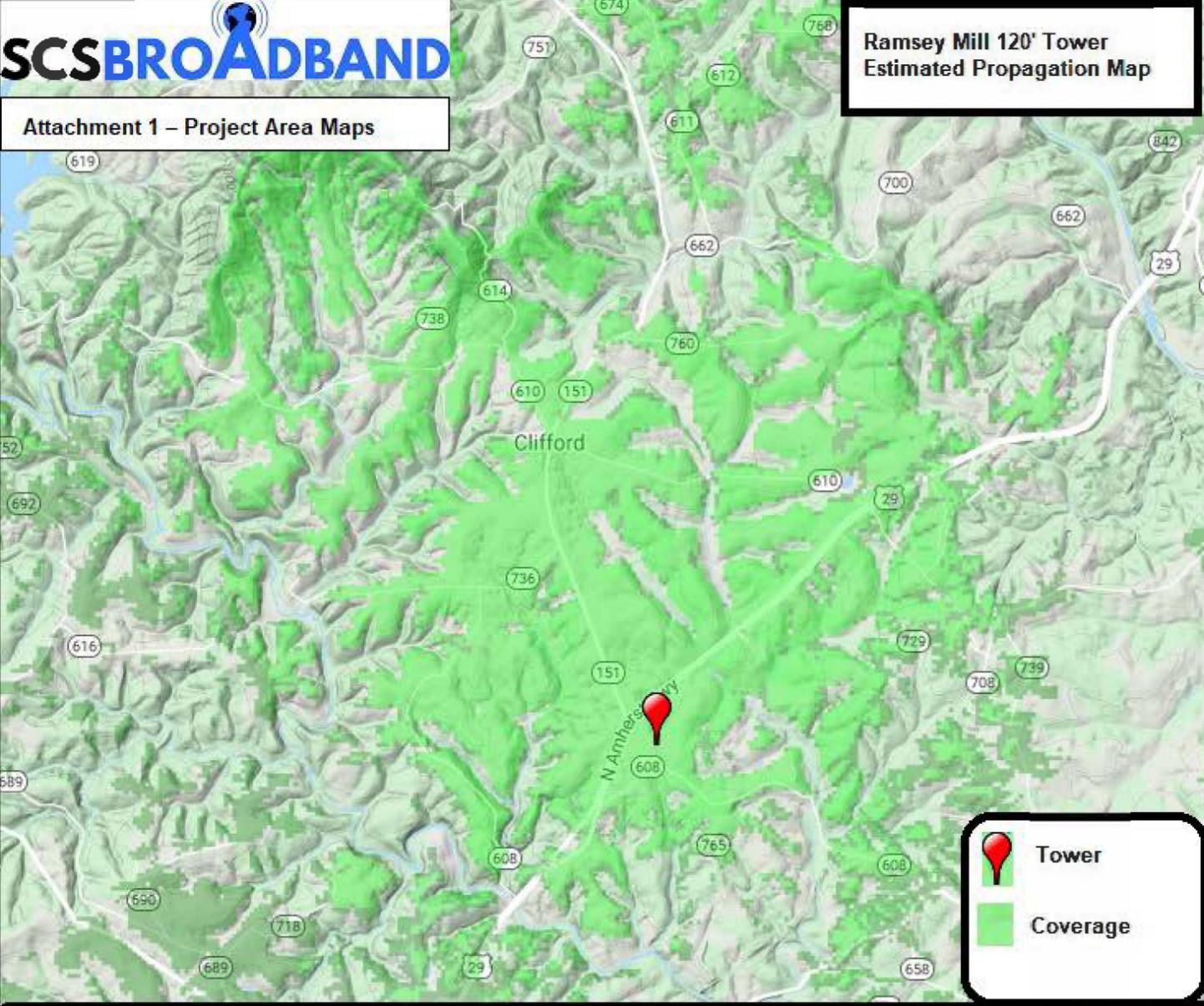
Two most recent Form 477 submitted to FCC

Attachment13TwomostrecentForm477submittedtotheFCC817202041327.jpg

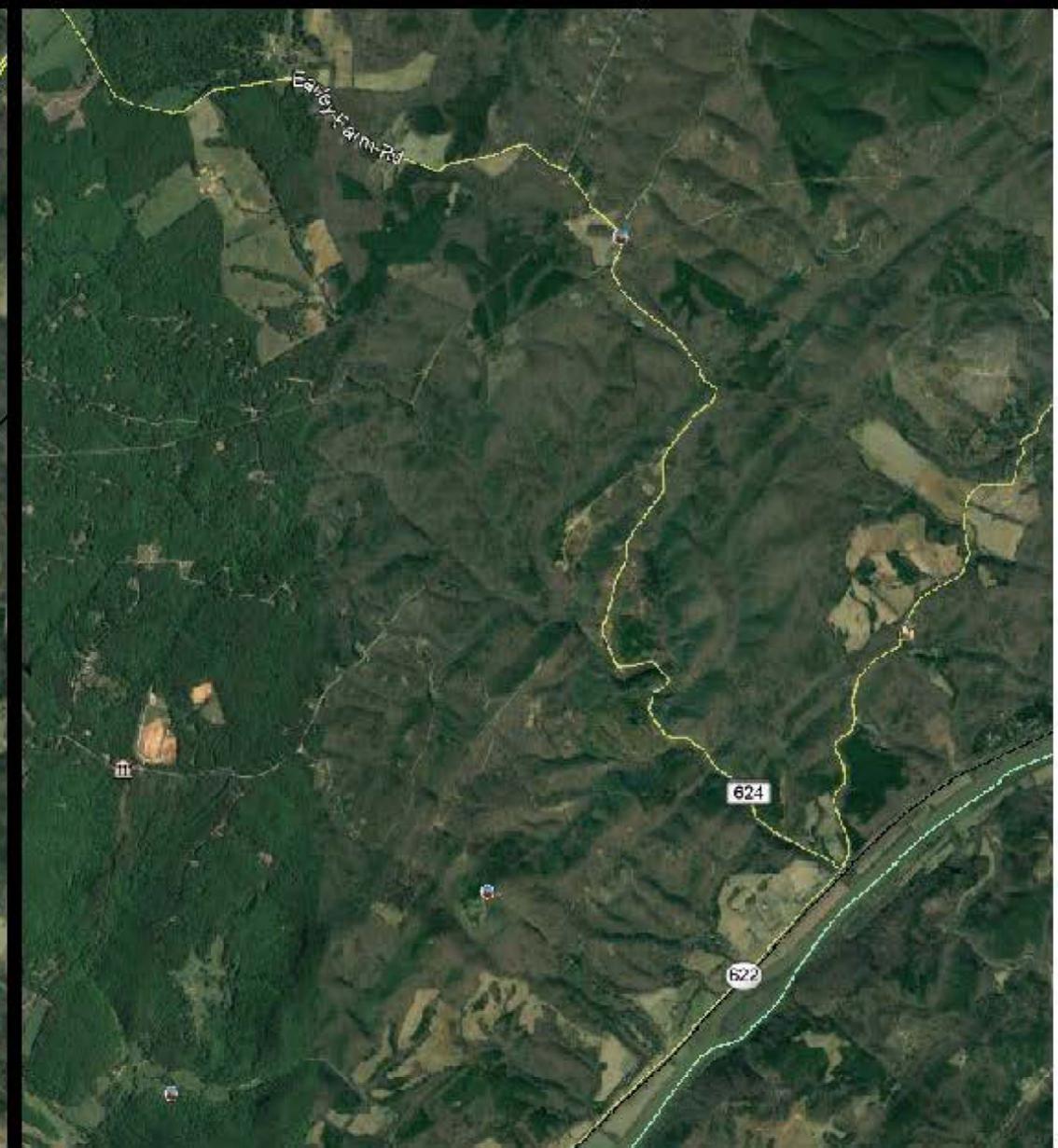
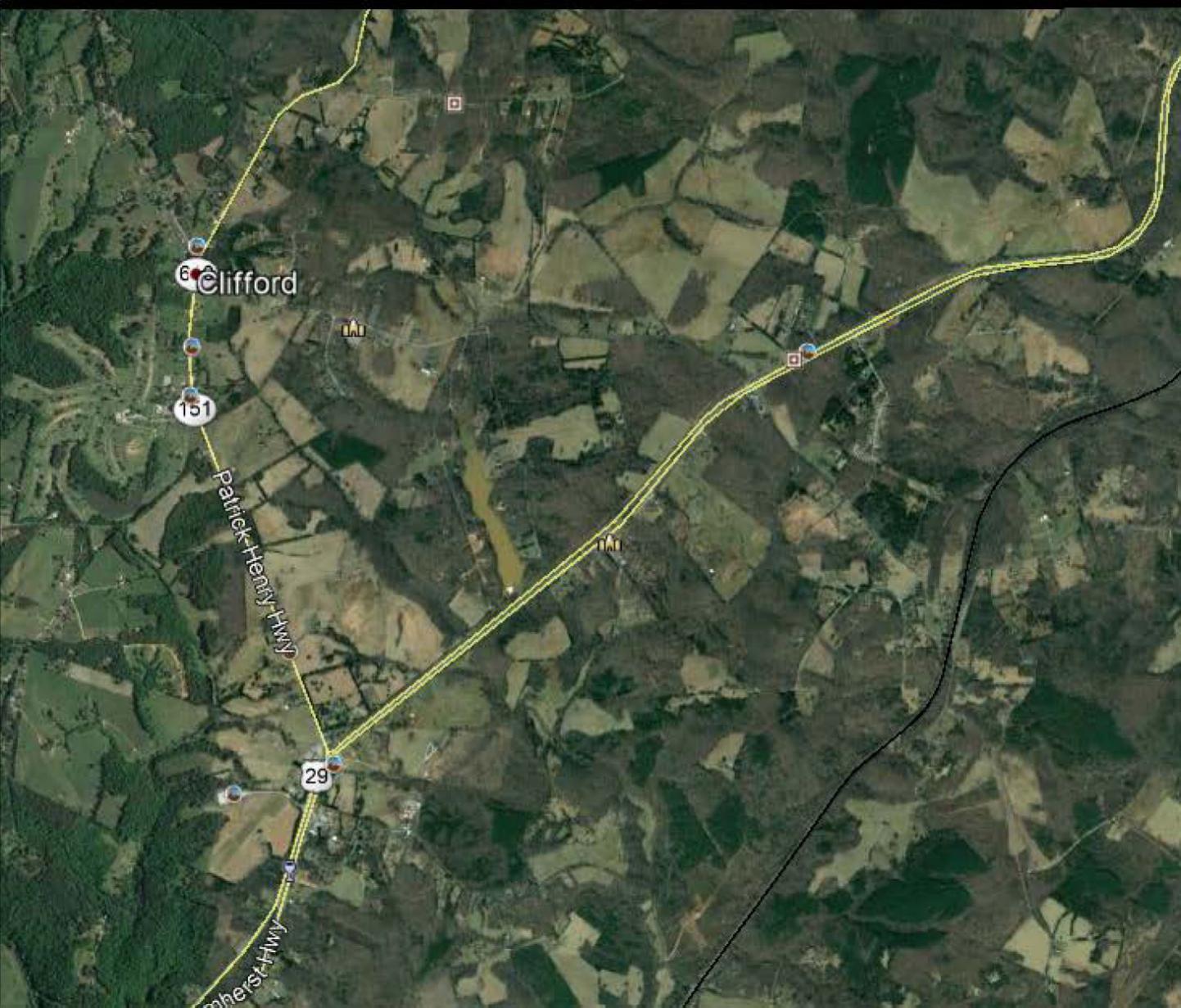
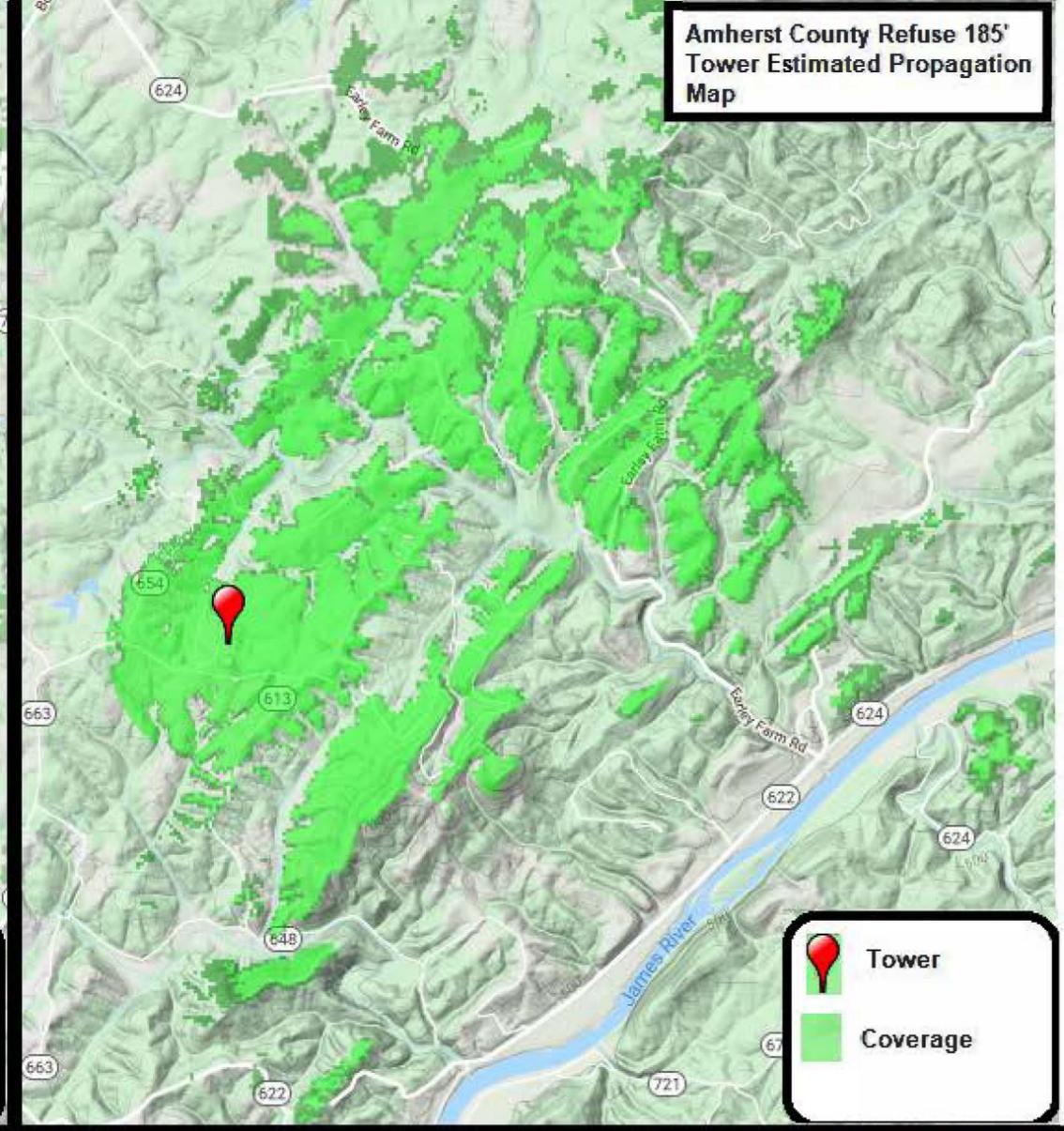
Optional

Attachment14ExistingAmherstNetworkMapthisProjectExtends817202050253.jpg

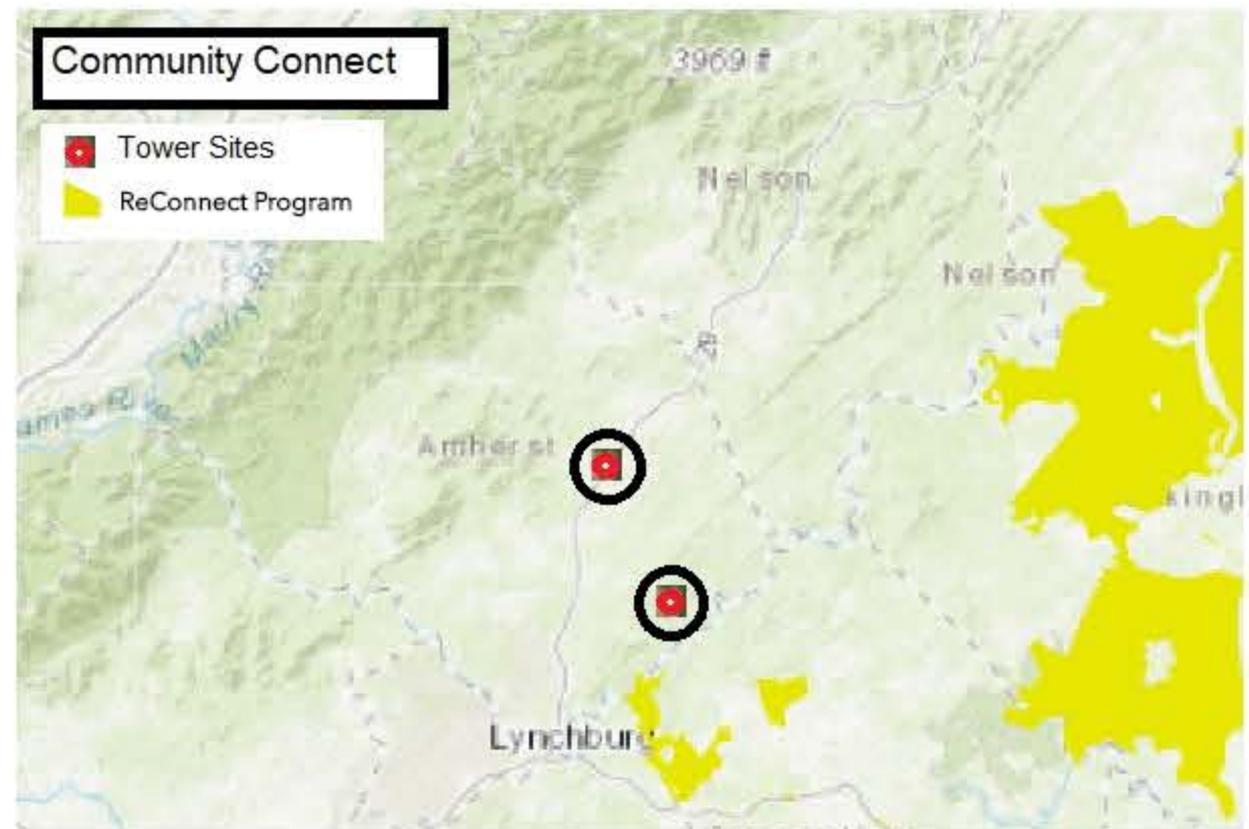
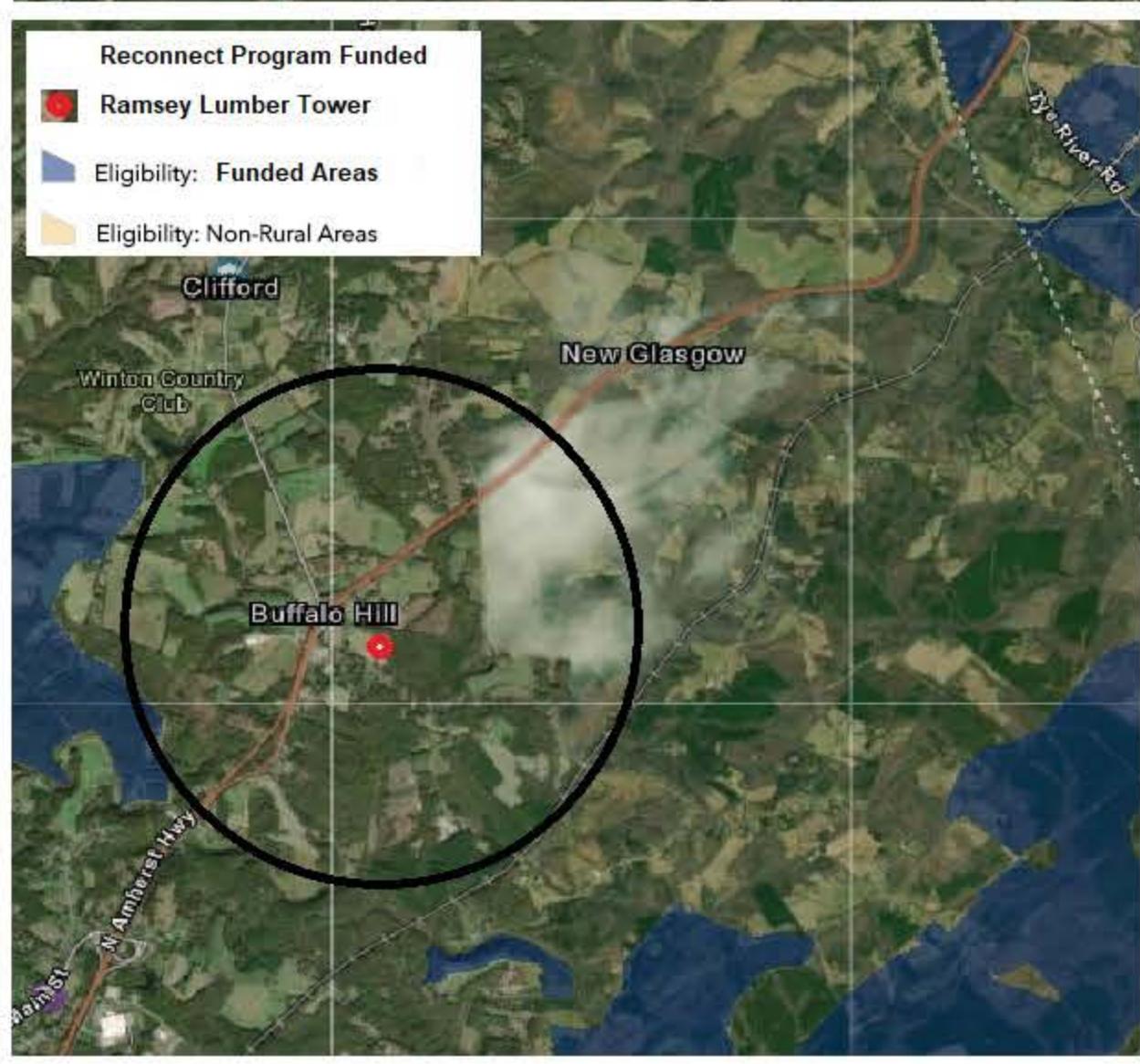
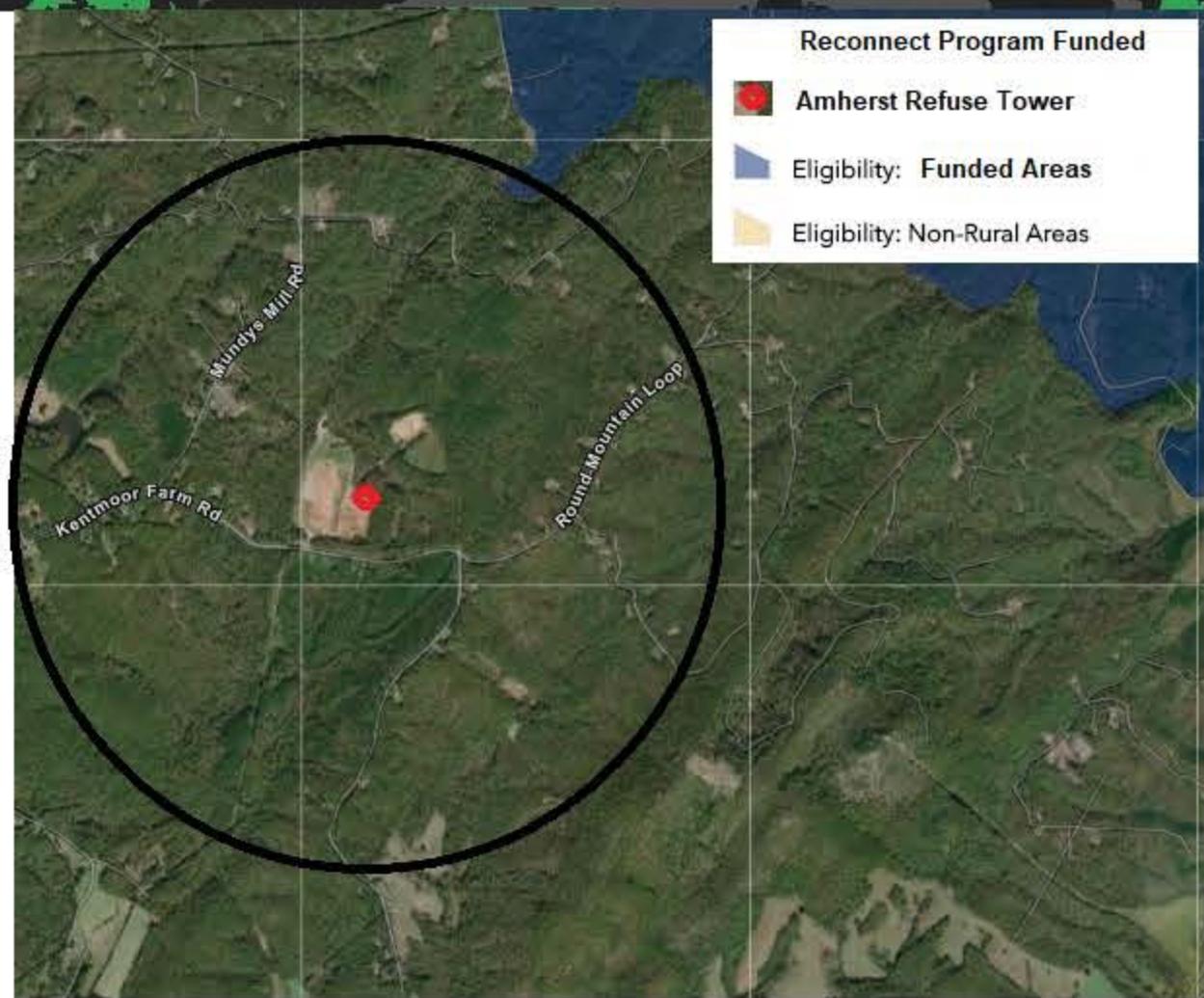
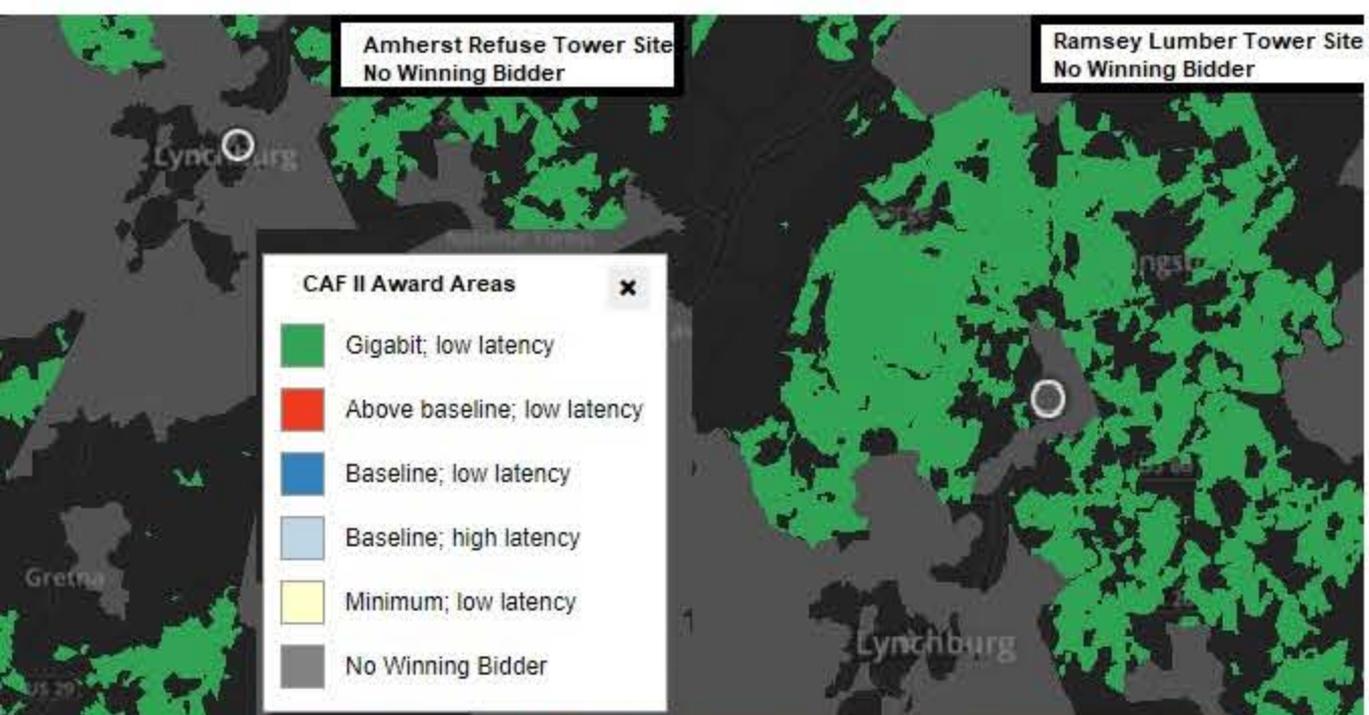
**Ramsey Mill 120' Tower
Estimated Propagation Map**



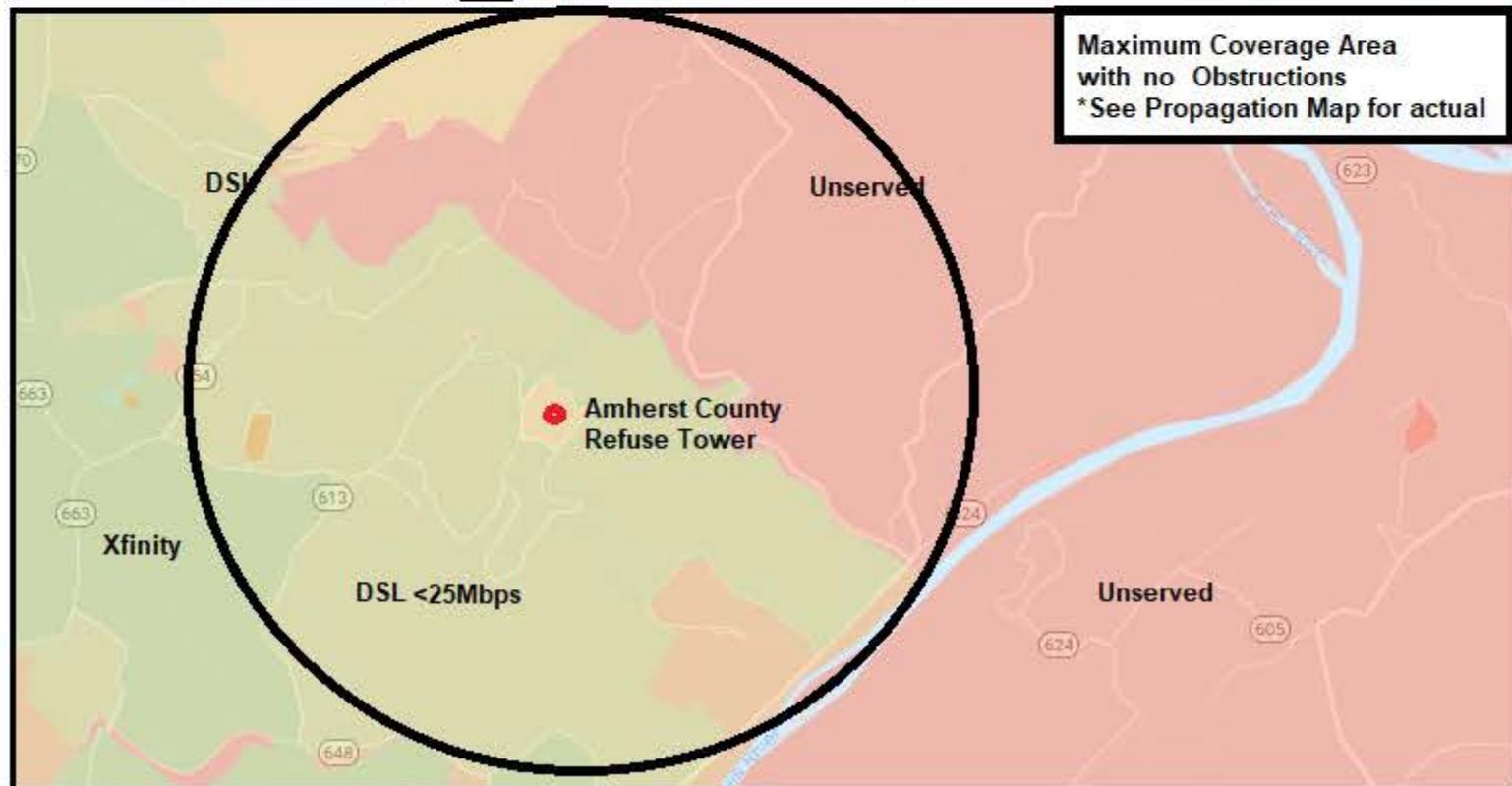
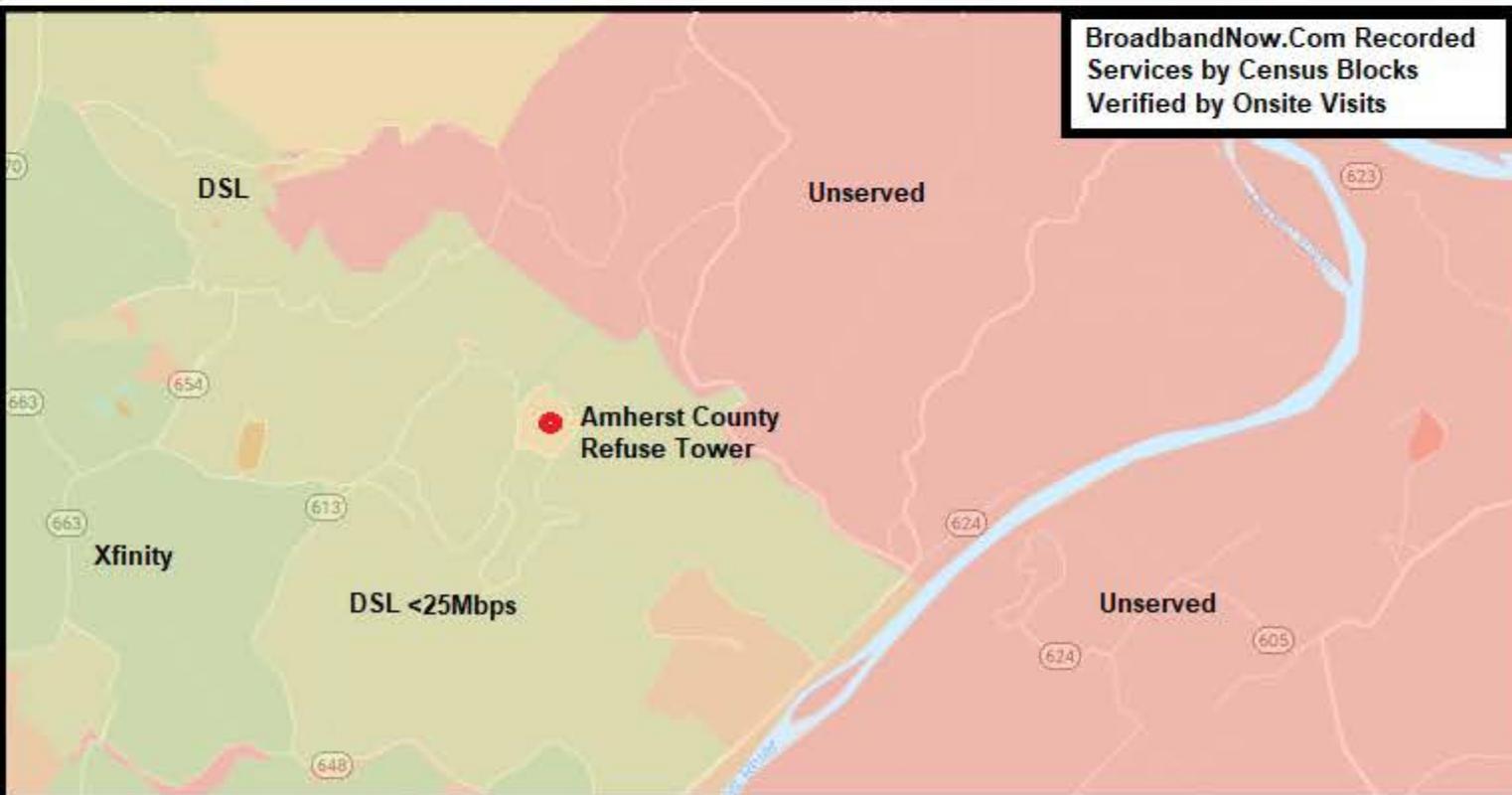
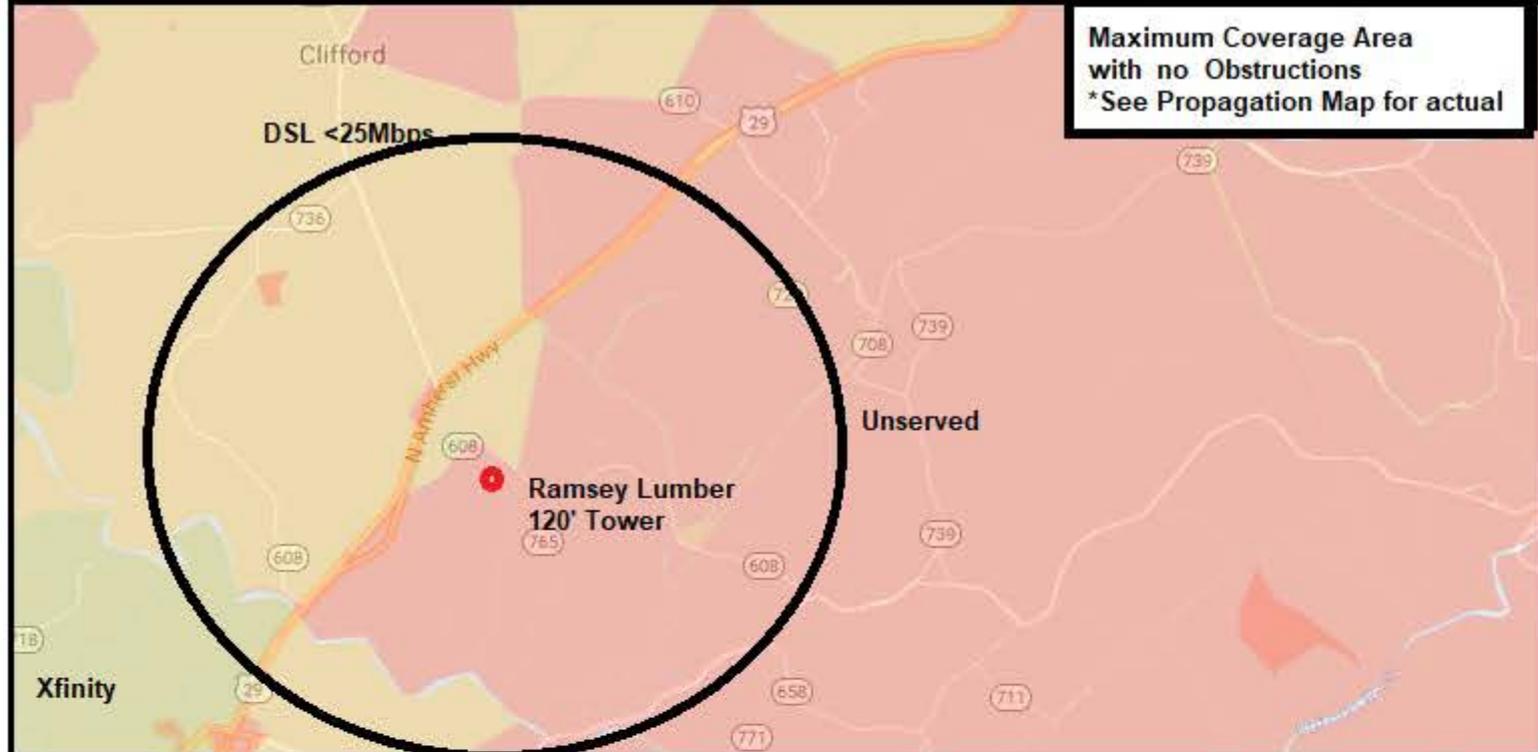
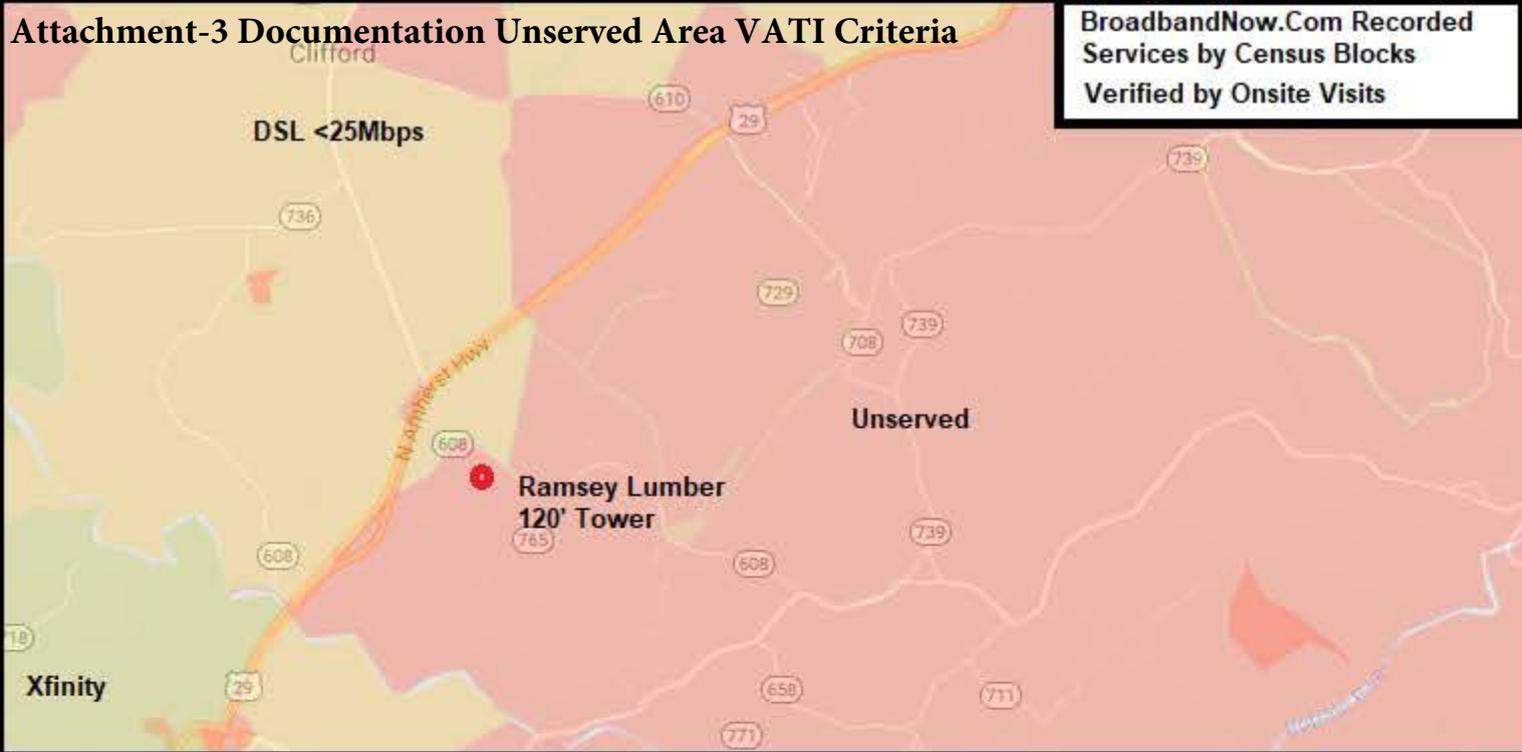
**Amherst County Refuse 185'
Tower Estimated Propagation Map**



CAF II, ReConnect and Community Connect Maps of Proposed Sties



Attachment-3 Documentation Unserved Area VATI Criteria



**2021 Virginia Telecommunication Initiative (VATI)
Passing Form
Ramsey Lumber Site**

Type of Passings	Total Number in Project Area	Number with Speeds at 10/1 or below in Project Area
Residential	515	515
Businesses (non-home based)	20	20
Businesses (home-based)	31 *	31
Community Anchors	2	2
Non-residential	3	3
Total Number of Passings	571	571

Amherst Refuse Site

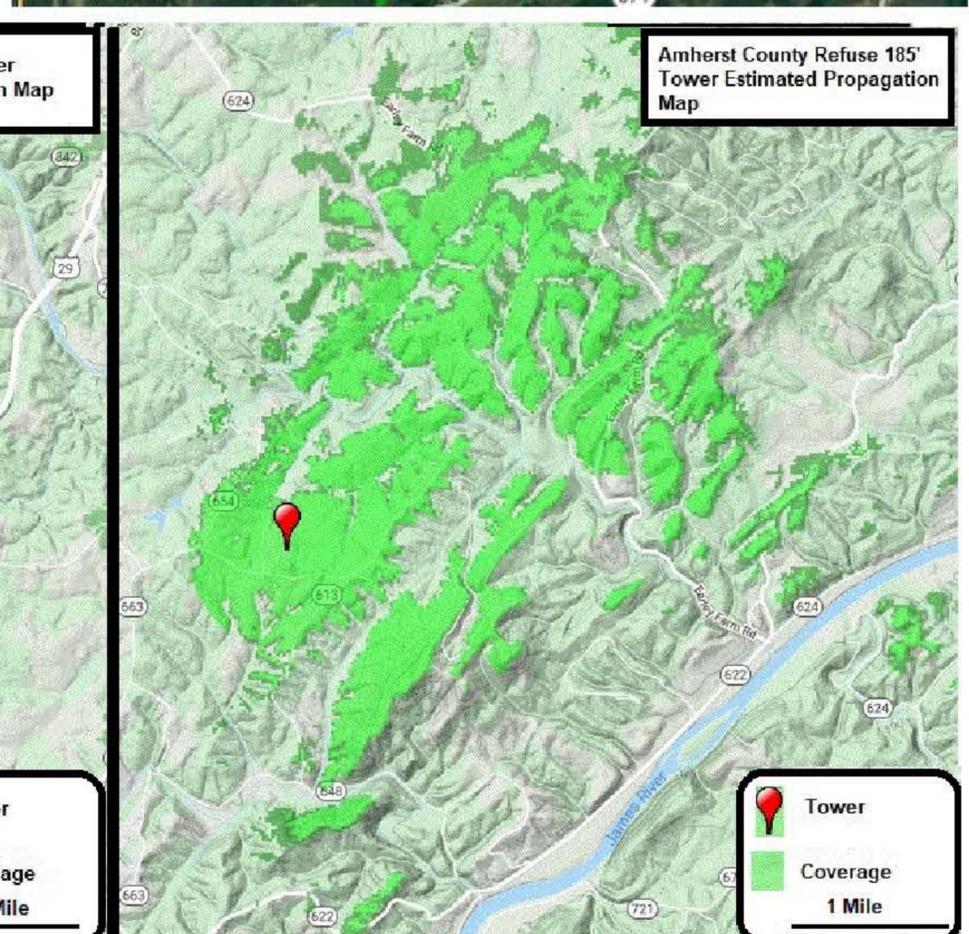
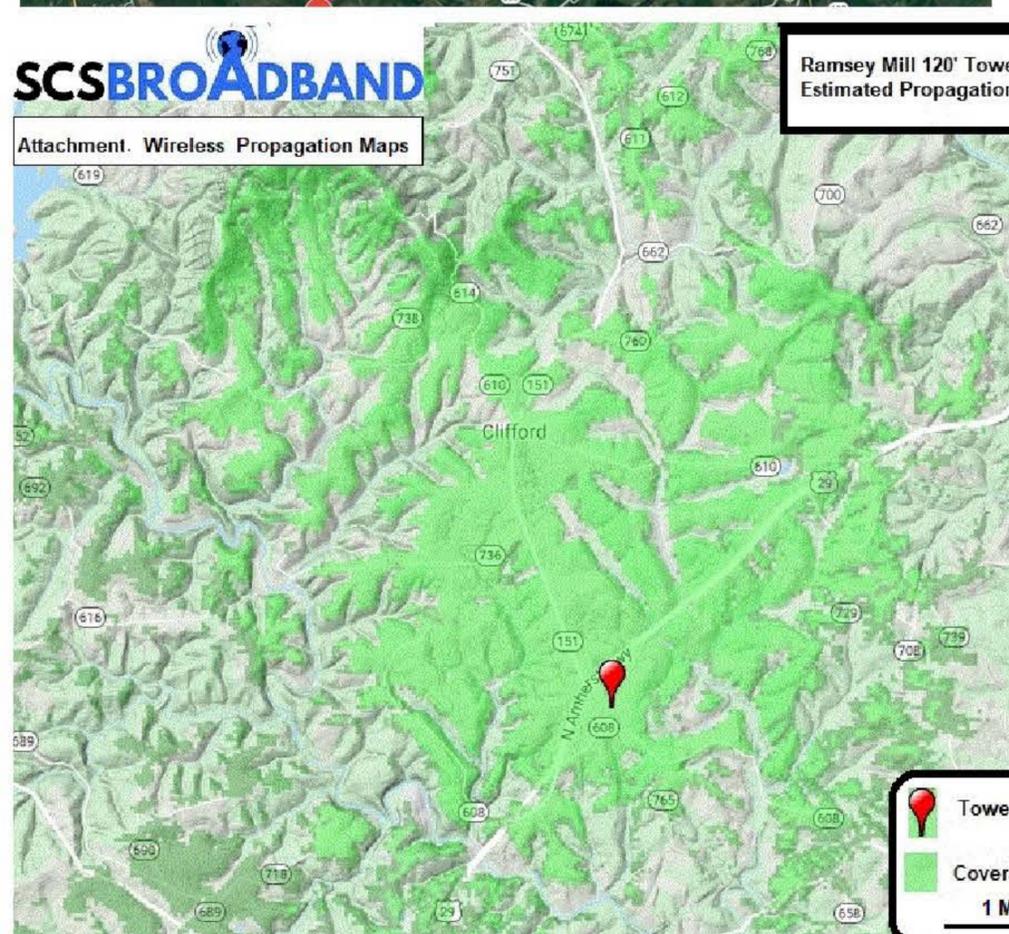
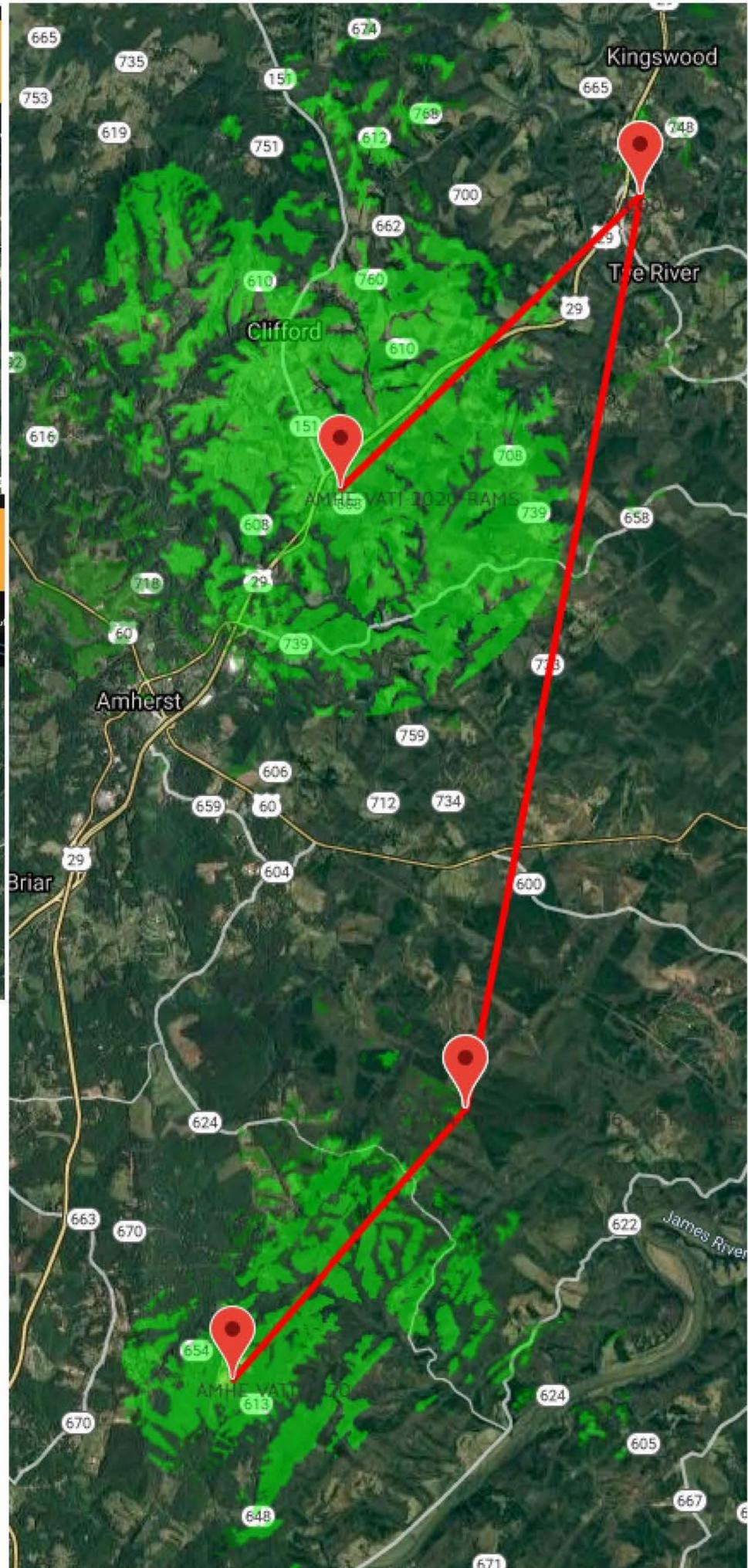
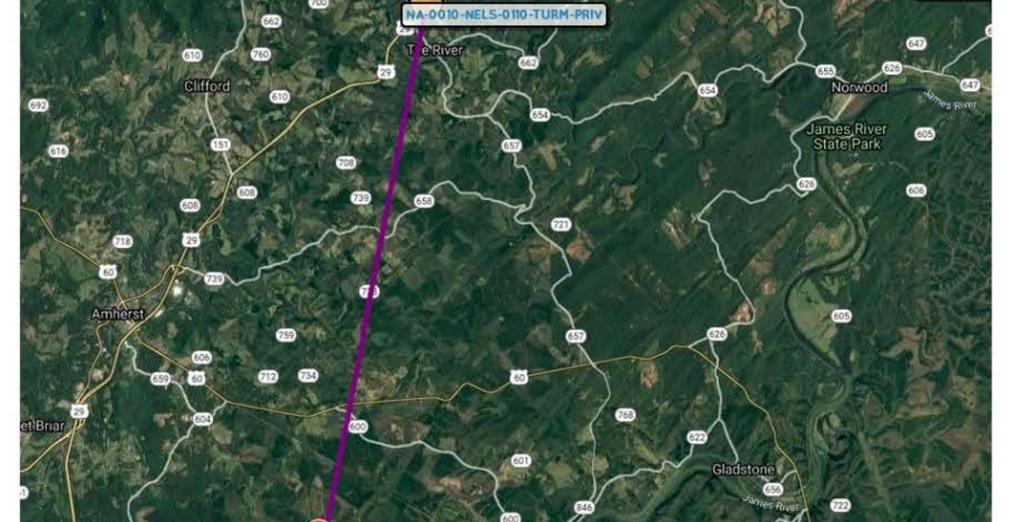
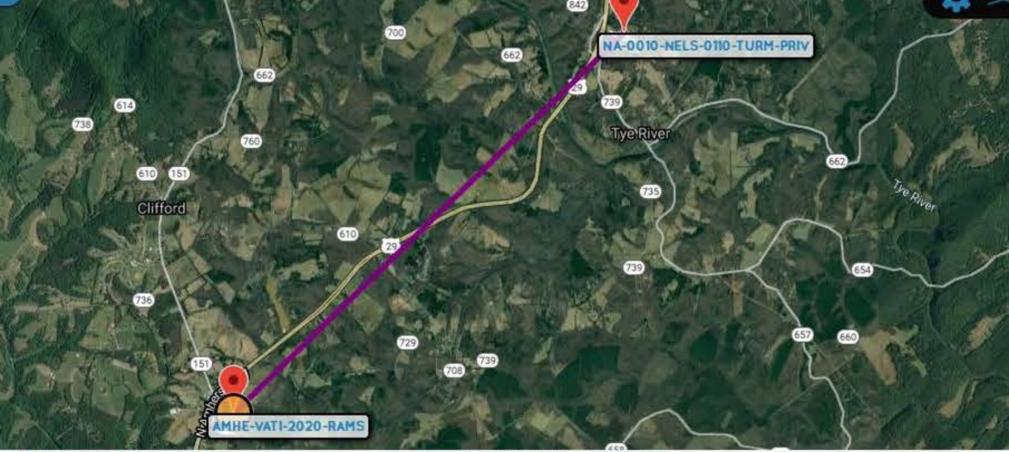
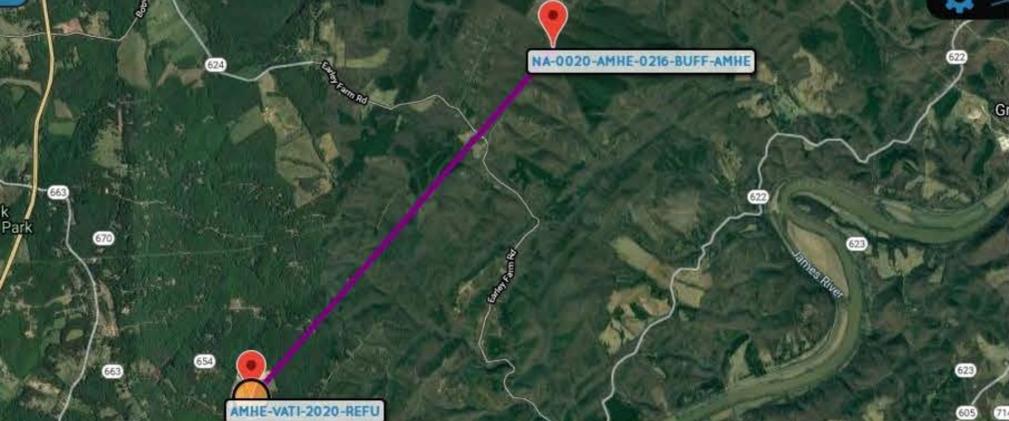
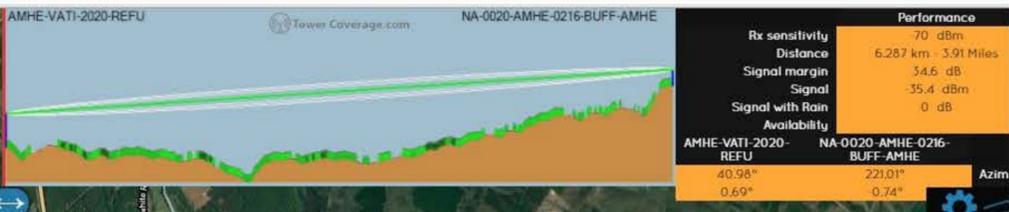
Type of Passings	Total Number in Project Area	Number with Speeds at 10/1 or below in Project Area
Residential	342	342
Businesses (non-home based)	4	4
Businesses (home-based)	21 *	21
Community Anchors	1	1
Non-residential	2	2
Total Number of Passings	370	370

Total for Both Sites

Type of Passings	Total Number in Project Area	Number with Speeds at 10/1 or below in Project Area
Residential	857	857
Businesses (non-home based)	24	24
Businesses (home-based)	52 *	52
Community Anchors	3	3
Non-residential	5	5
Total Number of Passings	941	941

- Home Based Business based on current subscriber percentage

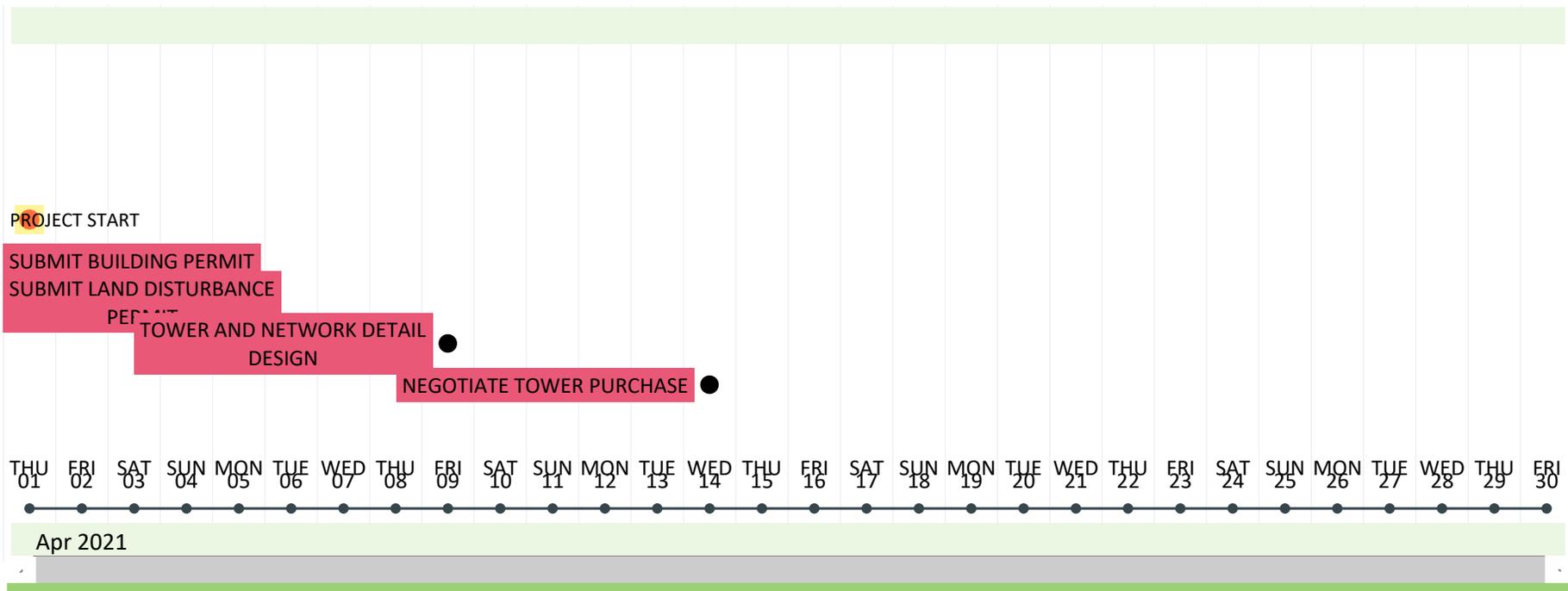
Attachment 5 - Wireless Propagation Maps



SCSBROADBAND
Attachment. Wireless Propagation Maps

Attachment-6 Timeline Project Management Plan

PROJECT TIMELINE - Amherst Refuse Tower



ENTER START DATE:

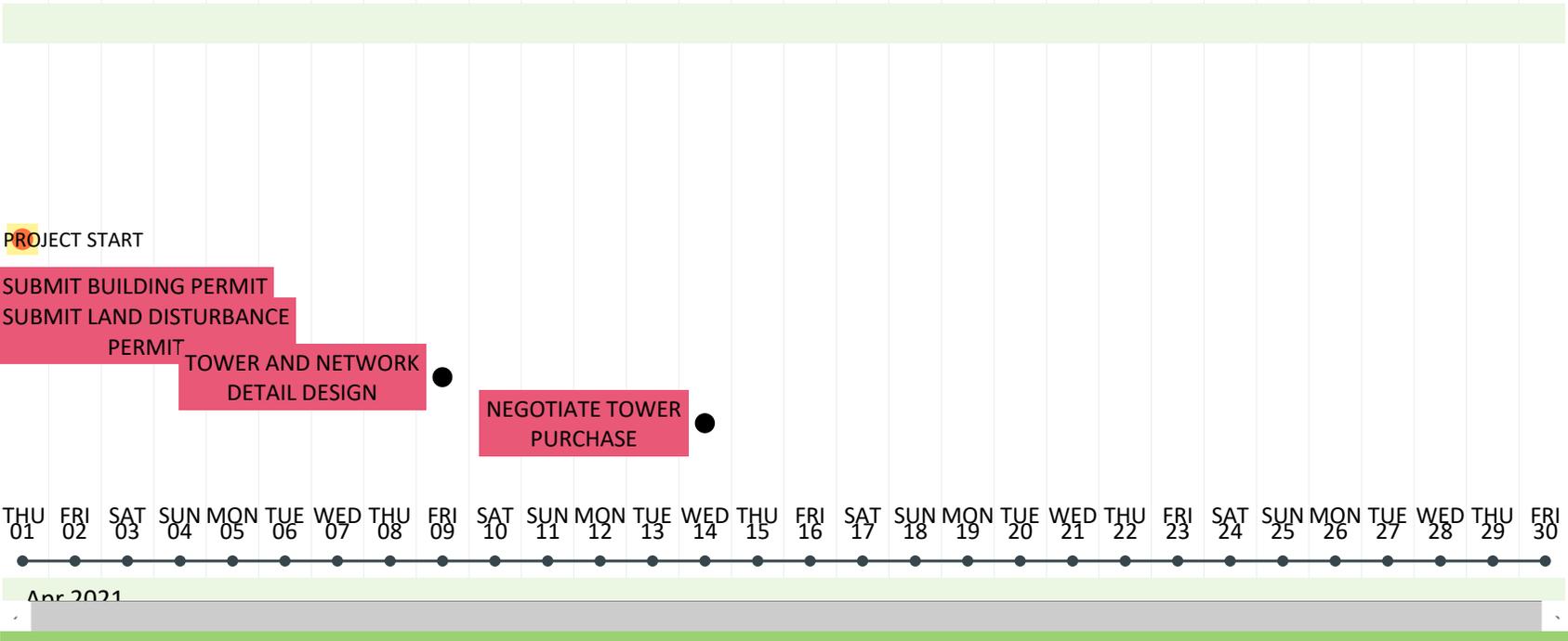
4/1/2021

ACTIVITY	START	Days	END	NOTES
Project Start	4/1/2021			
Submit Building Permit	4/1/2021	2	4/3/2021	SCS Broadband
Submit Land Disturbance Permit	4/1/2021	2	4/3/2021	SCS Broadband
Tower and Network Detail Design	4/4/2021	5	4/9/2021	SCS Broadband
Negotiate Tower Purchase	4/11/2021	3	4/14/2021	SCS Broadband
Submit RFP and Select Sub-contractors	4/21/2021	10	5/1/2021	SCS Broadband/County

ACTIVITY	START	Days	END	NOTES
Obtain Zoning Approval	5/1/2021	60	6/30/2021	SCS Broadband
Submit Radio Licensing Applications	5/11/2021	90	8/9/2021	SCS Broadband
Order Materials	7/3/2021	15	7/18/2021	SCS Broadband
Perform Site Clearing	7/13/2021	20	8/2/2021	County/Contractors
Build and Gravel Access Road	7/23/2021	30	8/22/2021	County/Contractors
Construct Foundation	8/12/2021	20	9/1/2021	County/Contractors
Stack Tower	10/1/2021	5	10/6/2021	SCS Broadband/Contractors
Install Generator and Fuel Tank	10/8/2021	5	10/13/2021	County/Contractors
Install Shed and Fencing	10/15/2021	10	10/25/2021	County/Contractors
Install Electrical Support	10/25/2021	5	10/30/2021	County/Contractors
Install Tower Ground Equipment	10/25/2021	4	10/29/2021	SCS Broadband
Install Tower Cabling	10/31/2021	3	11/3/2021	SCS Broadband
Install Tower Mounting Arms	11/5/2021	3	11/8/2021	SCS Broadband
Install Radio and Antenna Equipment	11/10/2021	10	11/20/2021	SCS Broadband
Program and test all Equipment	11/22/2021	5	11/27/2021	SCS Broadband
Begin Broadband Deployment	11/29/2021	50	1/18/2022	SCS Broadband

ACTIVITY	START	Days	END	NOTES
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PROJECT TIMELINE - Ramsey Lumber Tower



ENTER START DATE: 6/1/2021

ACTIVITY	START	Days	END	NOTES
Project Start	6/1/2021			
Submit Building Permit	6/1/2021	2	6/3/2021	SCS Broadband
Submit Land Disturbance Permit	6/1/2021	2	6/3/2021	SCS Broadband
Tower and Network Detail Design	6/4/2021	5	6/9/2021	SCS Broadband
Negotiate Tower Purchase	6/11/2021	3	6/14/2021	SCS Broadband

ACTIVITY	START	Days	END	NOTES
Submit RFP and Select Sub-contractors	6/21/2021	10	7/1/2021	SCS Broadband/County
Obtain Zoning Approval	7/1/2021	60	8/30/2021	SCS Broadband
Submit Radio Licensing Applications	7/11/2021	90	10/9/2021	SCS Broadband
Order Materials	8/31/2021	15	9/15/2021	SCS Broadband
Perform Site Clearing	9/10/2021	20	9/30/2021	County/Contractors
Build and Gravel Access Road	9/20/2021	30	10/20/2021	County/Contractors
Construct Foundation	10/10/2021	20	10/30/2021	County/Contractors
Stack Tower	11/29/2021	5	12/4/2021	SCS Broadband/Contractors
Install Generator and Fuel Tank	12/6/2021	5	12/11/2021	County/Contractors
Install Shed and Fencing	12/13/2021	10	12/23/2021	County/Contractors
Install Electrical Support	12/23/2021	5	12/28/2021	County/Contractors
Install Tower Ground Equipment	12/23/2021	4	12/27/2021	SCS Broadband
Install Tower Cabling	12/29/2021	3	1/1/2022	SCS Broadband
Install Tower Mounting Arms	1/3/2022	3	1/6/2022	SCS Broadband
Install Radio and Antenna Equipment	1/8/2022	10	1/18/2022	SCS Broadband
Program and test all Equipment	1/20/2022	5	1/25/2022	SCS Broadband
Begin Broadband Deployment	1/27/2022	50	3/18/2022	SCS Broadband

	SUN	MON	TUE	WED	THU	FRI	SAT
17	25	26	27	28	29	30	May 1
	Submit RFP and Select Sub-contractors						Obtain Zoning Appro
18	2	3	4	5	6	7	8
	Submit RFP and Select Sub-contractors			Cinco de Mayo	Obtain Zoning Approval		
19	9	10	11	12	13	14	15
	Obtain Zoning Approval						
	Mother's Day		Submit Radio Licensing Applications				
20	16	17	18	19	20	21	22
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
21	23	24	25	26	27	28	29
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
22	30	31	Jun 1	2	3	4	5
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
		Memorial Day	Submit Building Permit			Tower and Network Detail Design >	
			Submit Land Disturbance Permit				

	SUN 30	MON 31	TUE Jun 1	WED 2	THU 3	FRI 4	SAT 5
22	Obtain Zoning Approval						
		Memorial Day	Submit Building Permit			Tower and Network Detail Design	
			Submit Land Disturbance Permit				
			Project Start				
23	6	7	8	9	10	11	12
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
	Tower and Network Detail Design					Submit RFP and Select Sub-contractors	
						Negotiate Tower Purchase	
24	13	14	15	16	17	18	19
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
	Submit RFP and Select Sub-contractors						
	Negotiate Tower Pur						Juneteenth
25	20	21	22	23	24	25	26
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
	Submit RFP and Select Sub-contractors						
	Father's Day						
26	27	28	29	30	Jul 1	2	3
	Obtain Zoning Approval						
	Submit Radio Licensing Applications						
					Obtain Zoning Approval		
							Order Materials >

	SUN 27	MON 28	TUE 29	WED 30	THU Jul 1	FRI 2	SAT 3
26	<div style="border: 1px solid purple; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px; margin-top: 5px;">Obtain Zoning Approval</div> <div style="border: 1px solid purple; padding: 2px; margin-top: 5px;">Order Materials</div>						
27	4	5	6	7	8	9	10
	<div style="border: 1px solid purple; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid purple; padding: 2px;">Order Materials</div> <div style="border: 1px solid red; padding: 2px; margin-top: 5px;">Independence Day</div> <div style="border: 1px solid red; padding: 2px; margin-left: 20px;">Independence Day of</div>						
28	11	12	13	14	15	16	17
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid purple; padding: 2px;">Order Materials</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px; margin-top: 5px;">Perform Site Clearing</div>						
29	18	19	20	21	22	23	24
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid purple; padding: 2px;">Order Materials</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Perform Site Clearing</div>						
30	25	26	27	28	29	30	31
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Perform Site Clearing</div> <div style="border: 1px solid purple; padding: 2px;">Build and Gravel Access Road</div>						

	SUN Aug 1	MON 2	TUE 3	WED 4	THU 5	FRI 6	SAT 7
31	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Perform Site Clearing</div> <div style="border: 1px solid purple; padding: 2px;">Build and Gravel Access Road</div>						
32	8	9	10	11	12	13	14
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Perform Site Clearing</div> <div style="border: 1px solid purple; padding: 2px;">Build and Gravel Access Road</div>						
33	15	16	17	18	19	20	21
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Perform Site Clearing</div> <div style="border: 1px solid purple; padding: 2px;">Build and Gravel Access Road</div>						
34	22	23	24	25	26	27	28
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Build and Gravel Access Road</div> <div style="border: 1px solid purple; padding: 2px;">Construct Foundation</div>						
35	29	30	31	Sep 1	2	3	4
	<div style="border: 1px solid purple; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid orange; padding: 2px;">Obtain Zoning Approval</div> <div style="border: 1px solid orange; padding: 2px;">Submit Radio Licensing Applications</div> <div style="border: 1px solid purple; padding: 2px;">Build and Gravel Access Road</div> <div style="border: 1px solid purple; padding: 2px;">Construct Foundation</div>						

	SUN 29	MON 30	TUE 31	WED Sep 1	THU 2	FRI 3	SAT 4
35	Submit Radio Licensing Applications						
	Submit Radio Licensing Applications						
	Build and Gravel Access Road						
	Construct Foundation						
36	5	6	7	8	9	10	11
	Submit Radio Licensing Applications						
	Obtain Zoning Approval				Perform Site Clearing		
	Submit Radio Licensing Applications						
	Construct Foundation						
	Order Materials						
37	12	13	14	15	16	17	18
	Submit Radio Licensing Applications						
	Order Materials						
	Perform Site Clearing						
38	19	20	21	22	23	24	25
	Submit Radio Licensing Applications						
	Order Materials						
	Perform Site Clearing						
		Build and Gravel Access Road					
39	26	27	28	29	30	Oct 1	2
	Submit Radio Licensing Applications						
	Perform Site Clearing						
	Build and Gravel Access Road						

	SUN	MON	TUE	WED	THU	FRI	SAT
39	26	27	28	29	30	Oct 1	2
	Submit Radio Licensing Applications						
	Perform Site Clearing						
	Build and Gravel Access Road						
40	3	4	5	6	7	8	9
	Submit Radio Licensing Applications						
	Perform Site Clearing						
	Build and Gravel Access Road						
						Install Generator and Fuel Tank	
41	10	11	12	13	14	15	16
	Submit Radio Licensing Applications						
	Perform Site Clearing						
	Build and Gravel Access Road						
	Install Generator and Fuel Tank						
42	17	18	19	20	21	22	23
	Submit Radio Licensing Applications						
	Perform Site Clearing						
	Build and Gravel Access Road						
	Construct Foundation						
43	24	25	26	27	28	29	30
	Submit Radio Licensing Applications						
	Build and Gravel Access Road						
	Construct Foundation						
	Install Shed and Fencing						
44	31	Nov 1	2	3	4	5	6
	Submit Radio Licensing Applications						
	Build and Gravel Access Road		Election Day		Install Tower Mounting Arms		
	Construct Foundation						
	Install Electrical Sup						

	SUN 31	MON Nov 1	TUE 2	WED 3	THU 4	FRI 5	SAT 6
44	Submit Radio Licensing Applications						
	Build and Gravel Access Road	Election Day				Install Tower Mounting Arms	
	Construct Foundation						
	Install Electrical Sup						
	Install Tower Cabling						
45	7	8	9	10	11	12	13
	Submit Radio Licensing Applications				Veterans Day		
	Construct Foundation			Submit Building Permit			
	Install Tower Mounting Arms			Program and test all Equipment			
	Daylight Saving Time						
46	14	15	16	17	18	19	20
	Submit Building Permit						
	Program and test all					Begin Broadband Deployment	
47	21	22	23	24	25	26	27
	Submit Building Permit						
	Begin Broadband Deployment						
		Program and test all Equipment					
		Program and test all Equipment					
					Thanksgiving Day	Black Friday	
48	28	29	30	Dec 1	2	3	4
	Begin Broadband Deployment						
	Program and test all	Stack Tower					

	SUN 28	MON 29	TUE 30	WED Dec 1	THU 2	FRI 3	SAT 4
48	Begin Broadband Deployment						
	Program and test al	Stack Tower					
49	5	6	7	8	9	10	11
	Begin Broadband Deployment						
		Install Generator and Fuel Tank					
50	12	13	14	15	16	17	18
	Begin Broadband Deployment						
	Install Generator and Fuel Tank						
		Install Shed and Fencing					
51	19	20	21	22	23	24	25
	Begin Broadband Deployment						
	Install Shed and Fencing						
					Install Electrical Support		
						Christmas Day obser	Christmas Day
						Christmas Eve	
52	26	27	28	29	30	31	Jan 1
	Begin Broadband Deployment						
	Install Shed and Fencing		Install Tower Cabling				
	Install Electrical Support					New Year's Day obse	
						New Year's Eve	

	SUN	MON	TUE	WED	THU	FRI	SAT
52	26	27	28	29	30	31	Jan 1
	Begin Broadband Deployment						
	Install Shed and Fencing		Install Tower Cabling				
	Install Electrical Support				New Year's Day obse		
					New Year's Eve		
1	2	3	4	5	6	7	8
	Begin Broadband Deployment						
	Install Tower Mounting Arms					Install Radio and Ant	
2	9	10	11	12	13	14	15
	Begin Broadband Deployment						
	Install Radio and Antenna Equipment						
3	16	17	18	19	20	21	22
	Begin Broadband Deployment						
	Install Radio and Antenna Equipment				Program and test all Equipment		
4	23	24	25	26	27	28	29
	Program and test all Equipment			Begin Broadband Deployment			
5	30	31	Feb 1	2	3	4	5
	Begin Broadband Deployment						

MEMORANDUM OF AGREEMENT

between

County of Amherst, Virginia and SCS Broadband (SCS)

This Memorandum of Agreement (“Agreement”), effective August 17, 2020, is entered into by and between County of Amherst, Virginia hereinafter referred to “APPLICANT” and AcelaNet, LLC, hereinafter referred to as “SCS”.

- A. WHEREAS**, APPLICANT is a Virginia County of the Commonwealth of Virginia.
- B. WHEREAS**, SCS is also a Wireless Internet Service Provider providing wireless internet service to Amherst County, Virginia;
- C. WHEREAS**, The APPLICANT and SCS will join in a public/private partnership to jointly apply for a DHCD/VATI grant for the purpose of expanding an existing wireless network;
- D. WHEREAS**, both APPLICANT and SCS will be have an application for the DHCD/VATI grant which has in details the responsibilities for the funding of the grant requirements, as well as other pertinent information agreed upon;

NOW, THEREFORE, in consideration of the recitals above, and the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows.

1. CREATE a PUBLIC/PRIVATE PARTNERSHIP TO APPLY FOR THE 2020-2021 DHCD/VATI GRANT

In addition to previous partnerships, both parties have agreed to the content and terms in the DHCD/VATI Grant for the 2020-2021 Grant request Process.

2. TERM AND TERMINATION

The term of this Agreement shall coincide with the terms set forth in the 2021 VATI Guidelines and Criteria between the SCS and APPLICANT. This Agreement may be terminated or altered by either party with via written email notice followed by US Postal Mail written notice to the other parties two (2) weeks/14 calendar days in advance.

3. NOTICES

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed sufficiently given after three business days if sent by certified U.S. mail, return receipt requested, or after one business day if sent by nationally recognized overnight carrier to the attention of the individual(s) and at the address(es) indicated below:

If to APPLICANT:

County of Amherst
Attn: Jeremy Bryant
153 Washington St
P.O. Box 390, Amherst, VA 24521

If to SCS:

AcelaNet, LLC
Attn: Clay Stewart
604 Thomas Nelson Hwy
Arrington, VA 22922

4. INDEMNIFICATION

SCS shall complete all Grant Activities described in the DHCD Contract Documents on or before 31 December 2022. SCS shall indemnify, defend, and hold Amherst County harmless for any failure(s) to complete any Grant Activities described in the DHCD Contract Documents on or before 31 December 2022. Upon completion of the project, SCS will provide Amherst County speed validation data to ensure that the project Outcomes have been met and equipment as constructed is capable of providing broadband speeds that meet VATI criteria. SCS may choose to submit either monthly invoices or a single invoice for payment upon completion of the work. No VATI funds shall be distributed unless and until (a) SCS has submitted all requested documents applicable to the construction project and (b) Amherst County has verified that pre-construction and/or construction work has been completed or equipment has been ordered and received. Upon any change to availability of funding, Amherst County must notify SCS immediately and, at its sole discretion, SCS may amend or terminate the project. Amherst County will use best efforts to request the full amount of grant funds prior to 31 December 2022.

Otherwise, each party shall indemnify, defend, and hold each other harmless as well as the Amherst County Broadband Authority, their officers, directors, board members, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses and causes of action (hereinafter "Claims") to the extent such Claims are caused by or result from the fault, negligence, gross negligence or recklessness of the party, its officers, directors, board members, employees, agents, contractors, licensees or invitees in the performance of services or obligations defined in this Agreement.

5. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by any party without the prior written consent of the other party.

6. COMPLIANCE WITH LAWS

In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.

7. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Virginia.

8. SEVERABILITY

In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a legal, valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

9. AMENDMENTS/MODIFICATIONS

Any modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

10. ENTIRE AGREEMENT

This Agreement constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter.

11. WAIVER OF BREACH

The failure of either party to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right to thereafter enforce each and every provision.

12. EXECUTION

This Agreement and any amendments hereto shall be executed in duplicate copies on behalf of APPLICANT and SCS. Each duplicate copy shall be deemed an original, but both duplicate originals constitute one and the same instrument.

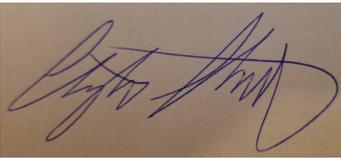
E. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

APPLICANT

SCS

By  _____

By  _____

Name Dean C. Rogers

Name Clayton Stewart

Title Auherst County Administrator

Title COO, AcelaNet, LLC

8/17/2020

Attachment-8 Funding Sources Table

VATI FUNDING SOURCES TABLE

Source	Amount	%	Status
REQUESTED VATI	\$451,080	80	Pending
Private	\$112,770	20	Pending
	\$		
	\$		
	\$		
	\$		
	\$		
TOTAL	\$ 563,850	100 %	

Attachment-9 Documentation of Match Funding

VATI MATCHING FUNDING SOURCES

There are no MATCHING Funding Sources, Funding is 20 percent cash from co-applicant.

COMPREHENSIVE AGREEMENT

This Comprehensive Agreement (“Comprehensive Agreement”) is formed between the Amherst County Broadband Authority, a political subdivision of the Commonwealth of Virginia (the “Authority” or “Owner”), and AcelaNet, LLC, doing business as SCS Broadband, a Virginia limited liability company (“SCS” or the “Contractor”; collectively, the “Parties”).

RECITALS

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia under the Virginia Wireless Service Authorities Act, Chapter 43.1 of Title 15.2 of the Code of Virginia, 1950, as amended, with the authority to participate in the provision of qualifying communications services, defined as high-speed data service and Internet access service, of general application, but excluding any cable television or other multi-channel video programming services; and

WHEREAS, on 9/5/17, the Authority lawfully adopted Guidelines under the Public-Private Education Facilities & Infrastructure Act of 2002 (the “Act”), Chapter 22.1 of Title 56 of the Code of Virginia, 1950, as amended, and is a “responsible public entity” as defined in the Act; and

WHEREAS, on 10/17/17, SCS submitted an unsolicited proposal under the Act (the “Conceptual Proposal”), which the Authority duly advertised and sought competing proposals for, which is incorporated herein by reference as **Exhibit A**; and

WHEREAS, the Authority received no competing proposals, and elected to continue to the detail phase of consideration with SCS, and to begin negotiating a Comprehensive Agreement for a Qualifying Project designed to provide technology, equipment, and infrastructure designed to deploy wireless broadband internet services to schools, businesses, and residential areas; and

WHEREAS, on 7/17/18, the Authority held a public hearing on whether to enter a Comprehensive Agreement, as provided by the Guidelines and the Act, and advertised this Agreement for 30 days for comments; and

WHEREAS, SCS is a wireless internet service provider (WISP) with years of experience providing the infrastructure, goods, and services set forth in this Agreement, and is a “private entity” under the Act, and is capable of providing the services contemplated herein.

WITNESSETH

NOW THEREFORE, in consideration of the premises hereof and the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Purpose.** The purpose of this Agreement is to provide ubiquitous high-speed internet to the unserved and underserved public in Amherst County at fair, reasonable, and uniform prices.
- 2. Term.** Five-year initial term, with three renewals of five years each, contingent on continued achievement of deployment, customer satisfaction, and service targets.
- 3. Payments.** SCS will charge fair, reasonable, and uniform rates to the public for its services. It will provide two main services as the Authority’s partner: (1) Installation, maintenance, upkeep, and timely replacement and updating of its equipment; and (2) being an ISP to the public. SCS will receive its payments through customer subscriptions. The Authority will make lease payments to the Region 2000 Radio Board for towers it owns, if required, as a “pass-through” and consult with SCS on the negotiation and payments due under the leases. The Parties understand that the Region 2000 Radio Board supports low-cost use of its towers for the purposes of this Agreement. SCS will

be expected to meet reasonable reinvestment levels for replacement and updated equipment on a regular basis.

4. Phase I—Tower Deployment.

4.1. General. The Parties anticipate that the services contemplated by this Agreement will occur over several phases. Phase I is composed of testing and deployment on five radio towers.

4.2. Phase I Towers. The following towers (each a "Tower") will be part of Phase I rollout, with deployment dates as set forth below:

Name	Lat/Long	Deployment Date
High Peak	37° 33' 47.33"/79° 11' 37.06"	2/4/18
Buffalo Ridge	37° 31' 15.37"/78° 59' 9.08"	4/4/19
Panther Mountain	37° 42' 10.0"/79° 11' 20.70"	6/4/19
Amherst Control	37° 35' 7.60"/79° 3' 0.20"	8/4/19
Rocky Mountain	37° 47' 43.9"/79° 10' 48.17"	10/4/19

On or before the "deployment date," the Equipment on each Tower shall be fully installed, fully permitted, and in actual use providing wireless internet service to customers. In the event that the Notice to Proceed is issued later than January 1, 2019, the Deployment Dates shall be extended in the same number of days as the Notice to Proceed is delayed.

4.3. Propagation Testing & Engineering. It is SCS's responsibility to select and license spectrum and to choose appropriate and effective equipment to achieve the goals of this Agreement in a timely manner and as otherwise agreed. In furtherance of these goals, SCS shall:

4.3.1. Prior Approval of Equipment. All construction, installations, and alterations, including maintenance, repair, removal or relocation, except routine and/or emergency repairs and maintenance of any of the Company's Improvements on the Leased Premises shall require submission of plans with detail required by the Authority and the prior written approval of the Authority and shall be in compliance with any Authority and Radio Board specifications and with the plans approved by the Authority. In the event emergency repairs or routine maintenance is needed, plans shall be submitted as soon as practical following the end of the emergency or maintenance; provided that any such repairs or maintenance which is consistent with the Construction Drawings shall not require any submittals. The Authority reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the plans and the actual changes or Improvements. In the event the changes or Improvements are not in accordance with the approved plans or do not meet the requirements of this Agreement, the Authority shall provide written notice to Company of such non-compliance. In the event Company has not corrected such non-compliance within thirty (30) days following written notice, the Authority may remove the Improvements or otherwise take the necessary action to restore the Leased Premises at the expense of the Company.

4.3.2. As-builts. Within thirty (30) days after substantial completion of construction, installation, or alteration of any of the Improvements, the Company shall provide the County with "as-built" plans for the Improvements.

4.3.3. Utility Service & Redundancy. All ground equipment used by SCS will be located inside the leased or owned compound. Ground equipment will be located outside of any buildings and mounted to the exterior of existing poles or buildings with the prior approval of the County. SCS will install a battery backup system that will provide redundancy to their equipment at each tower location. SCS will add a circuit breaker to the breaker box for the existing tower power which also has emergency backup.

4.4. Structural Testing. Before SCS's Equipment may be placed in operation: (i) SCS shall carry out strength and wind loading tests and other necessary engineering to ensure that the Tower structure is capable of handling the Equipment chosen, and shall provide the Authority with structural data and certification of wind loads by a licensed professional engineer; (ii) the Authority or its designee must approve in writing SCS's installation and Structural Test and verify that the Tower structure is sufficient for the Equipment selected. If SCS receives written notification stating that the Authority or its designee has disapproved the Structural Test, then SCS shall have the right to make any necessary adjustments to its Equipment, and may, upon agreement with the Authority and the owner of the Tower, strengthen the Tower to achieve the desired structural integrity.

The Broadband Authority may remove towers from the Phase I list found in Section 4.2 of this Agreement that do not meet structural testing requirements necessary to hold broadband equipment as provided by SCS. If SCS believes that a tower is not sufficient they shall provide a report to the Authority explaining the reasons why a tower does not meet the structural testing requirements and a cost estimate to upgrade the tower to hold the broadband equipment. The Authority, at its discretion, may remove a tower from the Phase I list once it is satisfied of the justification to do so, or may provide for structural improvements necessary to hold the broadband equipment. The completion date for the deployment on that tower shall be tolled until the completion of the strengthening work.

4.5. Interference Testing. SCS recognizes that the Authority will primarily be leasing it space that is also used by the Region 2000 Radio Board ("Radio Board") for public safety radio. It further recognizes that the Radio Board reserves the right to reject uses and Equipment that interferes with the primary purpose of the Towers as public safety facilities. Before SCS's Equipment may be placed in operation, (i) SCS shall test (the "Interference Test") the Equipment to ensure that the actual operation will not cause Interference as defined in this Agreement and shall provide the Authority with an intermodulation study and certification of lack of Interference by an independent third-party consultant ("Certification of Non-Interference") and (ii) the Authority or its designee must approve in writing SCS's installation and Interference Test of its Equipment and verify that there is no Interference from the Equipment. If SCS receives written notification stating that the Authority or its designee has disapproved the Interference Test, then SCS shall have the right to make any necessary adjustments to its Equipment and to resend the Certification of Non-Interference to the Authority. The Authority shall have 20 days after SCS's submission of the Certification of Non-Interference to notify SCS in writing whether the Interference Test and any subsequent test, if necessary, is approved or disapproved. If the Authority or its designee should determine that there is Interference that cannot be resolved within a reasonable period of time, this Agreement shall be terminated as to that Tower and neither party shall have any liability to the other.

5. Phase II—Operations.

5.1. Customer Service. The goal of the Parties is to provide service to all persons desiring it at fair, reasonable, and uniform pricing.

5.1.1. Non-Discrimination. SCS shall provide service on a non-discriminatory to any business or resident in the County that requests it without regard to race, sex, religion, alienage, disability status, age, or other reason prohibited by law. Service shall only be denied for a valid capacity-related reason. If a request for service is made by a residence or business and service is not available, SCS shall notify the Authority, indicate what would be needed to provide service to the customer, and work with the Authority to find a solution to expand coverage to the requested area.

5.1.2. Quarterly Reports. SCS shall provide the Authority a quarterly report describing the customer base in Amherst and demonstrating that broadband availability is being expanded into the Authority. Coverage areas, available services, new buildout activity, and customer success stories demonstrating the impact of the project are strongly encouraged. A list of customer complaints and their resolution status should be provided. Customer lists, however, should not be provided; aggregated data is sufficient.

5.1.3. Complaints. Customer service complaints should be resolved as soon as practicable, but in no event later than seven calendar days from a customer reporting them without reasonable cause. Excessive legitimate complaints from customers regarding SCS's service sent to the Authority will be considered a failure to meet performance criteria. The Authority shall take the following steps to work with SCS and resolve complaints before determining that complaints are excessive. After the Authority works with SCS by following the steps below, the Authority shall have sole discretion in deciding whether issues have been resolved to the satisfaction of the Authority:

- a) The Authority will forward all complaints it receives to SCS, and provide SCS's customer service contact information to any person from whom it receives a complaint.
- b) If the Authority determines that complaints are becoming excessive, in the sole determination of the Authority, both parties shall meet at the County Offices or another mutually agreed upon location.
- c) At the meeting SCS shall report on the root cause of the complaints and present a plan to resolve the issues responsible for the complaints.
- d) The Company shall then have 30 days to resolve the issues and report to the Authority on the resolution.

5.2. Maintenance. Maintenance of Towers is the responsibility of the Authority; maintenance of Equipment, including wiring and base stations, is the responsibility of SCS.

5.3. SCS's Right of Access. Subject to such reasonable security-related rules and regulations as the Authority shall from time-to-time promulgate notifying SCS in writing thirty (30) days in advance of the effective date, SCS and SCS's employees, representatives, contractors and subcontractors shall have the right of 24-hour, 7-day-a-week access to the premises for the purposes of installing, inspecting, maintaining, operating, repairing, or removing equipment and facilities used by SCS in connection with its operations. SCS shall give reasonable advance notice to the Authority when SCS needs access to a site, if practicable, and SCS shall provide a timeframe for access, as soon as practical and in the interest of security, but

within 24 hours of the request, except in case of emergency. In the event of an emergency SCS shall give prior notice to the Authority if possible, or within a reasonable time thereafter. Only those employees, representatives, contractors, and subcontractors of SCS of which the Authority has been informed in writing will be allowed access to the sites. The Authority has the option of assigning a representative to be present at all times when SCS is present at a site. The Authority may establish additional or more or less stringent access requirements by written notification to SCS. However, in no event shall SCS be unreasonably denied access to the Site.

5.4. *Duty to Replace Equipment in the Event of Damage or Destruction.* In the event of the damage or destruction of any piece of Equipment, SCS shall repair or replace such equipment within seven days following such damage or destruction. In the event such damage or destruction results in a claim on insurance made under Section 8.2.2.d of this Agreement, SCS shall use all funds recovered on such claim for the purpose of replacement or improvement of such equipment.

5.5. *Replacement.* Choice of wireless communications equipment and its replacement schedule is the responsibility of SCS. SCS has the responsibility, consistent with the other obligations of this Agreement, to replace equipment that is superannuated, technologically obsolescent, or has become unreliable due to passage of time or wear and tear. However, SCS shall replace each piece of equipment or infrastructure to ensure that it is providing up-to-date wireless communication assets that is consistent with current market demands.

6. Phase III—Future Considerations.

6.1. *Other Vertical Assets.* The Authority or affiliated entities have access to other vertical assets, such as water towers, public safety towers, and other tall structures. Within two years following execution of this Agreement, the Parties shall develop a plan to begin Phase III rollout of facilities on such assets.

6.2. *Economic Development Partnerships.* Within one year after the final deployment date, SCS should develop a price schedule for private homeowners, apartment owners, businesses, and property owner associations to have equipment placed on their property. Some people, including potentially the Economic Development Authority of Amherst County, Virginia (EDA), are not content to wait for service, and may be willing to make contributions to assist in accelerating deployment of services. A schedule of values for such services and extensions would assist the Authority in working with private persons and economic development prospects on accelerated deployment.

6.3. *Small Cells & 5G Wireless.* Small cell and 5G wireless technologies may be appropriate in some areas of Amherst County, where there is sufficient density to make such technology economical. The Authority is a Wireless Service Authority under Virginia law, and has access to public rights of way. On the same schedule as study of other vertical assets under Section 7.1, the Authority shall study possibilities of deployment of small cell technology in Madison Heights, the Town of Amherst, and other areas of subdivisions, either itself, in partnership with SCS, or in partnership with the Town. In the event such technology is advisable, in the Authority's discretion, the Parties may add such deployment to this Agreement by amendment hereto, and such amendment and extension of this Agreement is expressly contemplated.

7. Public Procurement Act. SCS agrees to comply with the following mandatory Public Procurement Act provisions:

7.1. *Required Terms & Conditions.* The provisions of this section apply at any site where performance of work in connection with this specific Agreement is done.

7.1.1. *Non-Discrimination.* SCS agrees that it will (Va. Code § 2.2-4311):

- a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by local, state, or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of SCS's business;
- b) Post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
- c) State that it is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of SCS to perform services under this Agreement. All notices, advertisements, and solicitation placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
- d) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by SCS in order to fulfill its obligations under this Agreement, so that the provisions will be binding on each subcontractor or subvendor.

7.1.2. *Drug-Free Workplace.* SCS agrees that it will (Va. Code § 2.2-4312):

- a) Provide a drug-free workplace for its employees;
- b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
- c) State in all of its solicitations or advertisements for employees to perform services under this Agreement that SCS maintains a drug-free workplace;
- d) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.

7.1.3. *Illegal Alien Workers.* SCS agrees not to employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986.

7.2. *Insurance Requirements.*

7.2.1. *Liability Coverage.* SCS must take out and maintain during the term of this Agreement such bodily injury, personal liability, and property damage liability insurance necessary protect it and the Authority from claims for damages arising from personal injury, including death, as well as from claims for property damage,

which might arise from SCS's performance of its obligations under this Agreement. Such insurance must be issued by a company admitted to do business in the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after execution of this Agreement, and in no event later than the first day on which SCS begins its performance, SCS must provide the Authority with a certificate of insurance showing such insurance to be in force and providing that the insurer must give the Authority at least 30 days' notice prior to cancellation or other termination of or reduction in such insurance.

7.2.2. Insurance. SCS shall maintain the following insurance to protect it from claims that could arise from performance of this Agreement, including claims (i) under the Workers' Compensation Act; (ii) for personal injury, including death; and (iii) for damage to property, regardless of whether such claims arise out of SCS's actions or inactions, or those of SCS's subcontractor or other persons directly or indirectly employed by either of them:

- a) Worker's Compensation:
 - Coverage A: Statutory
 - Coverage B: \$100,000
- b) General Liability:
 - Per Occurrence: \$1,000,000
 - Personal/Advertising Injury: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations \$2,000,000 Aggregate
 - Fire Damage Legal Liability \$ 100,000
- c) Automobile Liability:
 - Combined Single Limit: \$1,000,000
- d) Professional Liability:
 - Per Occurrence: \$1,000,000
 - General Aggregate: \$1,000,000
- e) Insurance on Equipment. SCS shall maintain insurance on its Equipment in an amount at least equal to its present depreciated value, which amount, however, shall not be less than 100% of the replacement cost of the Equipment.

7.3. Registration to Transact Business (Va. Code § 2.2-4311.2). SCS warrants and certifies that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, or as otherwise required by law. SCS will not allow its corporate existence to lapse or its certificate of authority or registration to do business in the Commonwealth to be revoked or cancelled at any time during the

term of this Agreement. The Authority may void this Agreement if SCS fails to remain in compliance with the provisions of this section.

7.4. Non-Collusion.

7.4.1. Governmental Frauds Act. Neither SCS's proposal nor this agreement is the result of, or affected by, any unlawful act of collusion with another person or company engaged same line of business or commerce, or any act of fraud punishable under the Virginia Governmental Frauds Act, §§ 18.2-498.1 *et seq.* of the Code of Virginia, 1950, as amended. Furthermore, SCS understands that fraud and unlawful collusion are crimes and can result in fines, prison sentences, and civil damage awards.

7.4.2. COIA. All aspects of SCS's proposal and agreement are in compliance with the applicable provisions of the State and Local Government Conflict of Interests Act, §§ 2.2-3100 *et seq.* of the Code of Virginia, 1950, as amended. Specifically, without limitation, no employee of the Authority or member of employee's immediate family shall have any proscribed personal interest in this Agreement.

7.4.3. Ethics in Contracting. SCS's proposal and this Agreement are in accordance with the applicable provisions of the Virginia Public Procurement Act, Art. 6, Ethics in Public Contracting, §§ 2.2-4367 *et seq.* of the Code of Virginia, 1950, as amended, and any other applicable law set forth therein.

8. Remedies.

8.1. Liquidated Damages for Delay. Execution of this Agreement shall constitute Notice to Proceed on Phase I. The Parties agree that if the Equipment on each Tower is not fully installed as of the deployment date, following the Authority's giving 14 days' demand for performance, the Authority's damages shall be deemed liquidated in the amount of \$200 per day. The Parties agree that the damages are not susceptible of definite measure, and that this is a good faith pre-estimate of probable damages and not a penalty. This sum shall be due and payable and shall extend until SCS either cures the default or the Authority declares SCS in breach and terminates this Agreement.

8.1.1. Excusable Delay. If and to the extent SCS is delayed at any time in the progress of the project by strikes, fires, unusual delays in transportation or unavoidable casualties, delays in governmental approvals, third party supporting infrastructure or other causes outside the control of SCS, then SCS shall give the Authority written notice within 14 days after the inception of the delay. SCS shall also give the Authority written notice of the termination of the delay within 14 days after such termination. For delays by the Authority the Authority shall extend the delivery date for the length of time that the delivery date was actually delayed thereby, and the SCS shall not be charged with liquidated damages for delay during the period of such extension.

8.2. Right of Authority to Terminate Agreement upon Bankruptcy or Insolvency of SCS. In the event SCS becomes bankrupt, either voluntarily or involuntarily, or if a receiver is appointed for it, or if it executes any bill of sale, deed of trust, or general assignment for the benefit of creditors in lieu of foreclosure, or become critically insolvent, in the sole judgment of the Authority, the Authority may terminate this Agreement, giving SCS reasonable time to remove its Equipment from the Towers.

8.3. *Right of Authority to Make Payments.* In the event SCS intends to default on any payment to any creditor who has or may have a lien on the Equipment, it shall give notice to the Authority at the same time as it gives notice to the creditor. The Authority has the right to advance such sums as may be necessary to make payments on behalf of SCS under any lien, credit, subordination, or other agreement relating to the Equipment, including any taxes, insurance proceeds, replacements, or repairs to the Equipment, or to ensure the performance of any of the covenants included in such credit agreement or lien, which sums shall become a lien on the Equipment in favor of the Authority. All such advances may be evidenced by the Authority by a memorandum of lien, and shall bear interest from the date of payment thereof at the lawful judgment interest rate in the Commonwealth of Virginia.

8.4. *Termination for Cause.*

8.4.1. If SCS should refuse or should repeatedly fail, except in cases for which the Authority is notified and gives permission, to supply enough properly skilled workmen or proper materials and equipment to perform its obligations under this Agreement, or if he should fail to perform its obligations in a diligent, efficient, workmanlike, skillful, and careful manner, or if it should fail or refuse to perform its obligations, or if he should fail to make prompt payment to creditor or lienor, or if he should disregard laws or ordinances, or otherwise be in substantial violation of any provision of this Agreement, then SCS shall be in default of the Agreement.

8.4.2. The Authority will give SCS prompt written notice of any default and allow 10 days during which SCS may rectify the basis for the notice of default. If the default is rectified to the reasonable satisfaction of the Authority within said ten (10) days, the Authority shall rescind its notice of default. If not, the Authority may terminate this Agreement for cause by providing written notice of termination to SCS. In the alternative, the Authority may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from SCS that the default will be remedied in a time and manner which the Authority finds acceptable. If at any time after such postponement, the Authority determines that SCS has not or is not likely to rectify the default in an acceptable manner within the time allowed, then the Authority may immediately terminate this Agreement for cause, without the necessity of providing a further notice of default, by notifying SCS in writing of the termination. If the Authority postpones the effective date of the termination, and SCS subsequently rectifies the default to the reasonable satisfaction of the Authority, the Authority shall rescind its notice of default.

8.4.3. Termination of this Agreement under this Section is in addition to and without prejudice to any other right or remedy of the Authority. Any actions by the Authority permitted herein shall not be deemed a waiver of any other right or remedy of the Authority under this Agreement or under the law. The provisions of this Section shall survive termination of this Agreement.

8.5. *"Cooling Off" Period.* In no event shall either Party file suit against the other without first giving notice of all grievances, and waiting 90 days prior to filing. In the event such waiting period would cause the aggrieved Party to miss a statute of limitations or other time bar, it shall be ineffective; nor shall this section be construed to be a pledge not to plead the statute of limitations.

9. Miscellaneous.

9.1. Integration. This Agreement, including the exhibits hereto, constitutes the full and complete agreement of the Parties respecting its subject matter, and any prior or contemporaneous agreements or understandings, written or oral, are hereby merged into and superseded by the provisions of this Agreement. This Agreement may only be amended or supplemented by a subsequent writing of equal dignity except where expressly set forth herein. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

9.2. Notices. Notices may be given to:

If to Authority:

Amherst County Broadband Authority
Attn: Purchasing Office
153 Washington Street
P.O. Box 390
Amherst, Virginia 24521
drproffitt@countyofamherst.com

If to SCS:

SCS Broadband
Attn: Clay Stewart
604 Thomas Nelson Highway
Arrington, Virginia 22922
cstewart@stewartcomputerservices.com

Either Party may amend addresses it has set forth in this paragraph by sending notice to the other Party as set forth in this paragraph, notwithstanding the provisions of section 10.1.

9.3. No Covenants of Officials. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee, council member, supervisor or agent of the Authority in his or her individual capacity, and neither Authority officials nor any officer, employee, council member, supervisor or agent thereof executing this Agreement or any related instrument shall be liable personally on this Agreement or such instrument or be subject to any personal liability or accountability by reason of the execution and delivery thereof. No director, officer, employee, council member, supervisor or agent of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Agreement or any of the transactions contemplated hereby, provided he or she acts in good faith.

9.4. Intellectual Property. All intellectual property created in the performance of the Obligations is the property of the Authority. Any reports, studies, photographs, negatives, or other documents prepared by Company in the performance of its Obligations shall be remitted to the Authority by the Company, without demand therefor, upon the earliest of (i) completion of its Obligations; (ii) completion of the Contract Period; or (iii) termination, cancellation or expiration of the Contract Documents. The Company shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Authority.

9.5. Rule of construction as to dates. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a

legal holiday in the Commonwealth of Virginia, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references in this Agreement to a "day" or "days" shall refer to calendar days and not business days.

9.6. *Choice of law.* This Agreement shall be construed according to the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. The Parties consent to exclusive venue and jurisdiction in the Circuit Court for Amherst County, Virginia, and shall not file any suit in any other court.

9.7. *Drafter & Severability.* This Agreement has been jointly drafted by the Parties, and is to be construed as jointly drafted and not be construed against either of the Parties as the drafter. This Agreement is severable, and if any provision is found to be invalid by any court of competent jurisdiction, the remainder shall survive. The section and paragraph headings in this Agreement are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions of this Agreement.

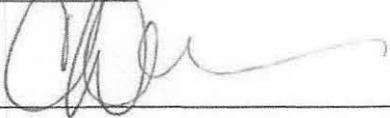
9.8. *Covenant of authority.* All Parties warrant that the signatories below have full authority, and have undertaken such legal actions as may be necessary to ensure such authority, to bind the entities of which they are representatives to the full extent permitted by law. This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.

9.9. *Time of the essence.* Time is of the essence of all obligations set forth herein for which a time is stated.

9.10. *Waiver.* The failure of either Party to this Agreement to insist upon strict compliance with any term herein shall not be construed to be a waiver of that requirement.

IN WITNESS WHEREOF, the Parties affix their signatures below:

AMHERST COUNTY BROADBAND
AUTHORITY



By: Claudia D. Tucker

Its: Chair

ACELANET, LLC, d/b/a SCS BROADBAND



By: Lon Whelchel

Its: ~~Manager~~ CEO

Attachment-11 Derivation of Costs

CDBG Derivation of Cost

Product	Total	VATI	Non-VATI	Source of Estimate	Date
120' Free Standing Tower	\$ 197,000	\$ 157,600	\$ 39,400	JTS	8/17/2020
185' Free Standing Tower	\$ 219,000	\$ 175,200	\$ 43,800	JTS	8/17/2020
Tower Esthetics Planting and Materials	\$ 2,000	\$ 1,600	\$ 400	SCS	8/17/2020
Tower Equipment Cabinets	\$ 7,000	\$ 5,600	\$ 1,400	Tower Direct	8/17/2020
Tower Generators and Tanks	\$ 24,000	\$ 19,200	\$ 4,800	Applied Energy Concepts	8/17/2020
Tower Fencings	\$ 2,500	\$ 2,000	\$ 500	SCS	8/17/2020
Tower Mounting, Cablng and Radio Materials	\$ 36,000	\$ 28,800	\$ 7,200	SCS	8/17/2020
Tower Foundation Materials	Included Line 1&2	\$ -	\$ -	JTS	8/17/2020
Tower Loading Labor	\$ 12,000	\$ 9,600	\$ 2,400	SCS	8/17/2020
Network and Tower Radio Design Labor	\$ 3,000	\$ 2,400	\$ 600	SCS	8/17/2020
Administrative Labor (material ordering and handling, permitting, planning and zoning meetings)	\$ 4,000	\$ 3,200	\$ 800	SCS	8/17/2020
Subcontractor Tower Windload Engineering Labor	\$ 5,000	\$ 4,000	\$ 1,000	SCS	8/17/2020

CDBG Derivation of Cost

Subcontractor FCC/GreenBank Engineering	\$ 7,500	\$ 6,000	\$ 1,500	SCS	8/17/2020
Construction Tower Stacking Labor	Included Line 1&2	\$ -	\$ -	JTS	8/17/2020
Site Preparation Contractor Labor	Included Line 1&2	\$ -	\$ -	JTS	8/17/2020
Construction Tower Foundation Labor	Included Line 1&2	\$ -	\$ -	JTS	8/17/2020
Tower Site Licensed Backhaul Materials	\$ 18,000	\$ 14,400	\$ 3,600	COMSEARCH	8/17/2020
Contingencies 5%	\$ 26,850	\$ 21,480	\$ 5,370	COMSEARCH	8/17/2020

TOTALS: \$ 563,850 \$ 451,080 \$ 112,770

Summary

Construction	\$ 451,500	\$ 361,200	\$ 90,300
Engineering Costs	\$ 25,500	\$ 20,400	\$ 5,100
Construction Soft Costs	\$ 8,000	\$ 6,400	\$ 1,600
Radio and Network Costs	\$ 36,000	\$ 28,800	\$ 7,200
Tower Equipment Loading	\$ 12,000	\$ 9,600	\$ 2,400
Administrative	\$ 4,000	\$ 3,200	\$ 800
Contingencies	\$ 26,850	\$ 21,480	\$ 5,370
	\$ 563,850	\$ 451,080	\$ 112,770

Attachment-12 Documentation of Supporting Cost Estimates

Product					
Equipment	Description	Cost **	Qty	Total	VENDOR Quoted
KP-3DP65S-45	Dual Band Sector 3.65Ghz 65 deg	500	4	2,000	KP Performance
NOVAR-9302	3Ghz LTE BaiCel Base Station	3800	4	15,200	Double Radius
PS-5AC	AIRMAX 5 GHZ AC PRISMSTATION	300	4	1,200	Double Radius
PRISMAP-5-60	AC ISOLATION ANTENNA HORN	80	4	320	Double Radius
AF11Ghz	Air Fiber Licensed 11Ghz PtP Radio	2800	3	8,400	Double Radius
POE inserter/Switch	UBNT EdgePoint 16 Port	530	1	530	Double Radius
Cabling/Ends	Cat5 Double Shield Jumper Cables	200	1	200	Double Radius
CWT01 SitePro1	Dual Mounting Steel Arms	456	4	1,824	Double Radius
P2110 SitePro1	2 3/8"x10' Mount Poles	61	4	244	Double Radius
Fiber/Power Cable	Fiber/Power/Conduit Package *	1620	1	1,620	Double Radius
UVP Lightning Protector	Lightning Protect * See Below	120	10	1,200	Double Radius
Traco 48VDC PS	Traco Power Supply	248	2	496	Mouser
Traco Battery	Traco Battery Switch/Charger	215	2	430	Mouser
Tower Battery Backup	12VDC Battery 37AH	280	4	1,120	Mouser
Voltage Stepup Trans	48 to 54 VDC Stepup Transformer	80	2	160	Mouser
Cutoff Switch	AC Master Cutoff Switch	198	1	198	Mouser
Break Box	100Amp Breaker Box w/Breakers	308	1	308	Mouser
Surge Protector	AC Surge Protection	170	1	170	Mouser
444APC-HV	APC Modular CAT5 Surges	17	12	204	Mouser
APC Surge	APC Surge Chassis for 444APC-HV	24	1	24	Mouser
Surge Case	Equipment Outdoor NEMA Box	439	1	439	SitePro1
MER8-P SitePro1	H-Frame Rack Mount Hardware	565	1	565	SitePro1
ER-PRO-8	Edge Router	399	1	399	Double Radius
Shipping and Handling	Shipping and Handling Estimate All items	2,500	1	2,500	
	Total Part Estimate			\$39,751	

Tower Steel estimates from JTS Towers.

Form 477 Filing Summary

Attachment-13 Two most recent Form477 submitted to the FCC

FRN: 0016948093 | Data as of: Dec 31, 2019 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Mar 7, 2020 15:24:47

Filer Identification

Section	Question	Response
Filer Information	Company Name	Acelanet LLC
	Holding Company Name	Acelanet LLC
	SAC ID	
	499 ID	
Data Contact Information	Data Contact Name	Clay Stewart
	Data Contact Phone Number	(434) 942-6510
	Data Contact E-mail	cstewart@scswisp.com
Emergency Operations Contact Information	Emergency Operations Name	Clay Stewart
	Emergency Operations Phone Number	(434) 946-6510
	Emergency Operations E-mail	cstewart@scsbroadband.com
Certifying Official Contact Information	Certifying Official Name	Clay Stewart
	Certifying Official Phone Number	(434) 946-6510
	Certifying Official E-mail	cstewart@scsbroadband.com

Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	AllCensusBlocksCSV.csv	Mar 7, 2020 15:23:04	7724
Fixed Broadband Subscription	20200301-Final Subscription FCC List.txt	Mar 7, 2020 15:07:50	42

Form 477 Filing Summary

FRN: 0016948093 | Data as of: Jun 30, 2019 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Sep 4, 2019 11:00:10

Filer Identification

Section	Question	Response
Filer Information	Company Name	SCS Broadband
	Holding Company Name	Acelanet LLC
	SAC ID	
	499 ID	
Data Contact Information	Data Contact Name	Clay Stewart
	Data Contact Phone Number	(434) 942-6510
	Data Contact E-mail	cstewart@scsbroadband.com
Emergency Operations Contact Information	Emergency Operations Name	Clay Stewart
	Emergency Operations Phone Number	(434) 942-6510
	Emergency Operations E-mail	cstewart@scsbroadband.com
Certifying Official Contact Information	Certifying Official Name	Clayton Stewart
	Certifying Official Phone Number	(434) 942-6510
	Certifying Official E-mail	cstewart@scsbroadband.com

Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	AllCensusBlocksCSV4.csv	Sep 3, 2019 22:46:53	7724
Fixed Broadband Subscription	Interactive data entry		113

