

# Application to DHCD Submitted through CAMS

Augusta County

Augusta County VATI 2021 - RBNS Tower Projects

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Application ID: 75707292020144819  
Application Status: Pending  
Program Name: Virginia Telecommunications Initiative 2021  
Organization Name: Augusta County  
Organization Address: 18 Government Center Lane  
Verona, VA 24482  
Profile Manager Name: Jennifer Whetzel  
Profile Manager Phone: (540) 245-5610  
Profile Manager Email: jwhetzel@co.augusta.va.us

Project Name: Augusta County VATI 2021 - RBNS Tower Projects  
Project Contact Name: Jennifer Whetzel  
Project Contact Phone: (540) 245-5610  
Project Contact Email: jwhetzel@co.augusta.va.us  
Project Location: 18 Government Center Lane  
Verona, VA 24482-0590  
Project Service Area: Augusta County

Total Requested Amount: \$529,420.00  
Required Annual Audit Status: Accepted

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
Telecommunications	\$529,420.00	\$240,000.00	\$769,420.00
Construction	\$529,420.00	\$240,000.00	\$769,420.00
Total:	\$529,420.00	\$240,000.00	\$769,420.00

## Budget Narrative:

Augusta County is partnering with Rural Broadband Network Services on an application with two tower projects within Augusta County. The Project Budget tab includes the total for the two projects. The two projects noted in the application are detailed as follows: Area 1 Fort Defiance (Burkes Mill Road) tower - Construction \$384,710; DHCD Request \$264,710; Other Funding \$120,000; Total \$384,710 Area 2 Morris Mill (Cow Pasture Lane) tower - Construction \$384,710; DHCD Request \$264,710; Other Funding \$120,000; Total \$384,710

## 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:

Augusta County is located in the Shenandoah Valley, surrounded by the Blue Ridge and Alleghany mountain ranges and the Middle, South, North, and Calf Pasture Rivers. As the second-largest county in Virginia at 967 square miles, the County is home to nearly 75,000 people. It boasts a diverse business and manufacturing base, a rich agricultural history, and a strong educational system benefiting from 12 area colleges and universities (two in the county area). The County footprint includes the Cities of Staunton and Waynesboro and contains small pockets that are dense in population. However, 62% percent of the land in the County is zoned as agricultural and 35% is classified as public lands (national forest and wetlands).

The rural nature of the County lends to challenges in providing high-speed internet services to the citizens of these areas, including topography and lack of return on investment for providers to build out due to distance between homes and businesses.

Rural Broadband Network Services (RBNS), dba High Speed Link, submitted a proposal when Augusta County solicited providers through a Request for Information (RFI). The RFI identified four areas within the County that need broadband. For this application RBNS will be employing a combination of technologies to overcome obstacles in delivering High Speed and High Quality Broadband to the citizens of Augusta County that live within two of the identified areas. 5G (5<sup>th</sup> Generation) wireless will be used, incorporating unlicensed 5Ghz, Licensed Lite 3Ghz CBRS Spectrum and finally Television White Space. All three of these spectrums will be used with the latest

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5G hardware on the market and each will have a place in its use based on the environment it is best suited for.

For purposes of this application, four maps are included as Attachment 1: one for each tower location at a five mile radius for propagation purposes; and one for each tower location at a two mile radius which shows coverage in the immediate area of the tower site.

Area 1 Fort Defiance (Burkes Mill Road): Tower located on Burkes Mill Road, north of the Fort Defiance Area. Encompasses the northern portion of the area identified in the County RFI, from the County line to the north, bordering the Weyers Cave village to the east and the Mt. Sidney village to the south, and extending to Salem Church Road to the west.

Area 2 Morris Mill (Cow Pasture Lane): Tower located on Cow Pasture Lane, west of Staunton. Encompasses the eastern portion of the Morris Mill area identified in the County RFI, from Morris Mill Road to the north, bordering the City of Staunton to the east, Hebron Road to the south, and ending just east of Trinity Point Road to the west.

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:

In the RFI, the County identified providers and speed within each project area through the use of Federal Communications Commission (FCC) data. As providers know the detail of where service begins and ends, they were encouraged to select a project based on their network. For the RBNS tower projects and discounting satellite, Comcast is listed as providing speeds above 25/3 on the FCC data. Staff identified that Comcast provides service to the Weyers Cave area, east of interstate 81. The 5 mile radius propagation map for Area 1 in Attachment 1 would encompass this area, but the 2 mile map includes only a small portion of Comcast customers. Conclusions were derived utilizing the Comcast (Xfinity) website address search tool. In Area 2's two mile radius map, Comcast serves households along Parkersburg Turnpike from the City of Staunton line west to the area near Elliott Street and south to Cedar Green Road.

The 5 mile radius propagation map for Area 1 also shows service reaching into Rockingham County to the north, but the 2 mile map reaches only to the County line. Staff identified that Shentel provides service to the Mt. Crawford area north of the County line. Conclusions were derived utilizing the Shentel website zip code search tool. The County has received complaints from citizens on Rt. 11 near the Rockingham/Augusta County line that Shentel doesn't serve their area although they know they are in the area.

Please note that only passings within a 2 mile radius are included in application, therefore the distinctions noted above.

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:

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Federal projects near the Fort Defiance project area notes two past FCC funded projects: New Hope Telephone 2016 FCC Funding to the east and MGW Networks 2016 FCC Funding to the west. There is no overlap in the federally funded projects. See map in Attachment 2.

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

Areas of need for the RFI were selected through a compilation of 2019 Internet Survey respondents noting no internet at location, dissatisfaction of current service, and type of internet service utilized. Citizen inquiries were compiled and assisted in designating the four project areas. In the RFI, the County identified providers and speed within each project area through the use of Federal Communications Commission (FCC) data. Comcast is listed as providing speeds above 25/3 on the FCC data.

**Area 1 Fort Defiance (Burkes Mill Rd):** Staff identified that Comcast provides service to some streets within the 2 mile radius of the Area 1 tower site including Wayside Drive and Ridgetop Drive dwellings. Area 1 passings total 499, so the total of 40 dwellings served by Comcast is less than 10% overlap. Conclusions were derived utilizing the Comcast (Xfinity) website address search tool.

**Area 2 Morris Mill Area (Cow Pasture Lane):** Staff identified that Comcast provides service to some streets within the 2 mile radius of the Area 2 tower site ranging from Cedar Green Road to the south and Parkersburg Turnpike to the north, from Elliot Street to the west and City of Staunton to the east. It appears that as many as 129 dwellings could receive service in this area via Comcast. Conclusions were derived utilizing the Comcast (Xfinity) website address search tool.

To make the most effective use of funds and assets by utilizing Wireless Technology, coverage areas that start in Point A for coverage to Point C, will in some cases have to fly over Point B where B is a served area. An alternative carrier through overlap could be an ancillary benefit provided by the grant, for example, as a backup connection for a business (redundancy) or where the overlapped carrier is not meeting the needs of the customer due to topography. It is also understandable to the VATI that areas that are marked as served by the FCC 477 data are not always the case due to irregularities in coverage of a Census Block, and that is accepted as a flaw in the process, thus overlap should not be an issue.

RBNS provided a map in attachment 3 of contacts that requested services in the project areas.

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

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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:

The following is a breakdown of residential units per tower site within a two mile radius:

Tower	Residential Units
Area 1: Fort Defiance	499
157 BURKES MILL RD	
Area 2: Morris Mill Area	735
131 COW PASTURE LN	
Total Number:	1234

The tower configuration should support additional subscribers per tower who are a mix of line of sight, near-line of sight as well as non-line of sight within a 5 mile radius.

A Passings Form has been completed for each tower site area. Staff utilized business license listings to determine non-home based and home based businesses, Virginia Mass Appraisal Network (VAMANET) real estate tax assessment information to determine farms in the area and Google maps for churches and community anchors.

Non-residential passings total 13% in Area 1 and 9% in Area 2. Home based business and farms make up the majority of these passings. Per comments in the 2019 Internet Survey, the ability to work from home is important to citizens, which has been compounded by the current pandemic.

“We have no access to high-speed internet. The data provided above for our download and upload speeds is using the limited mobile hotspot on our cell phones. We have 2 children in school using devices and I currently take online classes for Augusta Co Public School's apprenticeship program. My husband is a business owner and must drive into town to his main office if he needs to perform work duties. On our road there are at numerous business owners, managers of companies, and children in school that are really missing out on internet access. Few are able to utilize satellite internet but the majority of us cannot.....” -- County Resident

FCC data for the Areas notes that satellite, Rural Broadband Network Services (RBNS) and Comcast provide services to the Areas that is above 10/1. As this application is with RBNS, a determination was not made to distinguish those below 10/1.

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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 tower locations will be built on private property. RBNS has established relationships with two property owners who have given a verbal agreement to allow the construction of a tower. The following are the addresses of the owners who RBNS is working with for this project:

- 157 Burkes mill Rd Weyers Cave, VA
- 131 Cow Pasture Lane, Staunton VA

The tower locations would be leased by RBNS and the towers would be owned by RBNS. Each tower is a 198 foot mono pole that can support the Broadband Wireless hardware, 911 communications equipment, and two cellular phone carriers. This type of tower is the most effective and efficient for this application, as it can support a heavy load, but not take up much ground space. Mountain Valley Tower Service provided a quote for these towers and will be the primary contractor on this project. Attachment 14 shows the tower structure to be utilized and a sample lease.

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:

RBNS will offer our "UltraClass" speed packages on this network. Each radio connection will support two times the actual package sold. Each connection on the 5Ghz and 3Ghz 5G systems will test at 200 mbps at a minimum, but packages will only be sold as high as 100 mbps down with 25 mbps up for residential and 50 mbps up for businesses. The TVWS band will have a max of 25 mbps down and 3 mbps up. The technology will be used for customers who are in wooded areas or with no line of sight to the tower. For businesses within relatively close proximity to the tower and with a clear line of sight we can offer "Enterprise" level service that is dedicated by leveraging millimeter wave tech. In these cases we can offer 100 mbps-4gbs services in the future.

Speed packages:

ULTRA BUSINESS

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10 mbps /5mbps.....	\$30
25mbps/10mbps.....	\$50
50 mbps /25mbps.....	\$85
75mbps/25mbps.....	\$130
100 mbps/50mbps.....	\$180

Includes WIFI

Install fee \$150

## ULTRA Residential

10 mbps /2mbps.....	\$25
25 mbps /3mbps.....	\$40
50mbps/10mbps.....	\$75
75mbps/20mbps.....	\$120
100mbps/25mbps.....	\$160

Includes WIFI

Install fees \$150

## Enterprise

\$5/mbps synchronous

Install fee \$500

Bandwidth is handled using classification. Given that the medium is finite, all access will be shared, however, customer bandwidth is managed based on peak usage to the location. Enterprise customers will be given a Higher Classification on the network that gives them priority for applications that require it, such as mail servers or other VPN servers a company may use, while standard business and residential customers are given a lower classification on the network.

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

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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:

RBNS is proposing a Microwave Backhaul network that is fully redundant to provide the highest reliability and quality. The network is designed to fail over if a drop happens. Eventually, fiber will be built to all of the towers by allowing for a more cost effective transition to all fiber networks in the future. A technology called OSPF (Open Shortest Path First) will be used on this network to support automatic failover. MPLS (Multi-Protocol Label Switching) will be used to manage the network otherwise. Each backhaul radio will be a licensed microwave radio that can support 1.4+gbs.

Each tower will deploy three spectrum and technologies. Each technology is considered 5<sup>th</sup> Generation or 5G within its band.

Ubiquity LTU 5G - This technology will be utilizing the 5Ghz band. This band was recently increased in capacity by the FCC to add an additional 45 Mhz of spectrum in the upper 5.9Ghz. This band has been and still is the workhorse of Point to Multi point wireless broadband technology. The latest product from UBNT is their LTU platform. UBNT LTU was built from the ground up. Not based on legacy 802.11 standards, it is truly a revolution in wireless technology, allowing for significantly higher speeds and larger channel sizes. Additionally, LTU can handle twice as many clients than other products in its class and without quality of service degradation as you increase clients' usage. This product will be leveraged for Clear line of sight installations, where the customer can clearly see without obstruction the tower. This system can support speeds as high as 1Gbs but will be used to provide services from 10/3-100/50mbps to business and residential customers.

CBRS 3Ghz 5G - This band is relatively new to the wireless industry but is perfect for near line of sight applications that are common in this area. The characteristics of this frequency are similar to that of 2.4 Ghz wifi, allowing for near to non-line of sight use but without interference from wifi devices. Additionally, this band is being used for 5G applications specifically and stated by the FCC planned use for this innovation band. This 5G platform can support speeds as high as 500 mbps but will be used to provide businesses and residential customer speeds from 10/3-100/50 mbps.

TVWS 5G - This band was taken back after the repack of the TV spectrum and is perfect for non-line of sight applications that can sometimes hinder the deployment of wireless solutions in parts of this area. Trees and rolling hills are not an issue for this band as it easily penetrates foliage as well as bouncing around hills. This technology can support speeds up to 70 mbps but will be used for services from 10/3-25/10 mbps.

## 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

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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:

At this time RBNS has network facilities in Augusta County to provide connectivity to this new network. Likewise, RBNS has relationships with the property owners and are ready to make formal lease agreements with them as soon an award is made. Mountain Valley Towers has provided construction estimates, however, final engineering and permits are needed. RBNS will need to comply with Augusta County's Zoning Ordinance, Article VI.B – Wireless Telecommunications Facilities and it is expected the approval process will take several months. RBNS plans to schedule the ground construction first, including sitework, concrete pads, conduit and electrical work. Once the tower is installed, network and other equipment can be installed right away. Once a tower is up, Access Point (AP) and Backhauls will be installed and go through a 30 day burn in test. As towers pass 30 day burn in, customers will be put on the network. Further detail is provided in the Project Management Plan in Attachment 6.

Drafts of the Memorandum of Understanding between the Company and County and Contribution Agreement between the County and Economic Development Authority are included in Attachment 7. The documents detail the expectations of each party. The documents will be executed upon award of the 2021 VATI Grant.

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:

The County and RBNS are proposing to provide a combined local match of 30% for the two tower project areas. The entirety of this 30% match shall be in cash and documentation of this financial commitment from both the County and RNBS is included in the required attachments. The Funding Sources Table includes a table for each of the two tower project areas:

- Area 1 Fort Defiance (Burke Mill Road) VATI \$264,710 Local\$120,000
- Area 2 Morris Mill (Cow Pasture Lane) VATI \$264,710 Local\$120,000
- Total for Application VATI \$529,420 Local\$240,000

To simplify this process the proposed start up CPE will be purchased by RBNS to cover the match. They will be inventorying the hardware anyhow so that is a goodfit.

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

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proposed project.

Answer:

The County will be the lead on preparing grant requests through CAMS, based on invoices provided by RBNS.

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:

The budget includes 300 passings being connected, which is a 25% take rate. RBNS generates the majority of their new business from word of mouth. People will depend on the internet for school more now that we live in a pandemic. Also many of these areas are using cellular or DSL broadband now and are struggling either with high costs or slow service. This accounts for the high level of dissatisfaction the county noted in the surveys. People both noted in many of the areas that they had no broadband and were dissatisfied which lends to the cellular solution being heavily used.

We do plan to employ an FCC approved methodology to reach the projected 10% who can't get service still after this project is complete. This methodology was approved during the Rural Broadband Experiment Program by the FCC for wireless carriers to reach the hard to reach; that is to employ a "relay system" as needed on a utility pole or other structure. RBNS has done this for many years leveraging home owners in most cases however we have met with the power company and do have a plan to leverage power poles if needed to reach people who are otherwise unreachable.

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:

Key Individuals Assigned to Project(s)		
Name	Title	Responsibilities
Alex Phillips	CEO, Rural Broadband Network Services	Project manager, administrative contact

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Mike Bosserman	Field Project Manager, Rural Broadband Network Services	Field project manager
Mark Bowles	Mountain Valley Tower Service	Tower construction contractor
Timothy Fitzgerald	County Administrator, Augusta County	Obtain proper Board of Supervisors approval; signatory on MOU
Jennifer Whetzel	Deputy County Administrator, Augusta County	Draft, submit grant application; Grant management awarded
JR Lawhorne	Owner, Software Company, Broadband Company	
David Henderson	Retired, Financial Planner, Broadband Company	Provide input for and review grant applications
Misty Cook	Finance Director, Augusta County	Monitor grant compliance as required for annual financial audit
Jackie Zetwick	IT Director, Augusta County	Assist with gathering information for application including oversight of GIS mapping; project monitoring for County interests
Richard Homes	Treasurer, Augusta County	Banking responsibilities related to grant draw and project payments

RuralBroadbandNetworkServicesDBA HighSpeedlink is a for profit corporation that has been in business in the Shenandoah Valley since 2001. They have been a pioneer in the Wireless Broadband industry, manufacturing their own equipment in the early days so that we could provide high quality service at affordable prices. The CEO of RBNS, dba HighSpeedlink.net, is a recognized leader in this industry and was a past Board member of the Wireless ISP Association for 6 years and President for 2 of those years. Today, Mr. Phillips further the effort of Broadband proliferation throughout the Shenandoah Valley area by leveraging the latest in Wireless Technology.

Local governments depend on grant funding for staffing and capital needs, as well as providing services to citizens. The Augusta County general fund received \$12.8 and \$12.7 million in state and federal awards in fiscal years (FY) 2019 and 2020, respectively. Submission of grant applications and grant reporting are managed by several layers of County staff, such as the County Department that manages the project or purchase and the Finance Director. General government grants received included Watershed Rehabilitation, Violence Against Women, Homeland Security, Emergency Management and Performance Grant, and State Domestic Preparedness Equipment Support Program and Highway Planning and Construction. The County was successful in receiving a 2016 Virginia Telecommunications Planning Initiative Grant (VATPI) and 2017 Virginia Telecommunications Initiative (VATI), so staff has experience working with the Virginia

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

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Answer:

The budget for the proposed tower projects is encompassed into a single line item in CAMS for construction. Attachment 11, Derivation of Costs, includes an itemization of equipment and construction costs for each of the project areas as totaled here:

- Area 1 Fort Defiance (Burke Mill Road) \$384,710
- Area 2 Morris Mill (Cow Pasture Lane) \$384,710
- Total for Application-2 Tower Projects \$769,420

The detailed budget includes tower access points, ground sitework, tower construction, backhaul and CPE equipment.

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:

Cost Benefit Index Factors	Area 1 Fort Defiance (Burke Mill Rd) Tower Project	Area 2 Morris Mill Area (Cow Pasture Lane) Tower Project	Total Application- 2 Projects
Total State Funding Requested	\$264,710	\$264,710	\$529,420
Number of Serviceable Units	499	735	1234
Highest Residential Speed	100 mbps/25 mbps	100 mbps/25 mbps	100 mbps/25 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

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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:

The County has made strides in addressing the need for broadband, by trying to education itself through citizen input, analysis of available data and applying for the VATI grants. Our minor accomplishments to date include:

- The 2016 completion of a Community Broadband Telecommunications Strategic Plan (Plan) through the award a Virginia Telecommunications Planning Initiative Grant.
- Pursued through the application for Virginia Telecommunications Initiatives Grants offered by the Virginia Department of Housing and Community Development in 2017-2021.
- In 2018, the Augusta County Board of Supervisors appointed a Broadband Committee made up of County citizens to assist in facilitating the solutions from the 2016 Plan. The Committee also recruited additional residents for sub-committees to develop partnerships, increase awareness, improve marking and provide technical assistance.
- Completion of a Wireless Facilities Telecommunications Analysis for Wireless Voice and Broadband Services in 2012.
- Augusta County is a member of the Central Shenandoah Planning District Commission which is a designated Economic Development District (EDD) under a program administered by the U.S. Department of Commerce's Economic Development Administration.
- In 2019, the County submitted a response to an inquiry from Dominion Energy Virginia for potential partnership to can leverage the broadband pilot program established by the Virginia State Corporation Commission (SCC) to deploy broadband into unserved areas.
- The Augusta County Library system offer databases that support education. Databases aid in school research and practice tests for all ages and subject levels from SOLS to MCAT to professional certifications. An increase in the number of courses taken in the Universal Class databases has been realized in the past few months. Career Transitions aids in preparing for a career, finding job openings and providing a virtual interview experience. The Library also provides wifi at branch and book station locations, which has seen significant increase in usage since the pandemic began. They also continue to help patrons learn how to use technology, such as smartphones.
- Based on a 2019 Internet Survey performed by Augusta County, 50% of households with students have either weak or no wi-fi access. Based on the data for broadband coverage in these communities, at least 38% of all students have neither cellular data nor wi-fi service, and another 12% have weak broadband

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access. With the schools going to full or partial virtual learning, the need for coverage is more than ever before. The Augusta County schools are purchasing Chromebooks for additional grade levels to assist in bridging the digit divide.

RBNS noted that with the use of TVWS, the County can leverage this technology for more than just broadband. Since the technology allows for very long distance line of sight use, and the underlying tech can be integrated into a Drone, County Law Enforcement could leverage this build out in the future for Police Drone deployments. This possibility was brought to the CEO of RBNS's attention when talking to the manufacturer Harmonics about their drone integration testing. This option could be of great value as technology plays a bigger role in modern law enforcement.

## 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:

x

## Attachments:

Map(s) of project area, including proposed infrastructure

Attachment1RBNSProjectAreaMap817202084214.pdf

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

Attachment2RBNSDocumentationofFederalFunding817202084221.pdf

Documentation that proposed project area is unserved based on VATI criteria

Attachment3RBNSDocumentationofUnservedCriteria8172020102255.pdf

# Application to DHCD Submitted through CAMS

Augusta County

Augusta County VATI 2021 - RBNS Tower Projects

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Passings Form (Please use template provided)

Attachment4RBNSPassingForm817202091606.pdf

Propagation Map if Wireless Project

Attachment5RBNSPropogationMapWirelessProject817202084240.pdf

Timeline/Project Management Plan

Attachment6RBNSTimelineProjectManagementPlan817202084249.pdf

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

Attachment7RBNSMOU817202084258.pdf

Funding Sources Table

Attachment8RBNSVATIFundingSourcesTable817202084305.pdf

Documentation for match funding

Attachment9RBNSMatchingFunds817202091524.pdf

Letters of Support

Attachment10RBNSLettersofSupport817202091513.pdf

Derivation of Cost (Project Budget)

Attachment11RBNSDerivationofCosts817202084312.pdf

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

Attachment12RBNSSupportofProjectCosts817202084321.pdf

Two most recent Form 477 submitted to FCC

Attachment13RBNSFCCData817202032343.pdf

Optional

Attachment14RBNSSampleLeaseAgreement817202084333.pdf

Area 1 Fort Defiance

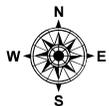


2 Mile Buffer Radius Around 157 Burkes Mill Rd

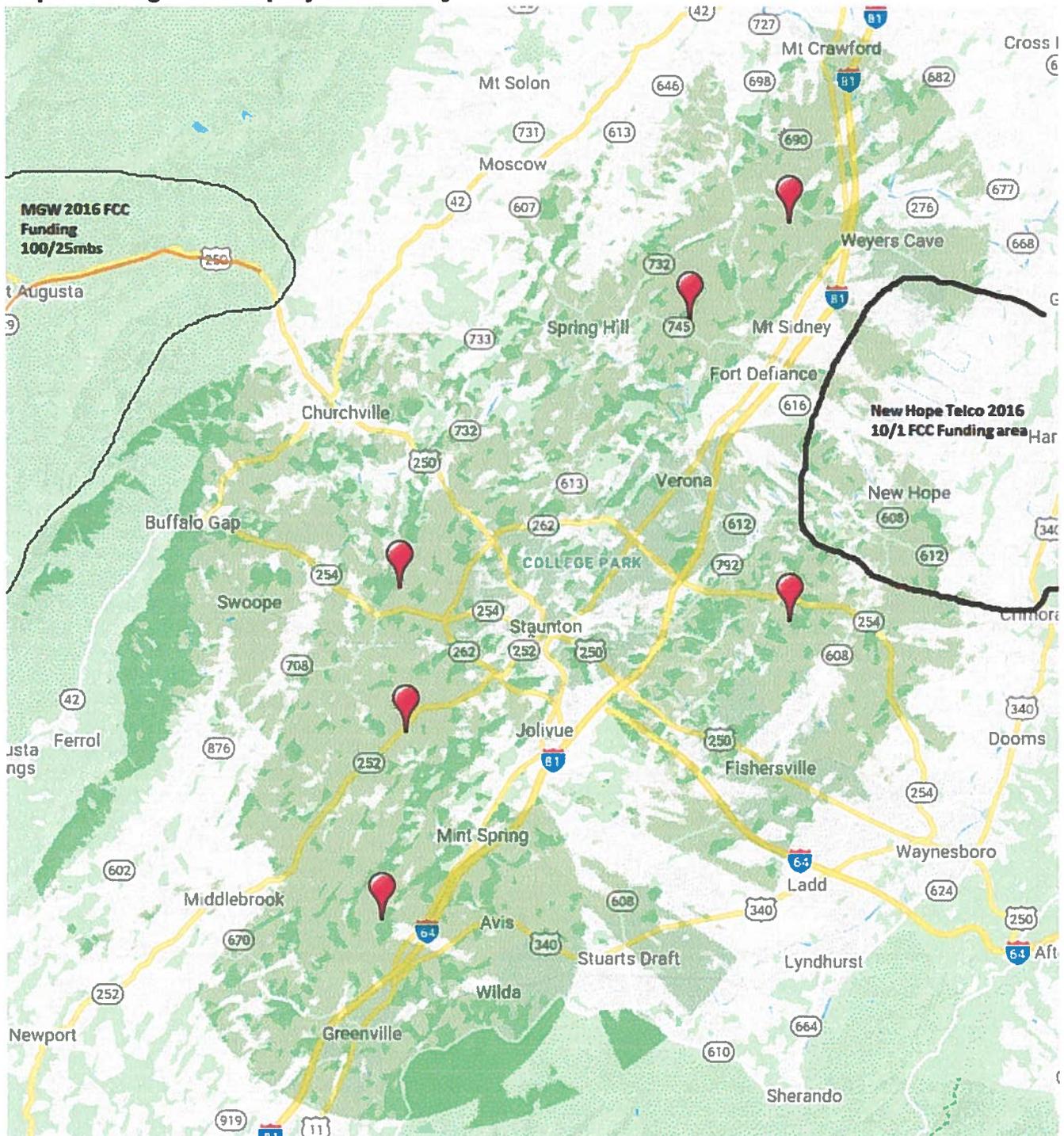




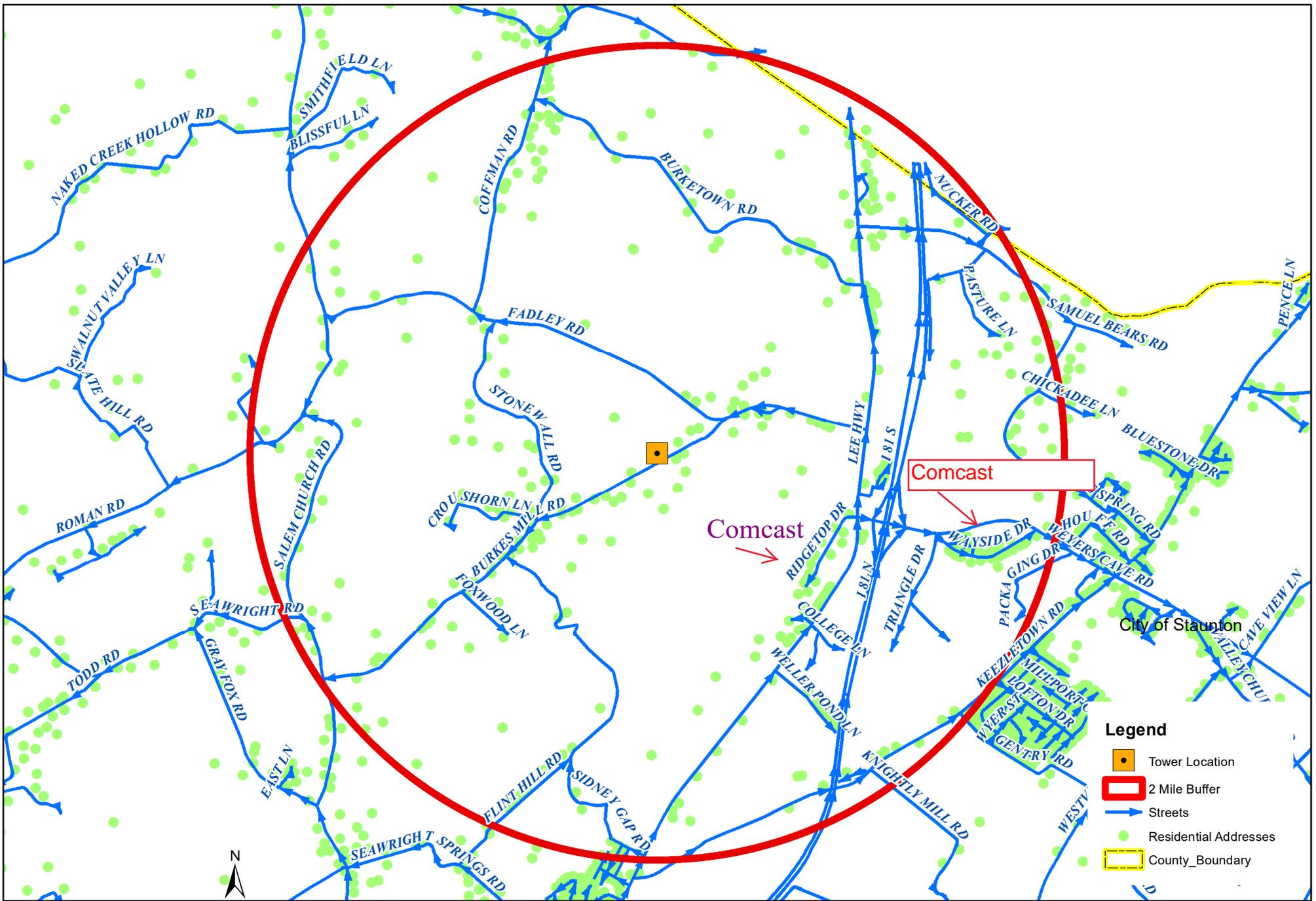
2 Mile Buffer Radius Around 131 Cow Pasture Ln



## Map showing Federal projects nearby:

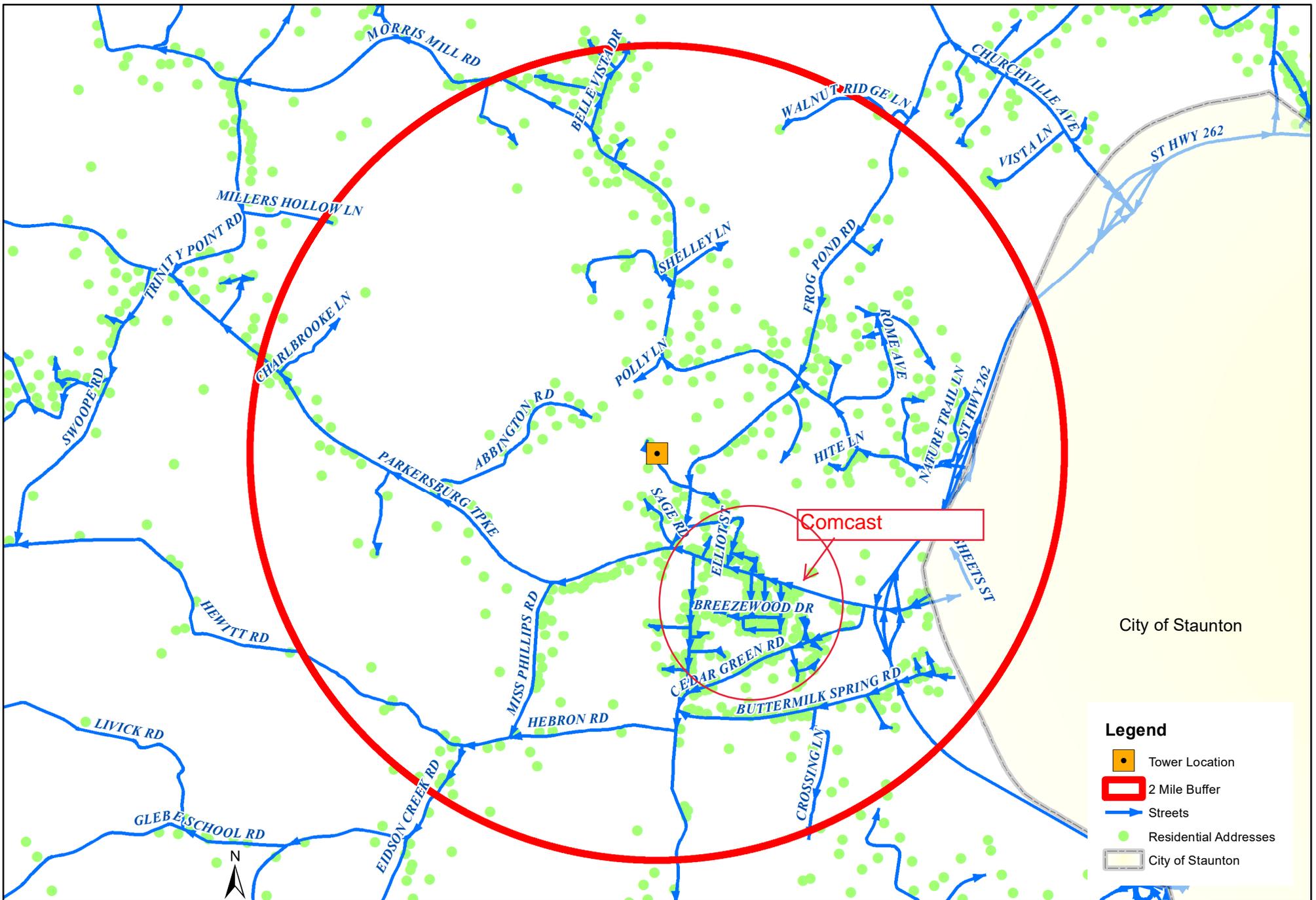


I marked the 2 past FCC funded projects noted on the next page. As you can see by this map, there is no overlap in the Federally funded projects. In the case of New Hope, their speeds that were funded in 2016 were 10/1 and therefore don't qualify under the VATI as served.



2 Mile Buffer Radius Around 157 Burkes Mill Rd





## 2 Mile Buffer Radius Around 131 Cow Pasture Ln



8/14/20

## ATTACHMENT B

The following information details efforts by the County to identify four areas in need of improved internet services. The information will also assist in writing a grant application.

### Identified Areas

- Area 1 – Fort Defiance Area (west of Rt. 11 in northern part of County)
- Area 2 – Morris Mill Road Area (west of City of Staunton)
- Area 3 – Spottswood Area (south central portion of County)
- Area 4 – Barrenridge Area (north of Fishersville)

### Maps

- Survey data noting Location category (page 8)
- Survey data noting No internet at location (page 9)
- Survey data noting Satisfaction of current service (page 10)
- Survey data noting Type of internet service (page 11)
- County map noting four project areas (page 12)
- Project Area maps that identify (pages 13-16):
  - Residential points within the project area.
  - Survey responses noting: no internet service, dissatisfaction with service and business points. Business includes home based business, agricultural operations, and individuals that work from home.
  - Census blocks.

### Provider and Speed Data (pages 17-18)

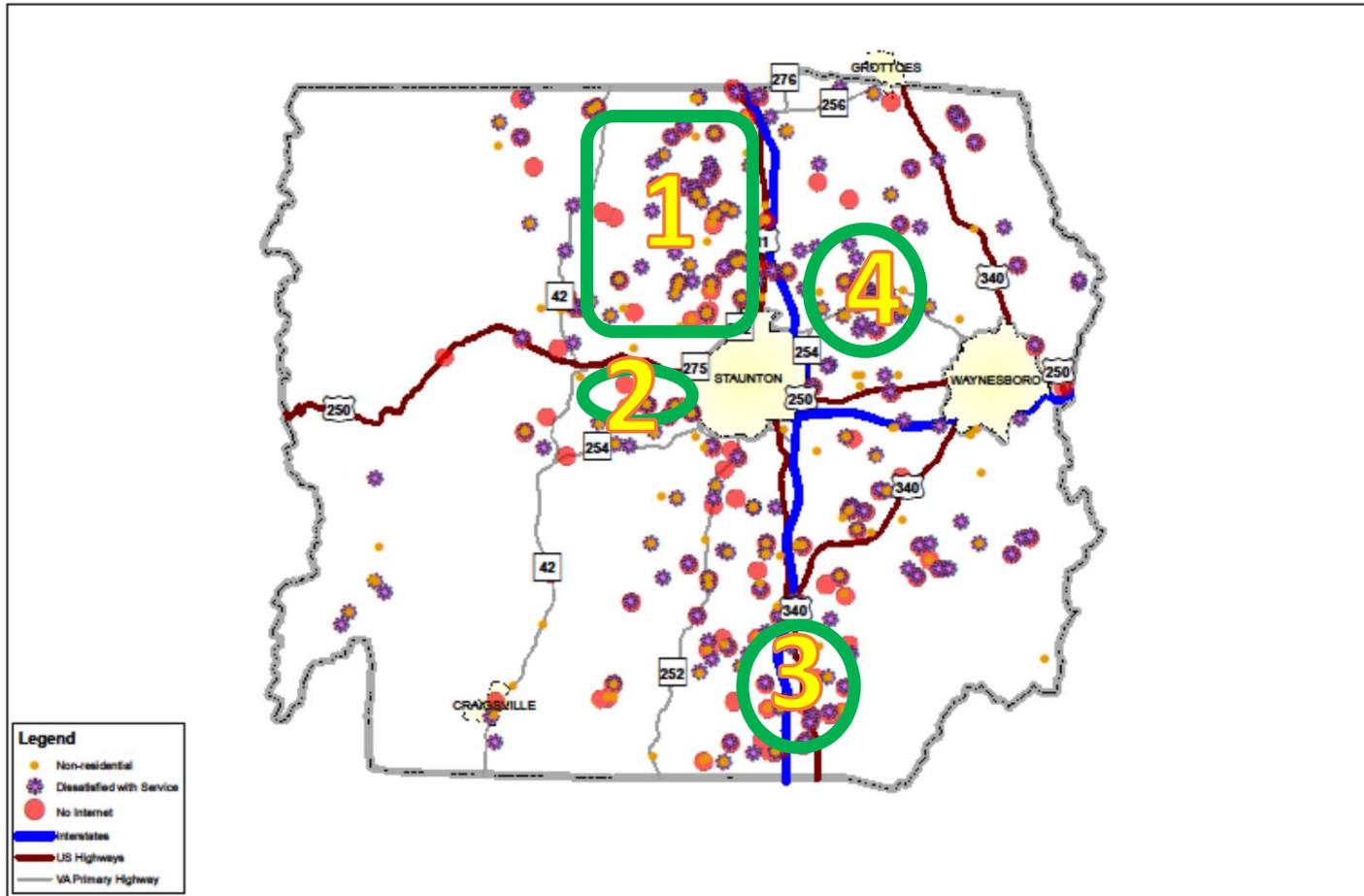
The County has attempted to identify providers and speed within each project area through the use of Federal Communications Commission (FCC) data. As providers know the detail of where their service begins and ends, they can select a project based on their network. The County's data will be useful in preparing the grant application. The County will assist with further vetting what customers are serviced by what provider once projects are proposed. Please reference the attached spreadsheets for a list of providers within each area and the speeds that they report to the FCC.

### Residential Units

The grant application is interested in the number of residential units passed. Tentatively, the number of units per project area are:

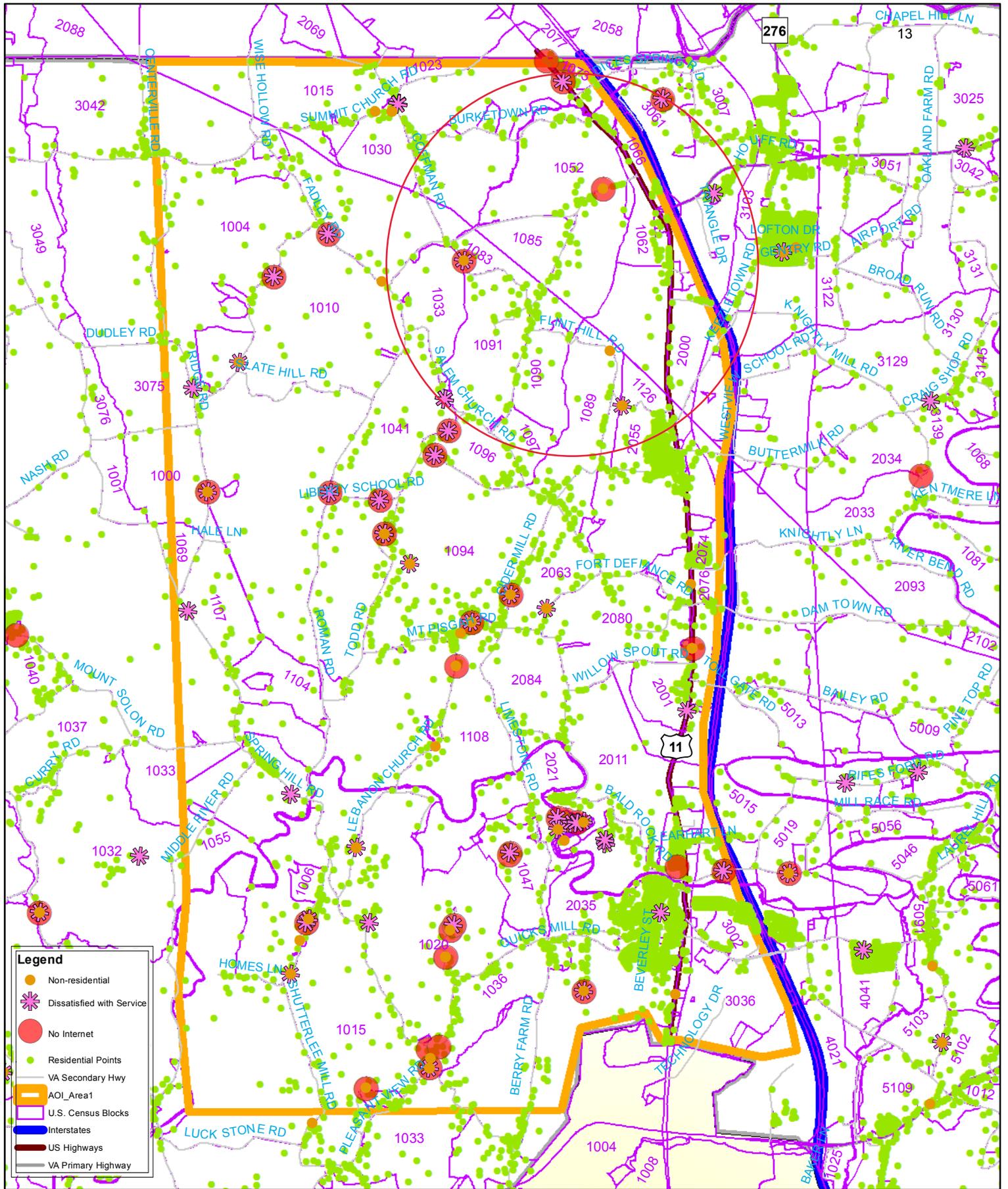
- Area 1 – Fort Defiance Area            3,029
- Area 2 – Morris Mill Road Area        708
- Area 3 – Spottswood Area              871
- Area 4 – Barrenridge Area              479

The County will assist with identifying the actual amount of residential units in an area that is proposed by a provider.



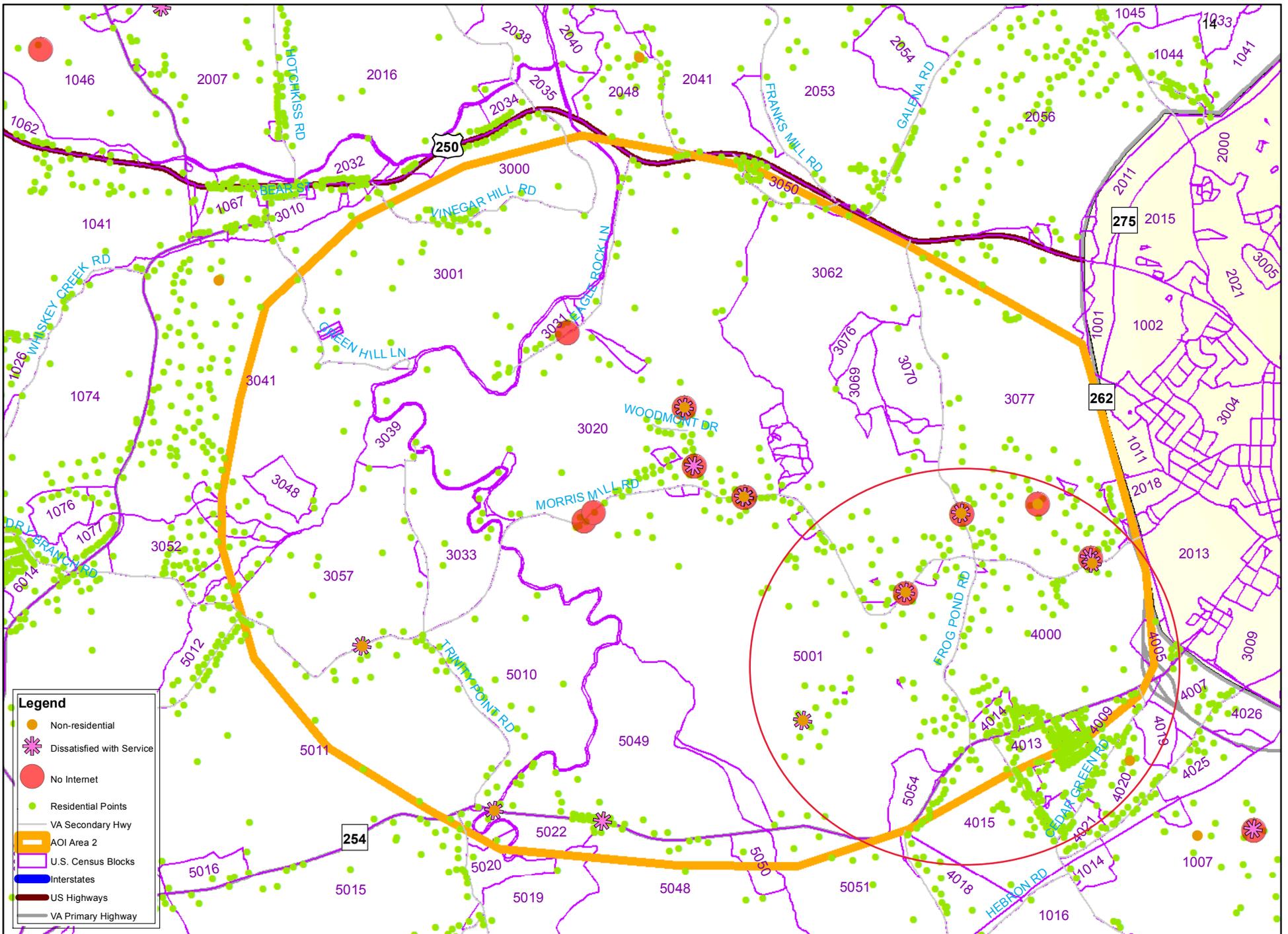
June 11, 2019 Broadband Survey  
Non-Residential, Dissatisfied, and No Internet responses.





June 11, 2019 Broadband Survey (AREA 1)  
 Non-Residential, Dissatisfied, and No Internet responses  
 and County-wide Residential points





June 11, 2019 Broadband Survey (AREA 2)  
 Non-Residential, Dissatisfied, and No Internet responses  
 and County-wide Residential points



<b>NOTE: VATI determines eligibility for unserved areas as having broadband speeds at or below 25/3 mbps. Areas lacking 10/3 mbps will be given significant priority in applicatin scoring.</b>													
FCC data downloaded July 2019. Provider data by Area and census block is available upon request.													
LogRecNo	Provider_Id	FRN	ProviderName	DBAName	HocoNum	StateAbbr	TechCode	Consumer	MaxAdDov	MaxAdUp	Business	MaxCIRDo	MaxCIRUp
<b>Area 1 Summary</b>													
21922794	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	0	0	0	1	0	0
66921503	39921	1568880	GCI Communication Corp.	GCI Communication Corp.	130534	VA	60	0	0	0	1	0	0
220872	34287	4335584	MCI Communications Corporation	MCI	131425	VA	30	0	0	0	1	1.5	1.5
18120223	38758	2064145	Shenandoah Telecommunications Company	Shentel	131181	VA	50	0	0	0	1	1000	1000
8465657	35769	4372322	UNITED STATES CELLULAR CORPORATION	United States Cellular Corporati	131310	VA	70	1	1	0.2	0	0	0
10363336	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	1	0.384	1	0	0
10363332	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	1.5	0.384	1	0	0
10363425	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	3	0.768	1	0	0
10363331	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	5	0.768	1	0	0
18175834	38787	19225366	MGW Networks, L.L.C.	MGW Networks	130814	VA	70	1	6	1	1	6	1
10363333	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	7	0.768	1	0	0
18175724	38787	19225366	MGW Networks, L.L.C.	MGW Networks	130814	VA	70	1	9	1	1	9	1
18175863	38787	19225366	MGW Networks, L.L.C.	MGW Networks	130814	VA	70	1	10	1	1	10	1
10363739	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	10	1	1	0	0
500269	34530	17649732	Rural Broadband Network Services LLC	HighSpeedLink.net	290087	VA	70	1	12	3	1	12	3
10363351	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	15	1	1	0	0
67447015	34316	12369286	HNS License Sub, LLC	HughesNet	130627	VA	60	1	25	3	1	0	0
67184259	44043	4963088	ViaSat, Inc.	ViaSat Inc	290111	VA	60	1	30	3	1	0	0
21922793	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	1	200	10	1	0	0
21922812	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	43	1	987	35	1	0	0
<b>Area 2 Summary</b>													
21921552	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	0	0	0	1	0	0
66923455	39921	1568880	GCI Communication Corp.	GCI Communication Corp.	130534	VA	60	0	0	0	1	0	0
8467042	35769	4372322	UNITED STATES CELLULAR CORPORATION	United States Cellular Corporati	131310	VA	70	1	1	0.2	0	0	0
10363859	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	1.5	0.384	1	0	0
10363858	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	5	0.768	1	0	0
18175530	38787	19225366	MGW Networks, L.L.C.	MGW Networks	130814	VA	70	1	6	1	1	6	1
18175648	38787	19225366	MGW Networks, L.L.C.	MGW Networks	130814	VA	70	1	10	1	1	10	1
499368	34530	17649732	Rural Broadband Network Services LLC	HighSpeedLink.net	290087	VA	70	1	12	3	1	12	3
67448967	34316	12369286	HNS License Sub, LLC	HughesNet	130627	VA	60	1	25	3	1	0	0
6666998	35004	3775244	Lumos Telephone of Botetourt Inc.	Lumos Networks Inc	300191	VA	50	1	25	5	0	0	0
67186211	44043	4963088	ViaSat, Inc.	ViaSat Inc	290111	VA	60	1	30	3	1	0	0
21921562	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	1	200	10	1	0	0
21921563	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	43	1	987	35	1	0	0
<b>Area 3 Summary</b>													
21921303	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	0	0	0	1	0	0

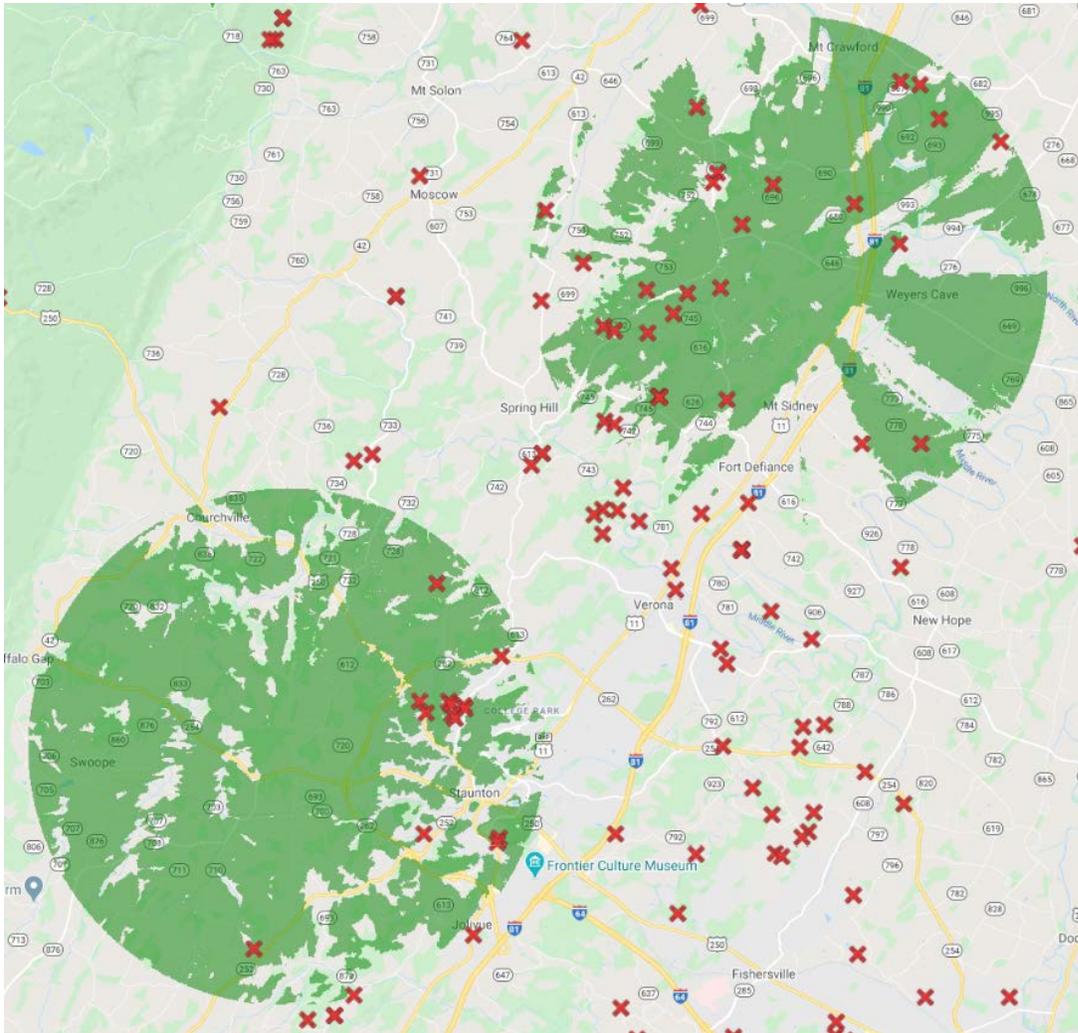
66924331	39921	1568880	GCI Communication Corp.	GCI Communication Corp.	130534	VA	60	0	0	0	1	0	0
7813843	35614	18589226	Lightower Fiber Networks I, LLC (fka Light Towe	Lightower	131095	VA	50	0	0	0	1	1000	1000
18119647	38758	2064145	Shenandoah Telecommunications Company	Shentel	131181	VA	50	0	0	0	1	1000	1000
8467489	35769	4372322	UNITED STATES CELLULAR CORPORATION	United States Cellular Corporati	131310	VA	70	1	1	0.2	0	0	0
10364030	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	5	0.768	1	0	0
18174121	38787	19225366	MGW Networks, L.L.C.	Lingo Networks	130814	VA	70	1	6	1	1	6	1
10364031	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	10	1	1	0	0
501281	34530	17649732	Rural Broadband Network Services LLC	HighSpeedLink.net	290087	VA	70	1	12	3	1	12	3
67449569	34316	12369286	HNS License Sub, LLC	HughesNet	130627	VA	60	1	25	3	1	0	0
67186813	44043	4963088	ViaSat, Inc.	ViaSat Inc	290111	VA	60	1	30	3	1	0	0
21921299	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	1	200	10	1	0	0
<b>Area 4 Summary</b>													
21921964	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	0	0	0	1	0	0
66922413	39921	1568880	GCI Communication Corp.	GCI Communication Corp.	130534	VA	60	0	0	0	1	0	0
8466116	35769	4372322	UNITED STATES CELLULAR CORPORATION	United States Cellular Corporati	131310	VA	70	1	1	0.2	0	0	0
10363652	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	1.5	0.384	1	0	0
10363849	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	3	0.768	1	0	0
10363640	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	5	0.768	1	0	0
6666734	35004	3775244	Lumos Telephone of Botetourt Inc.	Lumos Networks Inc	300191	VA	10	1	6	1	0	0	0
6886317	35196	2071579	New Hope Telephone Cooperative	New Hope Telephone Cooperat	130901	VA	10	1	6	1	1	6	1
10363850	36600	2073203	Verizon Virginia LLC	Verizon Virginia LLC	131425	VA	10	1	7	0.768	1	0	0
18174437	38787	19225366	MGW Networks, L.L.C.	Lingo Networks	130814	VA	70	1	9	1	1	9	1
18174363	38787	19225366	MGW Networks, L.L.C.	Lingo Networks	130814	VA	70	1	10	1	1	10	1
500118	34530	17649732	Rural Broadband Network Services LLC	HighSpeedLink.net	290087	VA	70	1	12	3	1	12	3
67447925	34316	12369286	HNS License Sub, LLC	HughesNet	130627	VA	60	1	25	3	1	0	0
6666876	35004	3775244	Lumos Telephone of Botetourt Inc.	Lumos Networks Inc	300191	VA	50	1	25	5	0	0	0
67185169	44043	4963088	ViaSat, Inc.	ViaSat Inc	290111	VA	60	1	30	3	1	0	0
21921697	39648	3768165	COMCAST CABLE COMMUNICATIONS, LLC	Comcast	130317	VA	42	1	200	10	1	0	0

**From:** [alex phillips](#)  
**To:** [Jennifer Whetzel](#)  
**Subject:** [EXTERNAL] Another Map I promised  
**Date:** Wednesday, August 12, 2020 5:07:18 PM  
**Attachments:** [image.png](#)

---

Jennifer,

This is the Map that shows where people want service but have not been serviced yet within our proposed area of coverage



*Alex Phillips*  
CEO and General Manager  
RBNS.net  
HighSpeedLink.net  
540-908-3993

## 2021 Virginia Telecommunication Initiative (VATI) Passing Form

Type of Passings	Total Number in Project Area 1 Fort Defiance	Number with Speeds at 10/1 or below in Project Area
Residential	435	
Businesses (non-home based)	11	
Businesses (home-based)	50	
Community Anchors	2	
Non-residential	1	
<b>Total Number of Passings</b>	499	N/A

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

### Definitions

**Passing** – any structure that can receive service.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

## 2021 Virginia Telecommunication Initiative (VATI) Passing Form

Type of Passings	Total Number in Project Area 2 Morris Mill	Number with Speeds at 10/1 or below in Project Area
Residential	669	
Businesses (non-home based)	5	
Businesses (home-based)	53	
Community Anchors	4	
Non-residential	4	
<b>Total Number of Passings</b>	735	N/A

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

### Definitions

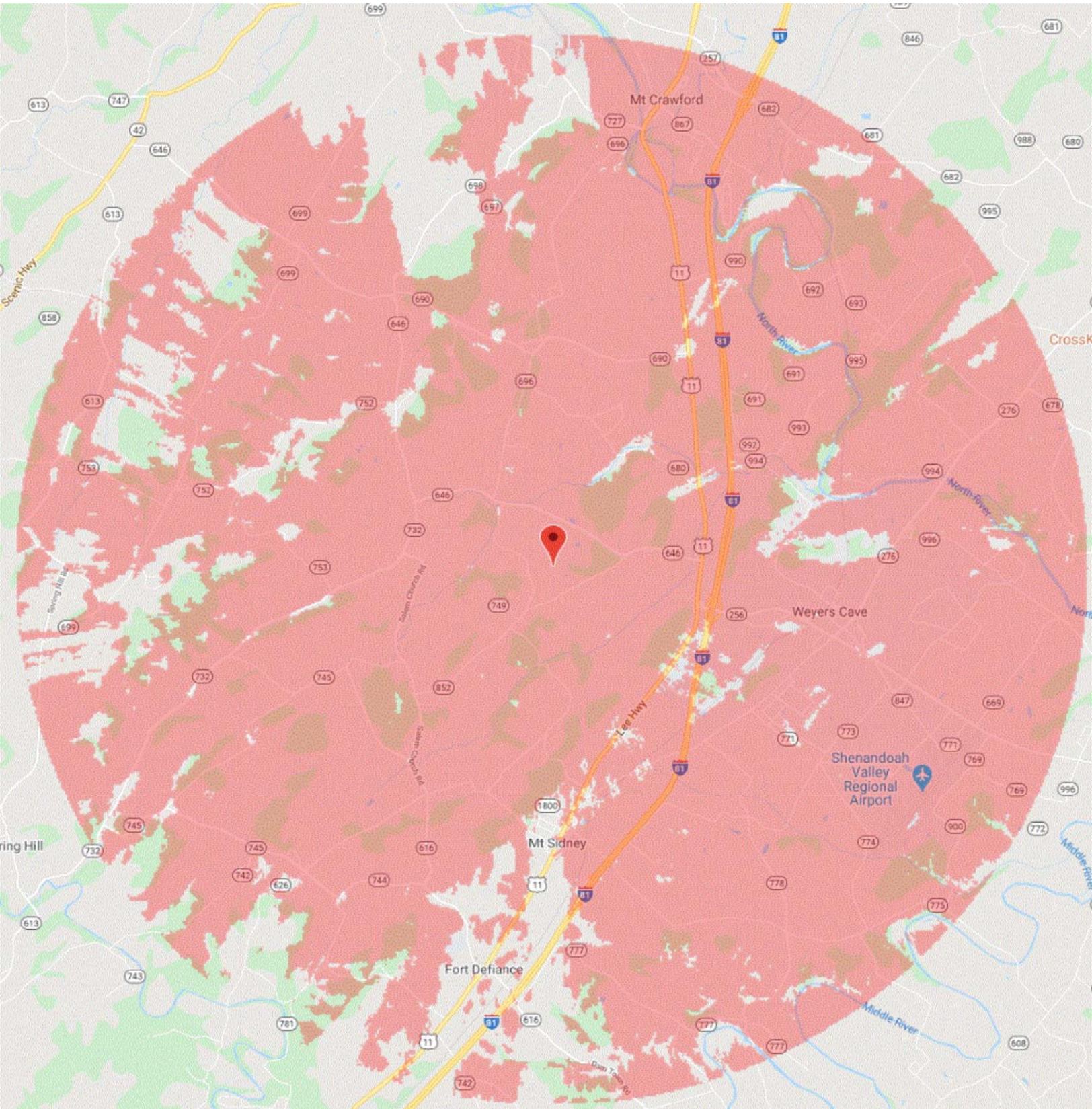
**Passing** – any structure that can receive service.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

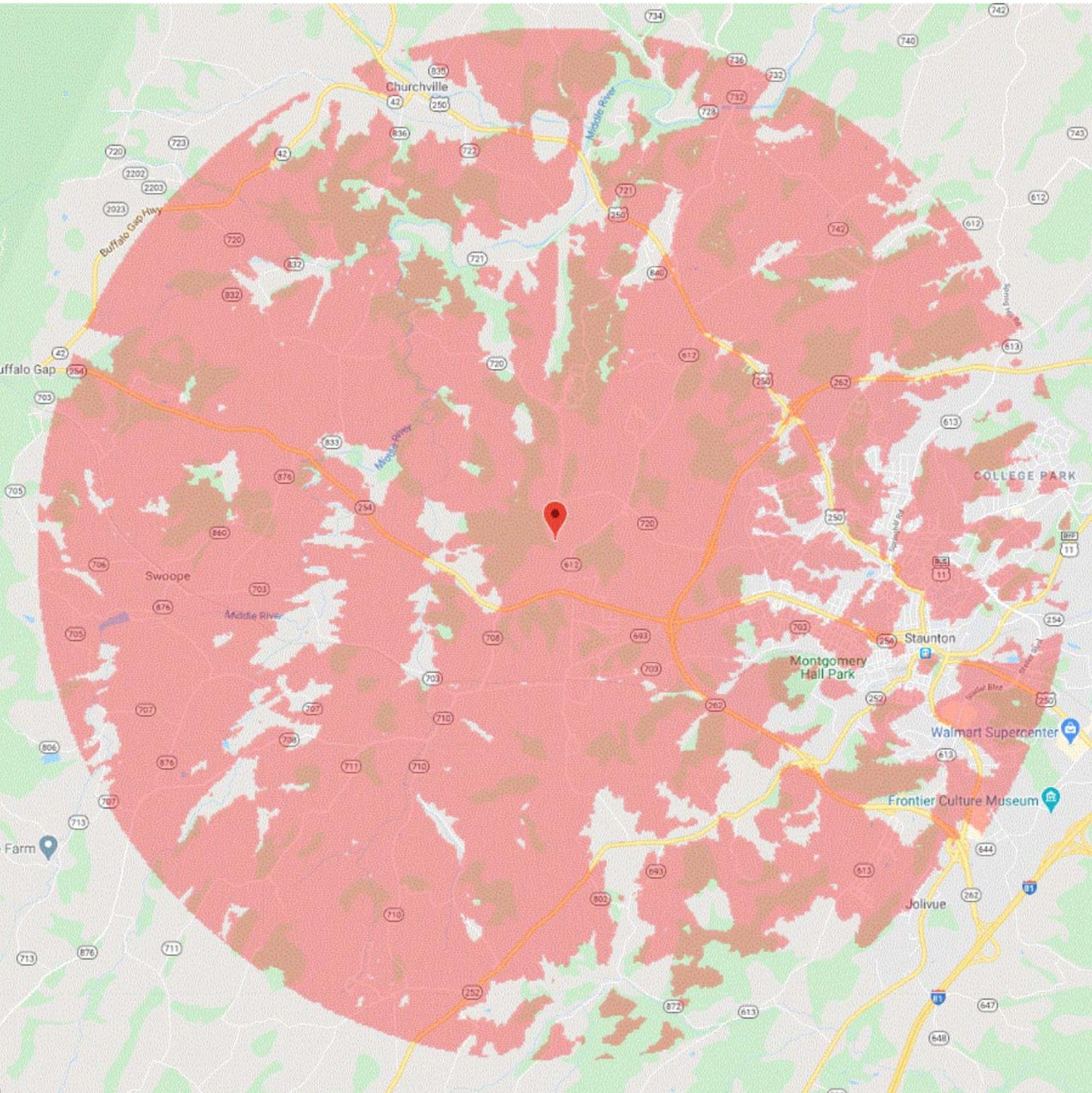
**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

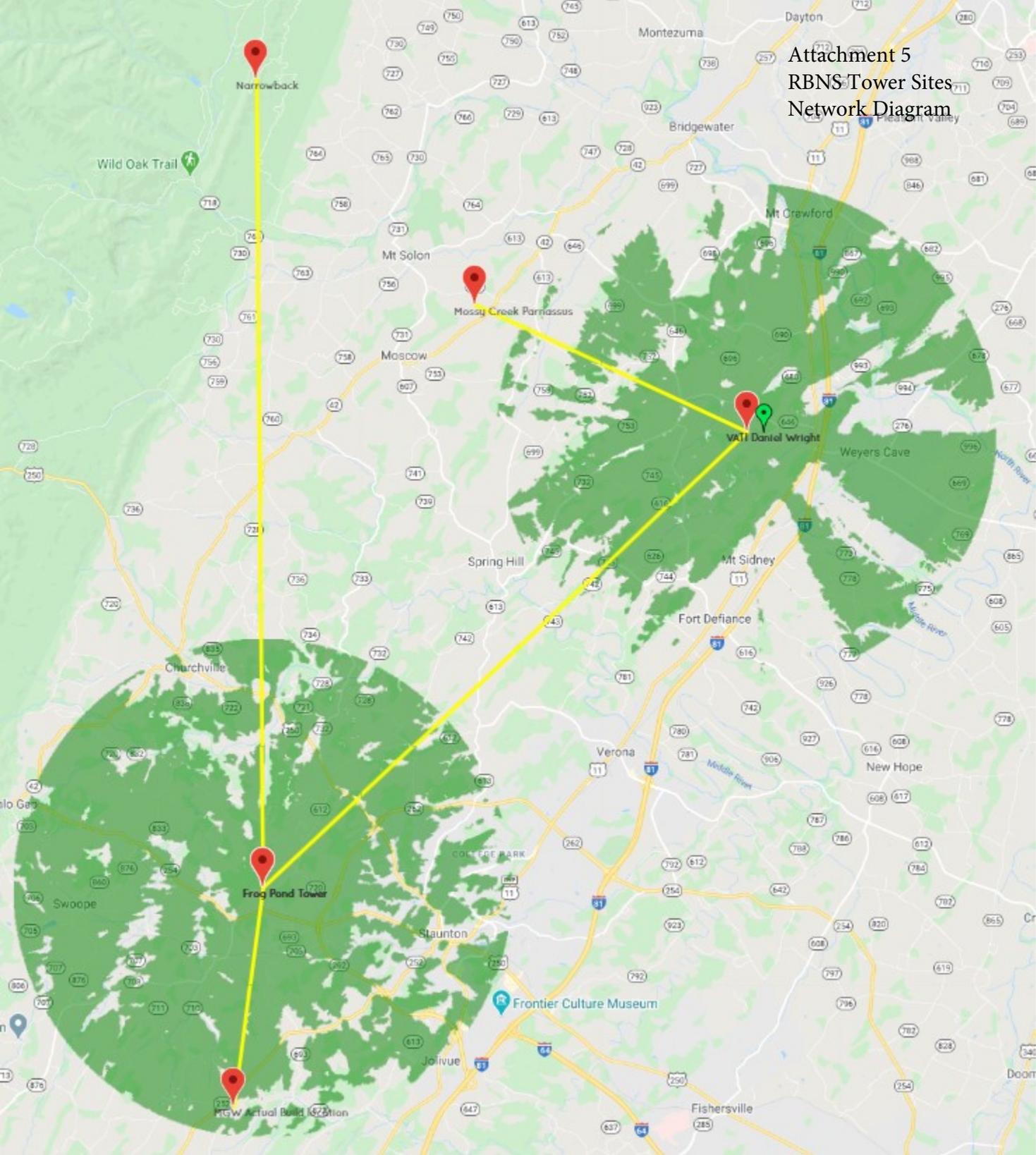
Attachment 5  
RBNS Propagation Map - 5 mile radius  
Area 1 Fort Defiance (Burke Mill Road) Tower Site



Attachment 5  
RBNS Propagation Map - 5 mile radius  
Area 2 Morris Mill Area (Cow Pasture Lane) Tower Site



Attachment 5  
RBNS Tower Sites  
Network Diagram





## Memorandum of Understanding

This agreement is made on \_\_\_\_\_, \_\_\_\_\_ between **Rural Broadband Network Services**, 1528 Country Club Road, Harrisonburg, Virginia 24402 (“Company”), and the **County of Augusta**, Virginia, Attn: County Administrator’s Office, 18 Government Center Lane, P.O. Box 590, Verona, Virginia 24482 (“County”).

### RECITALS:

- A. Whereas, the Department of Housing and Community Development (DHCD) is implementing the Virginia Telecommunications Initiative (VATI) grant program; and
- B. Whereas, the primary objective of the VATI is to provide financial assistance to supplement construction costs by private sector broadband service providers, in partnership with local units of government to extend service to areas that presently are defined as unserved per grant guidelines; and
- C. Whereas, applications must be submitted by a unit of government (Towns, Cities, Counties, EDA/IDA, Broadband/Wireless Authorities, Planning District Commissions, School Divisions, etc.) with a private sector provider(s) as a co-applicant; and
- D. Whereas, the County has completed a Broadband Telecommunications Strategic Plan and issued a Request for Information seeking Internet Service Providers to partner with the County to submit an application for the 2021 VATI grant program; and
- E. Whereas, Rural Broadband Network Services submitted a proposal for broadband deployment solutions in the County; and
- F. Whereas, the County and Rural Broadband Network Services will partner for a grant application for the 2021 VATI grant program for the Morris Mill and Fort Defiance tower projects.

NOW, therefore, the parties agree that they will uphold the following responsibilities:

#### THE COUNTY:

1. The County will manage the VATI grant requirements with DHCD, including, but not limited to progress reports and monthly funding draws; and
2. The County will provide assistance with GIS mapping and permitting requirements throughout the project; and
3. The County will assist with educating the public about the project and services to be available in their areas.

#### THE COMPANY:

4. The Company will provide the County required information for the management of the VATI grant, including, but not limited to progress reports and monthly invoices; and
5. The Company will provide the required documents to the County for zoning and permit applications, if required; and
6. The Company will design, engineer, construct and implement broadband services as designated in the VATI application by the construction deadline of eighteen (18) months from DHCD contract date, and
7. The Company will guarantee that the standard bandwidth offerings for the projects will be a minimum of 25 Mbps download and 3 Mbps upload; and

8. The Company will lease or own the assets associated with the projects.

This agreement will terminate when DHCD notifies the County that all grant requirements have been satisfied.

Witness the following authorized signatures on behalf of the parties:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Alex Phillips  
CEO, Rural Broadband Network Services

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Timothy K. Fitzgerald  
County Administrator

DRAFT

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **COUNTY OF AUGUSTA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”) and the **ECONOMIC DEVELOPMENT AUTHORITY OF AUGUSTA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Authority”).

### RECITALS:

- A. The County is authorized pursuant to § 15.2-953 of the Code of Virginia, 1950, as amended, to make gifts, donations and appropriations of money to economic development authorities for the purposes of promoting economic development.
- B. The Department of Housing and Community Development (DHCD) implemented the Virginia Telecommunications Initiative (VATI) grant program, noting that rural communications is essential to infrastructure for modern community and economic development.
- C. The County was awarded the grant for a project(s) in the Morris Mill and Fort Defiance area.
- D. The County hereby acknowledges and agrees that the expansion of broadband services would foster and promote the economic development of the County and the Commonwealth of Virginia.
- E. The County hereby agrees to contribute a total of \$120,000 to the Authority.
- F. The Authority hereby agrees that it is the Authority’s responsibility to pay the \$120,000 to Rural Broadband Network Services.
- G. The disbursement of the Contribution Amount is necessary if the Company is to proceed with completing the grant project(s).

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Authority do hereby agree as follows:

1. **Recitals.** The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1 and constitute the representations and understandings of the County and the Authority according to the tenor and import thereof.
2. **County Commitments.** The County is committed to disburse to the Authority the Contribution Amount as and when appropriated by the County, for the Company’s explicit

benefit.

3. **Authority Obligations.** In accordance with this Agreement, the Authority shall disburse to MGW Networks the Contribution Amount, as and when received from the County.

4. **Notices.** Any notice, request, demand, instruction or other document required or permitted by the provisions of this Agreement to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and (i) sent by certified mail, return receipt requested, (ii) personally delivered, or (iii) sent by a recognized overnight courier service to the Authority, the County and/or the Company, at the following addresses, or at such other addresses as the Authority, the County or the Company, by notice, may designate:

If to the County: County of Augusta, Virginia  
Administrative Office  
18 Government Center Lane  
P. O. Box 590  
Verona, Virginia 24482  
Fax: (540) 245-5621  
Attn: County Administrator

with a copy to: Office of the County Attorney  
18 Government Center Lane  
P. O. Box 590  
Verona, Virginia 24482  
Fax: (540) 245-5621  
Attn: County Attorney

If to the Authority: Economic Development Authority  
of Augusta County, Virginia  
18 Government Center Lane  
P. O. Box 590  
Verona, Virginia 24482  
Attn: Chairman

6. **Amendment.** This Agreement may be amended only by the mutual written consent of the Authority and the County, with written acknowledgement of such amendment by the Company.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written and, by so executing, each of the Authority and the County warrants that it possesses full right and authority to enter into this Agreement and to perform its obligations hereunder.

**COUNTY OF AUGUSTA, VIRGINIA**, a political  
subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Gerald Garber, Chairman  
Augusta County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**ECONOMIC DEVELOPMENT AUTHORITY  
OF AUGUSTA COUNTY, VIRGINIA**, a political  
subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
B. Randolph Roller, Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary of the Authority

VATI FUNDING SOURCES TABLE

Please fill in the chart below with a description of the project funding source (local, federal, state, private, other), the amount from that source, the percentage of total project funding that source represents, and a description of the current status of the funds (pending, secured, etc.).

Source	Amount	%	Status
REQUESTED VATI	\$ 529,420	70%	Pending
RURAL BROADBAND NETWORK SERVICES	\$ 120,000	15%	APPROVED PER PROPOSAL DATED 7/10/20
COUNTY OF AUGUSTA	\$120,000	15%	APPROVED BY BOARD OF SUPERVISORS 8/12/20
	\$		
	\$		
	\$		
	\$		
<b>TOTAL</b>	<b>\$ 769,420</b>	<b>100 %</b>	

**COUNTY OF AUGUSTA, VA.**

**BOARD OF SUPERVISORS**

JEFFRY A. SLAVEN  
North River

GERALD W. GARBER  
Middle River

PAM CARTER  
Pastures

G. L. "BUTCH" WELLS  
Beverley Manor

SCOTT SEATON  
Wayne

MICHAEL L. SHULL  
Riverheads

STEVE MORELLI  
South River



**TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR**

**AUGUSTA COUNTY GOVERNMENT CENTER**

P.O. BOX 590, VERONA, VA 24482-0590

(540) 245-5610 FAX (540) 245-5621

coadmin@co.augusta.va.us

**MEMO**

**TO:** Jennifer Whetzel, Deputy County Administrator

**FROM:** Timothy Fitzgerald, County Administrator

**DATE:** August 13, 2020

**RE:** VATI2021 Grant Match

The Board of Supervisors approved grant match for the VATI 2021 in the amount of \$343,000 from the Economic Development Capital Account. The breakdown is MGW Networks \$223,000 and RBNS \$120,000.

# Next steps

- Match recommendation:

<u>Match</u>	<u>FTTH</u>	<u>Fixed Wireless</u>	<u>Total</u>
30% (15% each)	\$223,000	\$120,000	\$343,000

- From economic development funding 80000-8145
- Finalize grant application if match obtained
- Submit application by Monday, August 17, 2020



## *AUGUSTA COUNTY FIRE-RESCUE*

County Government Center  
18 Government Center Lane  
P.O. Box 590, Verona, VA 24482

Main Office Line: (540) 245-5624 - Fax Line: (540) 245-5356

[www.co.augusta.va.us](http://www.co.augusta.va.us)

[firerescue@co.augusta.va.us](mailto:firerescue@co.augusta.va.us)

August 13, 2020

Virginia Department of Housing  
and Community Development

Augusta County Fire-Rescue conveys support for the VATI 2021 grant application for improved internet services in the County. The areas are rural in nature and the volunteer fire and rescue agencies have limited options for internet access.

Volunteer agencies receive their call information for reporting purposes through an email and they use this to fill out required reports on a daily basis. These reports are required by the State to accurately account for fire responses and medical responses to be eligible for State and Federal grants, along with allowing the County to process insurance billing for Revenue Recovery. Emergency Medical Service (EMS) Revenue Recovery is a program in which a third party bills a user fee to Medicaid, Medicare, and private insurance companies for emergency ambulance transport service. It is imperative that the agencies have internet access that allows them the ability to efficiently and effectively process reports.

In addition to timely records management, Augusta County Fire-Rescue recently approved an initiative to equip all ambulances and medic units with Automatic Vehicle Location (AVL) technology that will allow the 911 center to track units in real time and determine the closest most appropriate unit is dispatched. Strengthening access to broadband in these rural areas will support this AVL technology.

Please strongly consider Augusta County's application during your review process.

*David W. Nichols*

David W. Nichols, MS, EFO  
Fire & Rescue Chief



August 13, 2020

To Whom It May Concern:

The Augusta County Library expresses support for the VATI 2021 grant application for improved internet services rural areas of the County.

Use of the public computers and the Wi-Fi at the library is high as most area patrons do not have access to affordable broadband at home.

Part of the Augusta County library's mission is to provide residents with materials and services to improve their quality of life by meeting their educational and recreational needs. The library system provides computer access to patrons so that this mission can be fulfilled. Strategic Goals and Objective, Strategic Direction #4 states "Provide exceptional public library service to the citizens of Augusta County." One of the primary ways to achieve this is stated in Goal #2 "provide technology training to seniors, the computer illiterate, and at the Branch and Stations." Computer access and training is one area that the library system has seen significant growth in need over the years.

As you are aware modern life requires use of the internet. Applying for jobs, renewing driver's licenses, doing homework, and paying bills are now done online. The citizens in rural areas cannot complete these necessary tasks using the library's Internet service without the systems timing out. A person's ability to complete a job application should not be determined by location. The decisions of local school boards to offer complete or partial virtual learning for K-12 has an impact on the library, from use of meeting rooms for students to use or book delivery programs for elementary age students.

Please consider Augusta County's application for the VATI 2021 grant so that we can improve upon computer services in the rural areas of the County.

Sincerely,

*Diantha McCauley*

Diantha McCauley  
Director

**Augusta County Rural Broadband Network Services Tower Projects**

Product	Total	VATI	Non-VATI	Source of Estimate	Date
<b>Tower Access Points</b>					
5 Ghz Antenna System	\$ 3,992	\$ 2,747	\$ 1,245	Rural Broadband Network Services	8/11/2020
5G-LTU Access Point	\$ 9,576	\$ 6,589	\$ 2,987	Rural Broadband Network Services	8/11/2020
UBNT Tower Switch	\$ 1,060	\$ 729	\$ 331	Rural Broadband Network Services	8/11/2020
Jumpers	\$ 168	\$ 116	\$ 52	Rural Broadband Network Services	8/11/2020
3GHz AP w Integrated Ant	\$ 60,000	\$ 41,286	\$ 18,714	Rural Broadband Network Services	8/11/2020
5G DC Surge Supp	\$ 2,480	\$ 1,706	\$ 774	Rural Broadband Network Services	8/11/2020
Cambium DC Power Supply	\$ 1,280	\$ 881	\$ 399	Rural Broadband Network Services	8/11/2020
Synch Generator	\$ 1,786	\$ 1,229	\$ 557	Rural Broadband Network Services	8/11/2020
Power Cable	\$ 800	\$ 550	\$ 250	Rural Broadband Network Services	8/11/2020
TVWS AP with Integrated Ant	\$ 60,000	\$ 41,286	\$ 18,714	Rural Broadband Network Services	8/11/2020
5G Tower Switch	\$ 1,060	\$ 729	\$ 331	Rural Broadband Network Services	8/11/2020
6 Harmonics Jumpers	\$ 168	\$ 116	\$ 52	Rural Broadband Network Services	8/11/2020
Fiber Cable	\$ 4,000	\$ 2,752	\$ 1,248	Rural Broadband Network Services	8/11/2020
<b>Ground Sitework</b>					
Air conditioned enclosure	\$ 8,000	\$ 5,505	\$ 2,495	Rural Broadband Network Services	8/11/2020
Router with SFP	\$ 7,400	\$ 5,092	\$ 2,308	Rural Broadband Network Services	8/11/2020
Power System with Battery	\$ 5,000	\$ 3,441	\$ 1,560	Rural Broadband Network Services	8/11/2020
10kw Generator - Propane	\$ 11,000	\$ 7,569	\$ 3,431	Rural Broadband Network Services	8/11/2020
<b>Tower &amp; Build</b>					
198 foot monopole tower	\$ 258,210	\$ 177,674	\$ 80,536	Mountain Valley Tower Services	5/18/2018
Construction installation	\$ 159,440	\$ 109,711	\$ 49,729	Mountain Valley Tower Services	5/18/2018
Permits	\$ 3,000	\$ 2,064	\$ 936	Mountain Valley Tower Services	5/18/2018
<b>Backhaul network</b>					
1Gbs+ Backhaul radios systems	\$ 48,000	\$ 33,029	\$ 14,971	Rural Broadband Network Services	8/11/2020
Installation cost	\$ 3,000	\$ 2,064	\$ 936	Rural Broadband Network Services	8/11/2020
<b>CPE</b>					
UBNT LTU 5G	\$ 50,000	\$ 34,405	\$ 15,595	Rural Broadband Network Services	8/11/2020
Cambium CBRS 5G	\$ 50,000	\$ 34,405	\$ 15,595	Rural Broadband Network Services	8/11/2020
6 Harmonics	\$ 20,000	\$ 13,762	\$ 6,238	Rural Broadband Network Services	8/11/2020
<b>Grand total</b>	<b>\$ 769,420</b>	<b>\$ 529,438</b>	<b>\$ 239,982</b>		

**5G Cost tower build out costs**

Tower AP	5 Ghz	Antenna System	4	\$499	\$1,996
	5G-LTU	Access Point	12	\$399	\$4,788
	UBNT	Tower Switch	1	\$530	\$530
		Jumpers	12	\$7	\$84
	3Ghz	AP w Integrated Ant	4	\$7,500	\$30,000
	5G	DC Surge Supp	4	\$310	\$1,240
	Cambium	DC Power supply	4	\$160	\$640
		Sync Generator	4	\$223	\$893
		Power cable	800	\$1	\$400
	TVWS	AP with Integrated Ant	4	\$7,500	\$30,000
5G	Tower Switch	1	\$530	\$530	
6 Harmonics	Jumpers	12	\$7	\$84	
	Fiber Cable	800	\$3	\$2,000	
Ground	Air Conditioned enclosure	1	\$4,000	\$4,000	
	Router with SFP	1	\$3,700	\$3,700	
	Power system with Battery	1	\$2,500	\$2,500	
	10kw Generator Propane	1	\$5,500	\$5,500	
Tower and build	198 Foot Mono pole	1	\$129,105	\$129,105	
	Construction installation	1	\$79,720	\$79,720	
	Permits	1	\$1,500	\$1,500	
			<b>Tower total</b>	<b>\$299,210</b>	
Back haul network	1Gbs+ Backhaul radios systems	4	\$12,000	\$48,000	
	Installation Cost	4	\$750	\$3,000	
			<b>Back haul total</b>	<b>\$51,000</b>	
CPE	UBNT LTU 5G	125	\$400	\$50,000	
	Cambium CBRS 5G	125	\$400	\$50,000	
	6 Harmonics	50	\$400	\$20,000	
			<b>Starter CPE</b>	<b>\$120,000</b>	
Summary of total costs					
	New Towers fully equipment	2	\$299,210	\$598,420	
	Back haul network	4	\$12,750	\$51,000	
	CPE	300	\$400	\$120,000	
			<b>Total Project</b>	<b>\$769,420</b>	
			<b>HSL Contribution</b>	<b>\$120,000</b>	
			Net Grant Request	\$649,420	



**Tower quote from Mountain Valley Tower services**

<b>PROJECT :</b>	<b>Augusta County</b>		Mountain Valley Tower Service, Inc.
<b>Site Name &amp; I. D.</b>	<b>monopole</b>		2014 N. Augusta St.
<b>RFP#: OOC-RFP-TBD</b>	<b>5/18/2018</b>		Staunton, VA 24401
	<b>LABOR</b>	<b>ADDER:</b>	<b>Bidder's Comments</b>
<b>1) LAND IMPROVEMENTS</b>	<b>Whole Dollars Please</b>		
A) Site Work	\$4,500.00	\$7,400.00	80x80 compound
A1) Permitting	\$8,500.00	\$3,500.00	Site C.D.'s,
A2) Clearing			Sealed Tower drawings
B) Roads	\$3,120.00	\$2,880.00	200 linear feet estimate
C) Equipment Foundations	\$3,500.00	\$2,000.00	Highspeed equipment slab
C1) Ice Shield			
E) Fences/gates	\$10,600.00	\$8,600.00	8 'chain link with double 6' personnel gate
F) Electrical & Telco	\$6,200.00	\$4,650.00	New 4 gang meter center
F1) Conduits			
F2) Fiber Box			
G) Grounding	\$5,500.00	\$4,200.00	
H)			
I) Payment Bond (if required)			None
<b>2) TOWER</b>			198' monopole
A) Tower Erection	\$9,500.00	\$59,200.00	Highspeed antennas + 1 carrier
B) Tower Foundation (FFP)	\$14,500.00	\$25,500.00	oundation based on normal soils
C)			50 cu. Yd. est.
D) Ice Bridge	\$800.00	\$875.00	10'x 2' direct burial
<b>3) ANTENNA &amp; LINE</b>			
A) Antenna/Line Install & Test	\$7,500.00	\$4,800.00	
B) Antenna Mounts/Materials		\$5,500.00	Highspeed sector mounts
c) Waveguide Ladder/Materials			
<b>4) Equipment</b>			
A) Offload and Set Equipment - Provide Crane	\$5,500.00		
<b>Sub Totals:</b>	<b>\$79,720.00</b>	<b>\$129,105.00</b>	
<b>GRAND TOTAL of Labor &amp; Materials:</b>	<b>\$208,825.00</b>		



(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0017649732 | Data as of: Jun 30, 2020 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Aug 17, 2020 09:42:12

### Filer Identification

Section	Question	Response
Filer Information	Company Name	Rural Broadband Network Services LLC
	Holding Company Name	Rural Broadband Network Services LLC
	SAC ID	
	499 ID	830432
Data Contact Information	Data Contact Name	Mark Lammert
	Data Contact Phone Number	(407) 794-3488
	Data Contact E-mail	regulatory@csilongwood.com
Emergency Operations Contact Information	Emergency Operations Name	Alex Phillips
	Emergency Operations Phone Number	(540) 908-3993
	Emergency Operations E-mail	highspeedlink@gmail.com
Certifying Official Contact Information	Certifying Official Name	Alex Phillips
	Certifying Official Phone Number	(540) 908-3993
	Certifying Official E-mail	highspeedlink@gmail.com

### Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	RuralBB_Deployment_022020.csv	Aug 17, 2020 09:39:05	15017
Fixed Broadband Subscription	RBB_FCC477_DataSubs.csv	Aug 17, 2020 09:34:22	261

### Fixed Broadband Deployment

#### Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	Blocks
Virginia	HighSpeedLink.net	Terrestrial Fixed Wireless	14998
West Virginia	HighSpeedLink.net	Terrestrial Fixed Wireless	19
<b>Total</b>			<b>15017</b>

#### Fixed Broadband Subscriptions by State, Technology and End-user Type

State	Technology	Census Tracts	Subscriptions
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## Fixed Broadband Subscription

			Consumer	Business / Govt	Total
Virginia	Terrestrial Fixed Wireless	261	628	76	704
<b>Total</b>		<b>261</b>	<b>628</b>	<b>76</b>	<b>704</b>

### Fixed Broadband Subscriptions by Bandwidths and End-user Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
3.000	1.500	100	0	100
3.000	3.000	1	0	1
4.500	3.000	79	0	79
5.000	2.500	0	36	36
5.000	3.000	34	0	34
6.000	3.000	123	0	123
6.000	6.000	0	1	1
7.500	3.000	45	0	45
9.000	3.000	81	0	81
10.000	3.000	44	0	44
10.000	5.000	0	18	18
10.000	10.000	0	2	2
12.000	4.000	78	0	78
15.000	5.000	20	0	20
15.000	7.500	0	2	2
15.000	8.000	4	0	4
20.000	5.000	11	0	11
20.000	10.000	0	9	9
25.000	3.000	8	0	8
25.000	10.000	0	1	1
25.000	12.500	0	3	3
40.000	20.000	0	1	1
45.000	22.000	0	1	1
50.000	10.000	0	1	1
55.000	25.000	0	1	1
<b>Total</b>		<b>628</b>	<b>76</b>	<b>704</b>

### Fixed Broadband Subscriptions by Technology, Bandwidths and End-user Type

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
Terrestrial Fixed Wireless	3.000	1.500	100	0	100

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	3.000	3.000	1	0	1
	4.500	3.000	79	0	79
	5.000	2.500	0	36	36
	5.000	3.000	34	0	34
	6.000	3.000	123	0	123
	6.000	6.000	0	1	1
	7.500	3.000	45	0	45
	9.000	3.000	81	0	81
	10.000	3.000	44	0	44
	10.000	5.000	0	18	18
	10.000	10.000	0	2	2
	12.000	4.000	78	0	78
	15.000	5.000	20	0	20
	15.000	7.500	0	2	2
	15.000	8.000	4	0	4
	20.000	5.000	11	0	11
	20.000	10.000	0	9	9
	25.000	3.000	8	0	8
	25.000	10.000	0	1	1
	25.000	12.500	0	3	3
	40.000	20.000	0	1	1
	45.000	22.000	0	1	1
	50.000	10.000	0	1	1
	55.000	25.000	0	1	1
<b>Total</b>			<b>628</b>	<b>76</b>	<b>704</b>

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51165011400	70	3	1.5	1	1
51165011400	70	5	2.5	1	0
51165011400	70	12	4	1	1
51165011400	70	10	5	1	0
51165011400	70	20	10	1	0
51165011400	70	25	12.5	1	0
51165011500	70	6	3	1	1
51165011500	70	12	4	2	2

51165011600	70	3	1.5	1	1
51165011600	70	5	2.5	3	0
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51165011600	70	6	3	1	1
51165011600	70	9	3	2	2
51165011600	70	10	3	1	1
51165011600	70	25	3	1	1
51165011600	70	12	4	2	2
51165011600	70	10	5	1	0
51165011600	70	15	5	1	1
51165011600	70	25	12.5	1	0
51165011700	70	3	1.5	2	2
51165011700	70	4.5	3	1	1
51165011700	70	6	3	4	4
51165011700	70	7.5	3	2	2
51165011700	70	9	3	2	2
51165011700	70	10	5	2	0
51165011800	70	3	1.5	2	2
51165011800	70	3	1.5	1	1
51165011800	70	4.5	3	2	2
51165011800	70	6	3	11	11
51165011800	70	7.5	3	4	4
51165011800	70	9	3	7	7
51165011800	70	10	3	1	1
51165011800	70	12	4	8	8
51165011800	70	10	5	1	0
51165011800	70	15	5	1	1
51165011800	70	20	5	2	2
51165011900	70	5	2.5	1	0
51165011900	70	4.5	3	4	4
51165011900	70	6	3	2	2
51165011900	70	7.5	3	1	1
51165011900	70	9	3	3	3
51165011900	70	12	4	3	3
51165011900	70	10	5	1	0
51165012000	70	9	3	2	2
51165012000	70	25	3	1	1
51165012000	70	12	4	1	1
51171040600	70	5	2.5	1	0
51171040800	70	3	1.5	1	1
51171040800	70	9	3	1	1
51171040800	70	10	3	1	1
51660000101	70	5	2.5	2	0
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51660000101	70	10	3	1	1
51660000101	70	12	4	1	1
51660000101	70	10	5	2	0

51660000102	70	5	2.5	1	0
51660000102	70	10	3	1	1
51660000102	70	10	5	1	0
51660000203	70	5	2.5	3	0
51660000203	70	4.5	3	1	1
51660000203	70	10	5	2	0
51660000204	70	5	2.5	1	0
51660000205	70	5	2.5	3	0
51660000205	70	12	4	1	1
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51660000302	70	3	3	1	1
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51660000302	70	55	25	1	0
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51660000402	70	5	3	1	1
51660000402	70	6	3	2	2
51660000402	70	7.5	3	1	1
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51660000402	70	12	4	4	4
51660000402	70	10	5	1	0
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51840000100	70	10	10	2	0



(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0017649732 | Data as of: Dec 31, 2019 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Feb 20, 2020 15:02:06

### Filer Identification

Section	Question	Response
Filer Information	Company Name	Rural Broadband Network Services LLC
	Holding Company Name	Rural Broadband Network Services LLC
	SAC ID	
	499 ID	830432
Data Contact Information	Data Contact Name	Mark Lammert
	Data Contact Phone Number	(407) 260-1011
	Data Contact E-mail	regulatory@csilongwood.com
Emergency Operations Contact Information	Emergency Operations Name	Alex Phillips
	Emergency Operations Phone Number	(540) 908-3993
	Emergency Operations E-mail	highspeedlink@gmail.com
Certifying Official Contact Information	Certifying Official Name	Alex Phillips
	Certifying Official Phone Number	(540) 908-3993
	Certifying Official E-mail	highspeedlink@gmail.com

### Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	RuralBB_Deployment_022020.csv	Feb 20, 2020 14:58:10	15017
Fixed Broadband Subscription	fcc477_20200211_RBNS_Dec2019.csv	Feb 20, 2020 15:00:33	253

### Fixed Broadband Deployment

#### Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	Blocks
Virginia	HighSpeedLink.net	Terrestrial Fixed Wireless	14998
West Virginia	HighSpeedLink.net	Terrestrial Fixed Wireless	19
Total			15017

#### Fixed Broadband Subscriptions by State, Technology and End-user Type

State	Technology	Census Tracts	Subscriptions
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## Fixed Broadband Subscription

			Consumer	Business / Govt	Total
Virginia	Terrestrial Fixed Wireless	253	638	78	716
<b>Total</b>		<b>253</b>	<b>638</b>	<b>78</b>	<b>716</b>

### Fixed Broadband Subscriptions by Bandwidths and End-user Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
3.000	1.500	106	0	106
3.000	3.000	1	0	1
4.500	3.000	84	0	84
5.000	2.500	0	39	39
5.000	3.000	40	0	40
6.000	3.000	138	0	138
6.000	6.000	0	1	1
7.500	3.000	47	0	47
9.000	3.000	76	0	76
10.000	3.000	37	0	37
10.000	5.000	0	19	19
10.000	10.000	0	2	2
12.000	4.000	74	0	74
15.000	5.000	21	0	21
15.000	7.500	0	1	1
15.000	8.000	3	0	3
20.000	5.000	9	0	9
20.000	10.000	0	9	9
25.000	3.000	2	0	2
25.000	10.000	0	1	1
25.000	12.500	0	2	2
30.000	15.000	0	1	1
45.000	22.000	0	1	1
50.000	10.000	0	1	1
55.000	25.000	0	1	1
<b>Total</b>		<b>638</b>	<b>78</b>	<b>716</b>

### Fixed Broadband Subscriptions by Technology, Bandwidths and End-user Type

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
Terrestrial Fixed Wireless	3.000	1.500	106	0	106

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	3.000	3.000	1	0	1
	4.500	3.000	84	0	84
	5.000	2.500	0	39	39
	5.000	3.000	40	0	40
	6.000	3.000	138	0	138
	6.000	6.000	0	1	1
	7.500	3.000	47	0	47
	9.000	3.000	76	0	76
	10.000	3.000	37	0	37
	10.000	5.000	0	19	19
	10.000	10.000	0	2	2
	12.000	4.000	74	0	74
	15.000	5.000	21	0	21
	15.000	7.500	0	1	1
	15.000	8.000	3	0	3
	20.000	5.000	9	0	9
	20.000	10.000	0	9	9
	25.000	3.000	2	0	2
	25.000	10.000	0	1	1
	25.000	12.500	0	2	2
	30.000	15.000	0	1	1
	45.000	22.000	0	1	1
	50.000	10.000	0	1	1
	55.000	25.000	0	1	1
<b>Total</b>			<b>638</b>	<b>78</b>	<b>716</b>

**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE (this "Lease")** dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

**Property Owner of** \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(the "Landlord")

OF THE FIRST PART

**- AND -**

**Rural Broadband Network Services LLC of 1528 Country Club Rd Harrisonburg VA 22802**

Telephone: (540) 908-3993

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at Tower Location, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
  - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the

Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the commercial premises at Tower Location which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease.

f. "Rent" means the total of Base Rent and Additional Rent.

#### Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

#### Leased Premises

3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as Tower Location, (the "Premises") which is located approximately as shown in red on Schedule

"A" attached to and incorporated in the Lease.

The Premises will be used for only the following permitted use (the "Permitted Use"):

Placement of an 80x80 foot fenced-in compound, electrical easements, road access easements and sublease.

4. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: \_\_\_\_\_ Road access from the public road to the private road with gate access, to the tower location. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's space.

#### Term

5. The term of the Lease commences at 12:00 noon on August 1, 2020 and ends at 12:00 noon on August 31, 2025 (the "Term").
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

#### Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent based on the Additional Clauses below (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
8. The Tenant will pay the Base Rent on or before the 5th of each and every month of the Term to the Landlord at \_\_\_\_\_, or at such other place as the Landlord may later designate.
9. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

#### Use and Occupation

10. The Tenant will carry on business under the name of HighSpeedLink.net and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully

fixtures, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

11. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

#### Quiet Enjoyment

12. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

#### Distress

13. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

#### Overholding

14. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

#### Additional Rights on Reentry

15. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:

- i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
  1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
  2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

#### Renewal of Lease

16. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

#### Tenant Improvements

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - b. removing or adding walls, or performing any structural alterations;

- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

#### Abandonment

18. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

#### Governing Law

19. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

20. If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Virginia (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

21. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
22. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
23. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
24. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
25. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

26. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

27. Tenant will actively find Cell Phone or other tenants to sublease and split the net rental income 50/50 with the Landlord.
28. Tenant will provide the Landlord HighSpeed Internet access either at the location of the lease or at a location of the Landlords choosing within the Tenant's network foot print.

#### Maintenance

29. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
30. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

#### Care and Use of Premises

31. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
32. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
33. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
34. The Tenant will not engage in any illegal trade or activity on or about the Premises.
35. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

#### Surrender of Premises

36. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

#### Hazardous Materials

37. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

38. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

39. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

40. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

41. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

42. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

43. Time is of the essence in this Lease.

44. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Property Owner (Landlord)

Rural Broadband Network Services LLC (Tenant)

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_ (SEAL)