

Application to DHCD Submitted through CAMS

New Kent County

New Kent County Broadband Expansion Project

Application ID: 75708112020161600
Application Status: In Progress - DHCD
Program Name: Virginia Telecommunications Initiative 2021
Organization Name: New Kent County
Organization Address: 12007 Courthouse Circle
New Kent, VA 23124-2242
Profile Manager Name: Krista Eutsey
Profile Manager Phone: (804) 966-9683
Profile Manager Email: kmeutsey@newkent-va.us

Project Name: New Kent County Broadband Expansion Project
Project Contact Name: Rodney Hathaway
Project Contact Phone: (804) 966-9683
Project Contact Email: rahathaway@newkent-va.us
Project Location: 12007 Courthouse Circle
New Kent, VA 23124-2242
Project Service Area: New Kent County

Total Requested Amount: \$4,533,206.00
Required Annual Audit Status: No Current Audits Found

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Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
Telecommunications	\$4,533,206.00	\$1,568,680.00	\$6,101,886.00
Construction	\$4,533,206.00	\$1,505,850.00	\$6,039,056.00
Other: Marketing - Print Materials	\$0.00	\$2,000.00	\$2,000.00
Other: Marketing - Mailings	\$0.00	\$1,500.00	\$1,500.00
Other: Marketing - News Paper Ads	\$0.00	\$2,000.00	\$2,000.00
Other: Project Management	\$0.00	\$57,330.00	\$57,330.00
Total:	\$4,533,206.00	\$1,568,680.00	\$6,101,886.00

Budget Narrative:

A detailed cost breakdown is included in the Cost Derivation attachment. New Kent County is requesting \$4,533,206 in VATI Grant funding. Cox Communications will be contributing \$1,243,680 in matching funding, and New Kent County will be providing \$325,000 in matching funding for a total project cost of \$6,101,886. New Kent County's matching funds includes \$262,170 towards construction cost, \$2,000 towards print materials to market the new service to residents, \$1,500 for mailings, and \$2,000 to advertisements that will be ran in local newspapers. The County also will contribute \$57,330 in project management cost. The breakdown for the project management cost is below. Project Management: County Administrator - 78 weeks x 9 hours per week x \$61 per hour = \$42,822 Administrative Assistant - 78 weeks x 6 hours per week x \$31 per hour = \$14,508

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:

in 2019 New Kent County hired Rural Broadband Consulting, LLC to develop a New Kent County Broadband Strategic Plan. A significant component of that plan involved defining and identifying the Broadband need in the County, which was accomplished through citizen surveys, research of served and unserved areas, and conversations with existing providers. Through this process we were able to identify the areas of most need and develop a plan to expand broadband service to the entire County. The areas selected for this grant application are very rural areas of the County, and are a critical strategic step in reaching our goal of providing broadband service to the entire County. The majority of the project area has no broadband service, with very limited portion of the area being served by Verizon DSL, which is currently at capacity and no new users are being accepted at this time. The areas identified in the grant application are very rural and without grant opportunities such as VATI or

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significant financial contributions from the County, it will be many years until service reaches the project area. The project area involves the northwest portion of the County which has been an area of opportunity for several years. Requests from citizens over the years have brought much attention to this area which includes Old Church Road (including the White House Farms subdivision), Crumps Mill Road, Tunstall Road and the surrounding side streets. Additionally, the Barhamsville area in the eastern portion of the County continues to be an area of opportunity for connectivity and is an area with the highest density of unserved in the County. There are 698 homes and 58 lots without access to broadband internet speeds in these areas of the County.

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

Answer:

New Kent County conducted a community survey during the development of the New Kent County Strategic Broadband Plan in 2019. The survey results indicated that there is limited Verizon DSL service in portions of the project area. We have determined that DSL is not suitable for future needs as it is limited in speeds, distance, and reliability. Verizon has made it clear publicly they have no interest in maintaining nor upgrading their copper infrastructure. The County has a franchise agreement with COX Communications, but currently service is not located in the project area. The franchise agreement, as all cable franchises, is based on cable television service and not broadband. The Franchise agreement includes a buildout requirement, however, it is limited to areas with housing densities of 25 homes per linear mile and within a "reasonable distance" from an existing cable plant. The proposed project will provide access to multiple levels of high-speed broadband, including Cox's GIGABLAST product (940 Mbps/35 Mbps), to 698 homes and 58 lots which in addition to everyday use will also support home-based businesses, telecommuting, telehealth, and virtual learning.

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:

There are currently no areas within the project area or within the County that has received funding from federal grant programs such as Connect American Funds II, ReConnect, and Community Connect. Please see the attachment 2 - "Documentation on Federal Funding Area" to see the Rural Digital Opportunity Fund (RDOF) eligible census blocks located in the proposed project area.

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:

Based on community surveys that were conducted during the 2019 New Kent County Broadband Strategic Planning process and data provided by Cox Communications, there is no service within the project area with

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speeds of greater than 25/3 mbps.

5. Total Passings: Provide the number of total serviceable units in the project area. Applicants are encouraged to prioritize areas lacking 10 Megabits per second download and 1 Megabits per second upload speeds, as they will receive priority in application scoring. For projects with more than one service area, each service area must have delineated passing information. Label Attachment: Attachment 4 – Passings Form

a. Of the total number of passings, provide the number of residential, business, non-residential, and community anchors in the proposed project area. Describe the methodology used for these projections.

b. Provide the number of serviceable units in the project area that have 10/1 mbps or less. Describe the methodology used for these projections.

Answer:

a. There are 698 residential homes and 58 non-residential lots. The non-residential lots consist of 15 religious institutions, 1 private school, 12 businesses, 30 non-residential lots. Please see attachment 4 titled, Passings Form for a detailed breakdown of the types of lots that will have access to high speed broadband as a result of this project.

b. Based on results from a 2019 community survey and data collected from the strategic planning process there are approximately 3,017 homes in the County and 306 businesses that have internet speeds of 10/1 mbps or less. It is projected that in the proposed project area there are 340 lots that would be classified as unserved, having internet speeds of 10/1 mbps or less. The remainder would fall in the underserved area, utilizing Verizon DSL, Satellite, and hotspots.

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:

Not Applicable.

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

Answer:

The proposed project and construction will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Cox Communications; it will be capable of providing residential and business customers with download speeds of up to 940 Mbps and upload speeds of up to 35 Mbps through the Docsis 3.1 platform.

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Cox provides internet speeds ranging from 10Mbps/1Mbps to up to 940 Mbps/35Mbps. Cox continues to offer a 10Mbps/1Mbps service tier as a low-cost option, ideal for up to three devices and light web surfing, email, and social networking; this is an economical solution for customers who don't want to pay for higher speeds they don't need and won't use.

Residential Pricing Structure:

Package	Speed (up to)	Rack Rate (monthly)	New Customer Promo (monthly)
Starter 10	10/1 Mbps	\$44.99	\$29.99
Connect2Compete*	25/3 Mbps	\$9.95	\$9.95
Straight Up Internet	25/3 Mbps	\$50.00	\$50.00
Essential 50	50/3 Mbps	\$65.99	\$39.99
Preferred 150	150/10 Mbps	\$83.99	\$59.99
Ultimate 500	500/10 Mbps	\$99.99	\$79.99
Gigablast	940/35Mbps	\$119.99	\$99.99

*for qualifying families

Prices include monthly charges and applicable discounts. Promotional pricing may differ depending on the customer's decision to bundle services and expiration of/changes to promotional pricing. One-time charges, activation fees and monthly equipment fees may apply. Business/Commercial Internet Pricing Structure:

Cox Business also offers customized enterprise internet solutions, dedicated

fiber, HFC internet, and managed WiFi solutions to meet individual needs of businesses. With symmetrical speeds of up to 10+ Gbps, there are solutions to support any size business.

In response to the increase of residents shifting to a work-from-home model, Cox Business launched an enterprise-grade work-at-home connectivity solution which would be available to residents benefiting from this last mile extension. This is a separate internet connection that would go directly to the employee's home and will have the capability to provide remote staff with company-provided services, including broadband, WiFi, McAfee endpoint

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security

and MalBlock to help ensure staff members have the same options for connectivity they would have if they were

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

Answer:

Cox's highly redundant and resilient network is managed around the clock by a full staff of nationwide network professionals that can holistically monitor and manage the Cox network both physically from network operation centers and 100 percent virtually, if needed. Their forward-thinking network management and service assurance philosophy means they have software-enabled and virtualized significant portions of their network to proactively and reactively solve any temporary customer and network issues in a timely and efficient manner.

Cox operates a high-speed, national fiber optic backbone comprised of tens of thousands of fiber miles. The backbone is self-healing through strategic deployment of core infrastructure components. Multiple diverse connections help ensure backbone locations are not isolated in the event of an outage and that they maintain ample capacity to handle peak traffic periods. Their experience includes keeping customers online and connected during wildfires, mudslides, severe weather events and numerous other natural disasters.

Through the video franchise with New Kent County, Cox Communications has built and maintained a hybrid fiber-coax (HFC) network in the County for 20 years for distribution of the company's services (voice, video, data, security, business services) to its subscribers. The technology connects our subscribers to one of the company's 21 critical facilities located in Virginia. These critical facilities contain the company's core network hardware and connections to the internet and public switched telephone network. All network hardware and network connections in our critical facilities have at least two layers of redundancy.

Hybrid fiber coaxial (HFC) networks send signals from the Cox's critical facilities to the communities we service through fiber optic cables. At the local community, a box called an optical node translates the signal from a light beam to radio frequency (RF) and sends it over coaxial cable lines for distribution to our residential and business subscribers. The fiberoptic backbone feeding the communities we service provide adequate bandwidth to allow for timely future expansion and new bandwidth-intensive services.

Cox trains and employs engineers and technicians to ensure we maintain a 99.999% network reliability. Again, the network and hubsite are monitored both locally and nationally 24 hours a day and 365 days a year.

The company constantly monitors its network and upgrades accordingly in order to meet subscriber demand. Typical surges in broadband traffic occur in the evenings, on weekends and on holidays. In light of the recent COVID crisis and the number of individuals working from home and students connecting virtually for their education, Cox implemented their processes for peak use to respond appropriately to meet the demand from this shift in usage. They've also successfully virtualized their network operations by executing long-term business continuity strategies, implementing new leading-edge collaboration and predictive analytic tools, providing full

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functionality mobile workstations and equipping their network operations teams with robust tools to work remotely.

9. Project Readiness

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

Answer:

The County and Cox have been reviewing broadband expansion opportunities on an ongoing basis. The areas chosen for Phase I have been identified as highest priority.

The attached project management plan demonstrates a commitment to reach the 2021 completion date with a steady and phased-in process to include: creating project account, performing field survey for construction, completing Dominion Power pole application process, designing project, securing VDOT permits and private property easements, ordering project materials, setting power supply units, performing aerial and underground construction, activating the network, and releasing the addresses. Cox Communications personnel overseeing the planning and construction phases have thoroughly reviewed the project management plan and timeline to confirm that all resources are available to complete the project by the required timeframe.

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:

Matching funds total 25% of the total project cost. Cox Communications has pledged a total of \$1,243,680 (20% match) towards the construction cost of the project. New Kent County has pledged \$325,000 (5% match) towards the project cost. New Kent County's match will consist of the following: \$262,170 towards the cost of construction; \$5,500 for marketing; and \$57,330 for project management. The total project cost is \$6,101,886, and the total VATI grant request is \$4,533,206. Please see attachment 9 - Documentation of Match Funding for additional details.

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

Answer:

New Kent County will continue to work with Cox Communications to explore opportunities to reduce project cost by sharing resources and working with other utility companies to find cost savings.

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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:

a. The residents of New Kent have been very vocal over the past several years regarding the need for reliable broadband connectivity. Cox actively promotes its products and services in New Kent through a multi-faceted marketing campaign that includes both direct and indirect sales, outdoor billboards, digital advertising and television commercials (<https://www.youtube.com/watch?v=v6dzz-17pK4>). This build will benefit from all national and local advertising investments by Cox Communications.

In addition to traditional marketing, Cox is also a strong supporter of local business and nonprofits through sponsorships at large venues and events that attract attendees from all across the region like the Virginia Beach Amphitheater, ODU Football, the Patriotic Festival and Something in the Water.

Cox's YouTube channel is full of commercials, PSAs, and videos highlighting products, services, and community support programs, too.

Cox and New Kent will also work together on a public relations plan to announce the award and the extension of service throughout the county to bring awareness including but not limited to a joint press release and media event (in-person or virtual based on current conditions).

Finally, Cox has been serving New Kent for more than 20 years with local employees servicing homes and businesses throughout the region. The Cox brand is well-recognized as a local technology leader and a company that is committed to the communities it serves.

New Kent County also plans to promote this service by way of social media, ads in the New Kent Charles City Chronicle (local newspaper), mailings, and various other forms of print materials.

b. Cox has several resources for families and businesses in support of digital literacy and maximizing broadband capabilities. This summer, Cox announced a new digital learning platform available to Connect2Compete customers to keep kids engaged in academics while they're out of school. MyFuture is The Boys & Girls Clubs of America's digital platform that empowers children and teens to learn new skills, share accomplishments and earn recognition and rewards via gamification in a safe and fun online environment. This tool is accessible from Cox's

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Digital Academy, our online learning platform full of computer literacy tips, education videos, tutorials and interactive games. The Digital Academy is a collaboration between several partners, including the American Library Association, DigitalLearning.org, Common Sense media, and Connect Home.

Cox's YouTube channel (youtube.com/user/CoxCommTV) has a ton of resources available to customers including how to get the most out of their products and how to troubleshoot simple issues with technology like resetting a modem.

For business customers, CoxBlue.com has a ton of resources for small and medium sized businesses – everything from blog posts on small business trends to how to reopen your business after a shutdown.

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:

Project Management Team

New Kent County Fiscal Agent: Rebecca Guthrie, Financial Services Director

New Kent County Grant/Project Manager: Rodney Hathaway, County Administrator

Cox Communications Project Manager: Anthony Crish, Planning & Construction Manager Cox Communications Government/New Kent Liaison: Sarah Buck, Public Affairs Manager

New Kent County is working with Cox Communications, a nationally recognized provider of broadband, digital cable television and other telecommunications services. Cox Communications is the third largest telecommunications corporation in the United States, serving more than 6 million homes and businesses. Cox and New Kent entered into their first cable television franchise agreement 20 years ago. Since that time the County and Cox have experienced a collaborative and mutually beneficial working relationship.

Cox Communications has made great progress in connecting unserved residents in New Kent as development continues in other parts of the County. However, certain rural areas continue to present great challenges; this grant opportunity presents viable means and solutions to expand services where it would otherwise be financially unfeasible.

Cox is familiar with the VATI grant process, being part of one of the first VATI awards made in 2016. Cox successfully partnered with Gloucester County to bring last mile service to more than 100 homes and businesses in a previously unserved area of the County.

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.

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

Answer:

As a nationwide company, Cox uses internal employees and corporate contracted resources to complete and perform the proposed work as outlined in this grant application. Cox is able to leverage its scale when it comes to the purchasing of equipment and establishing reasonable contract rates for additional labor as needed. Therefore, Cox has the benefit of not having to request quotes for individual projects; the costs are standard so they're able to build them in to the costs presented in the table provided and are not adjusted based on geographic location, project size, source of funding, or any other factors. Contracted rates are considered proprietary. It is our hope that this explanation will be sufficient in demonstrating to the review board that Cox has done its due diligence to negotiate rates that reflect a responsible use of resources both for the planning and completion of these last mile projects.

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:

- a. Total VATI funding request - \$4,533,206.00
- b. Number of serviceable units - 756
- c. Highest residential speed available in proposed project area - 940Mbps/35Mbps
- d. State cost per unit passed - \$5,996

16. Commonwealth Priorities

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

- a. How the proposed project fits into a larger plan to achieve universal broadband coverage for the locality. Explain the remaining areas of need in the locality and a brief description of the plan to achieve universal broadband coverage.
- b. Businesses, community anchors, or other passings in the proposed project area that will have a significant impact on the locality or region because of access to broadband.
- c. Unique partnerships involved in the proposed project. Examples include electric utilities, universities, and federal/state agencies.

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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:

a. Cox is actively evaluating broadband expansion builds in New Kent as the more rural parts of the County see increased development. Because of the density in the proposed project areas, additional funding support is necessary to justify expansion. Build to these 732 residential locations will jumpstart the overall plan to move New Kent closer to universal coverage. The County and Cox are working closely to finalize cost analysis and mapping exercises to identify expansion opportunities throughout New Kent.

b. The project area selected is determined to be the area of greatest need per our 2019 Community Survey. The area is rural consisting of mostly residential, there are 13 religious institutions, a k-3rd grade private school, and 30 other non residential lots that contain farm facilities, hunt clubs, and a State wildlife preserve.

c. The project will serve some of the most rural areas of the County, and as a result there were limited opportunities for unique partnerships as referenced in the examples from the question.

d. The Cox Connect2Compete program has been in place for 7 years. To date, more than 14,000 families in Virginia have benefited from the program by having access to a broadband-speed, in-home internet connection. Families with a student in k-12 that participate in government assistance programs like Head Start, NSLP, WIC, LIHEAP, SNAP, TANF or who live in government housing qualify for this service option.

In addition to Connect2Compete, Cox offers a variety of options for connectivity including a pay-as-you-go option called Straight Up internet which is 25/3 mbps in-home internet with wifi for \$50 per month. This option does not require a contract, credit check or deposit. A modem and all fees are included in the \$50 per month pricing.

In response to the COVID crisis in early 2020, Cox put several programs in place to help support residential and business customers respond to the pandemic and its uncertainty. Plans included offering a low-income internet tier with no annual contract and offering two months of free internet to new Connect2Compete customers. Cox was also able to set up a program to help third-party organizations (I.e., localities, non-profits) and businesses help pay for connectivity for families or employees in response to the pandemic.

Furthermore, Cox committed to supporting the FCC's Keep America Connected initiative by not terminating service to any residential or small business customer because of an inability to pay; waiving any late fees that residential or small business customers incurred because of their circumstances related to the pandemic; and opening Cox Wifi outdoor hotspots to help keep the public connected. A review of Cox's COVID-19 pandemic response efforts are included as an attachment.

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:

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- 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:

N/A

Attachments:

Two most recent Form 477 submitted to FCC

FCCForm477FinalVersion8172020103638.pdf

Optional

DocumentationofCost817202034044.pdf

Map(s) of project area, including proposed infrastructure

VATIPProjectAreaMap817202083235.pdf

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

RDOFEligibleCensusBlocks817202064524.pdf

Documentation that proposed project area is unserved based on VATI criteria

UnservedAreaDocumentation817202074921.pdf

Passings Form (Please use template provided)

PassingsForm6112020211323817202083718.pdf

Timeline/Project Management Plan

CoxManagementPlanandSchedule817202033605.pdf

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

NKCoxVATIMOU8172020103612.pdf

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Funding Sources Table

VATIFundingSourcesTable9242018933233815202043114817202084054.pdf

Documentation for match funding

NKCoxMatchingFundsLetters8172020125958.pdf

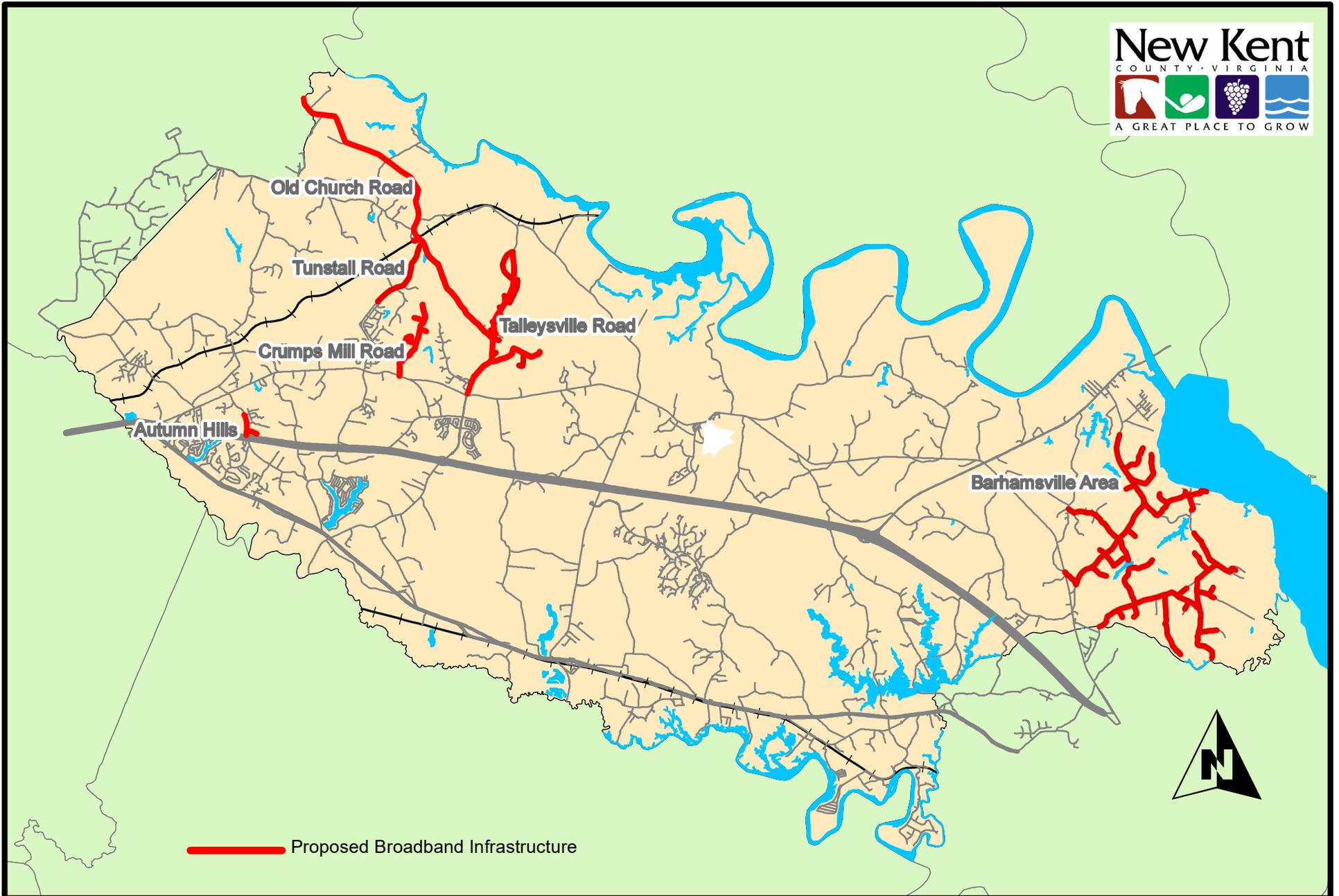
Derivation of Cost (Project Budget)

NewKentCountyBroadbandProjectCostDerivation817202074814.pdf

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

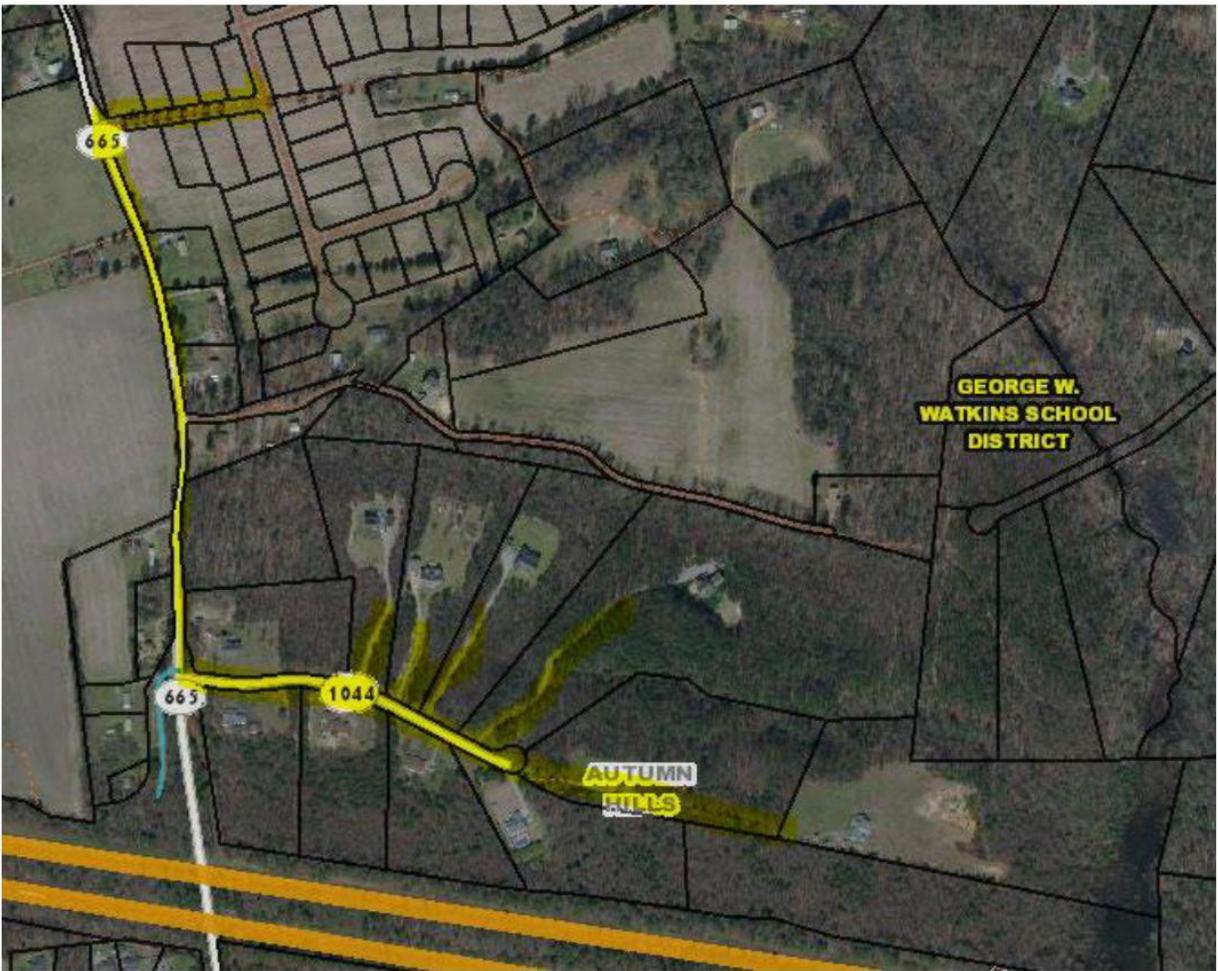
Derivationofcosts817202033634.pdf

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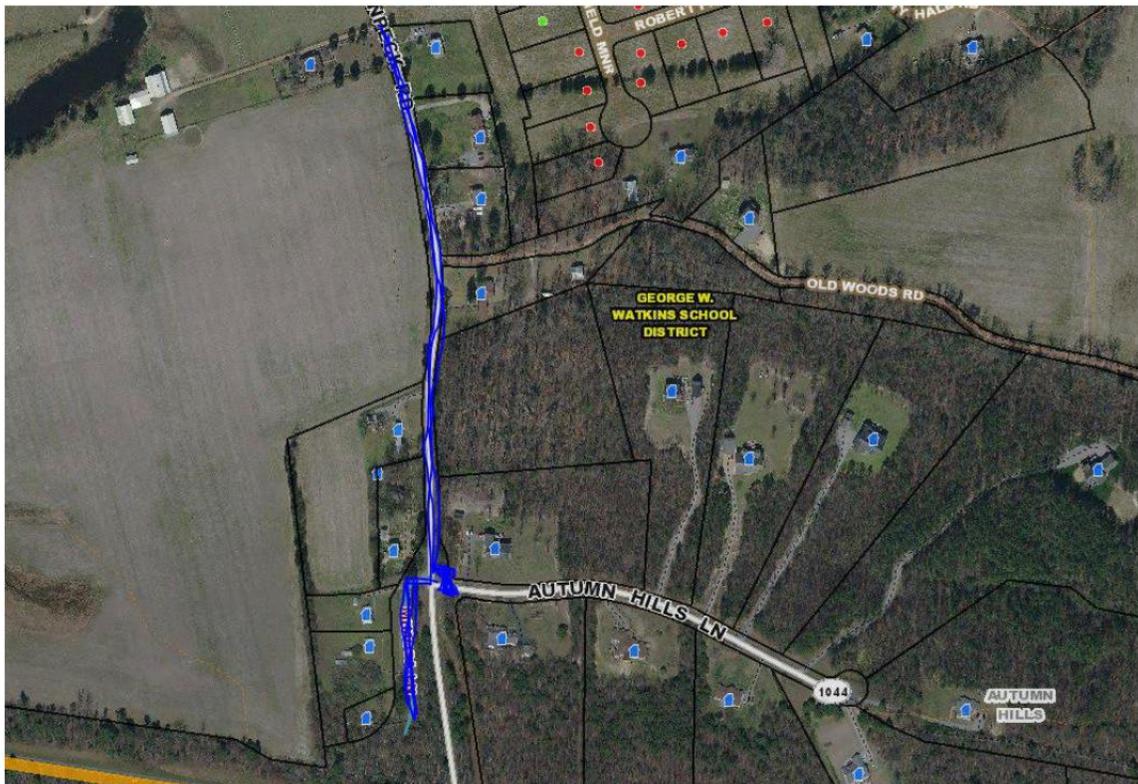


Autumn Hills – Henpeck Road

AUTUMN HILLS – HENPECK: Kingsfield Subdivision down Henpeck Rd. and to the homes on Autumn Hills



By backfeeding from Autumn Hills to Mimosa Ln. and Henpeck Rd., we can pick up 11 additional homes:



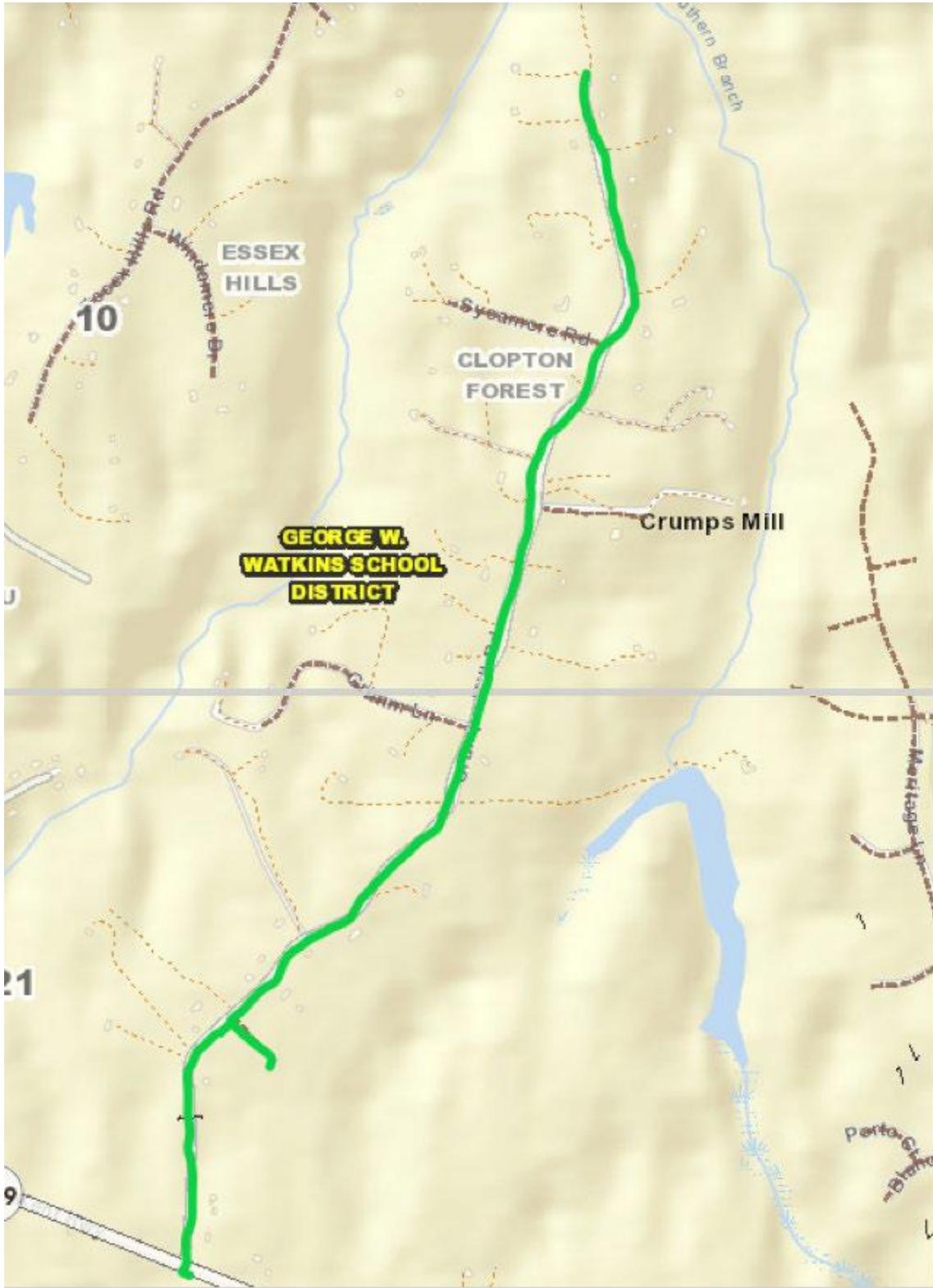
Old Church Road/Crumps
Mill Road/ Talleyville Road

MAPS: Crumps Mill, Old Church, White House

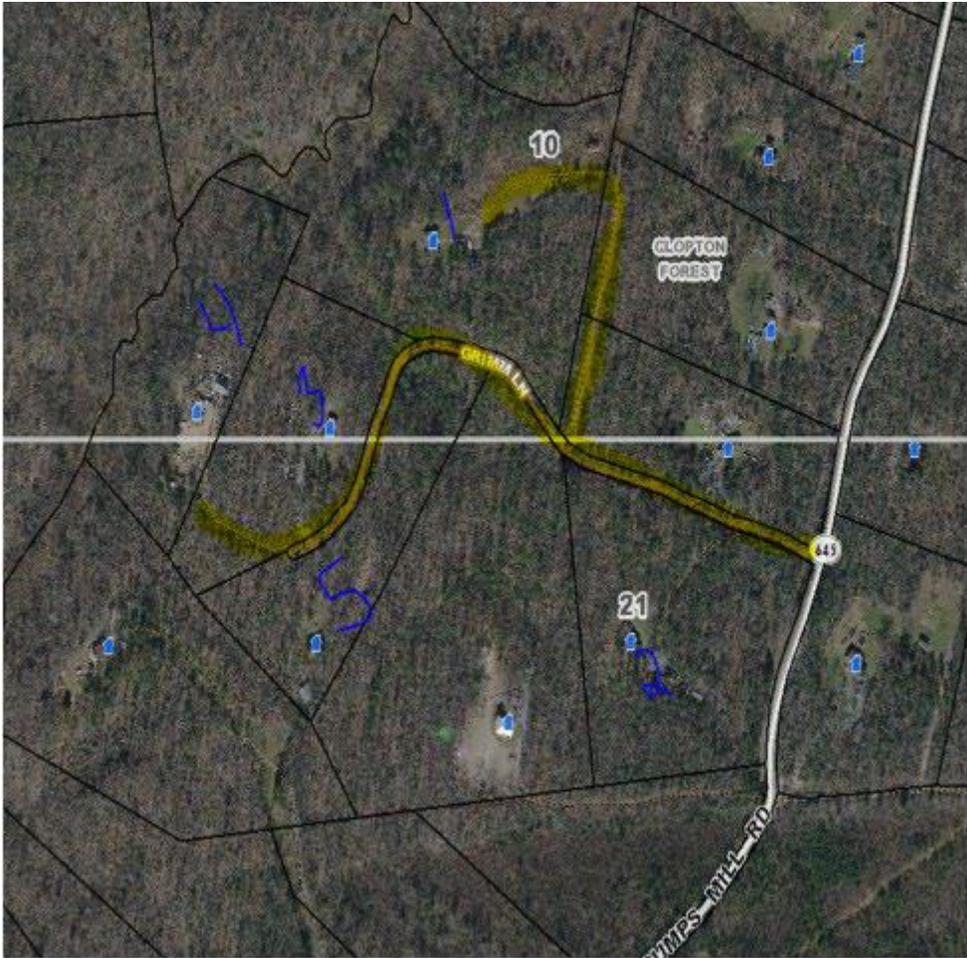
CRUMPS MILL OVERVIEW – Private Lanes will require separate easements



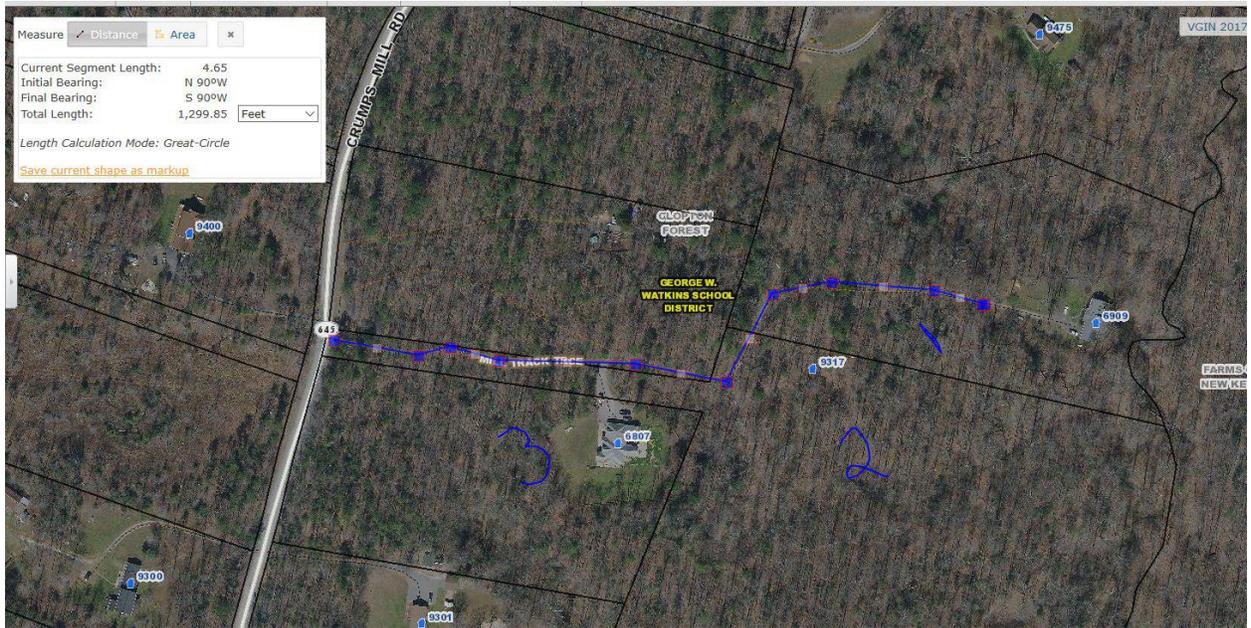
CRUMPS MILL



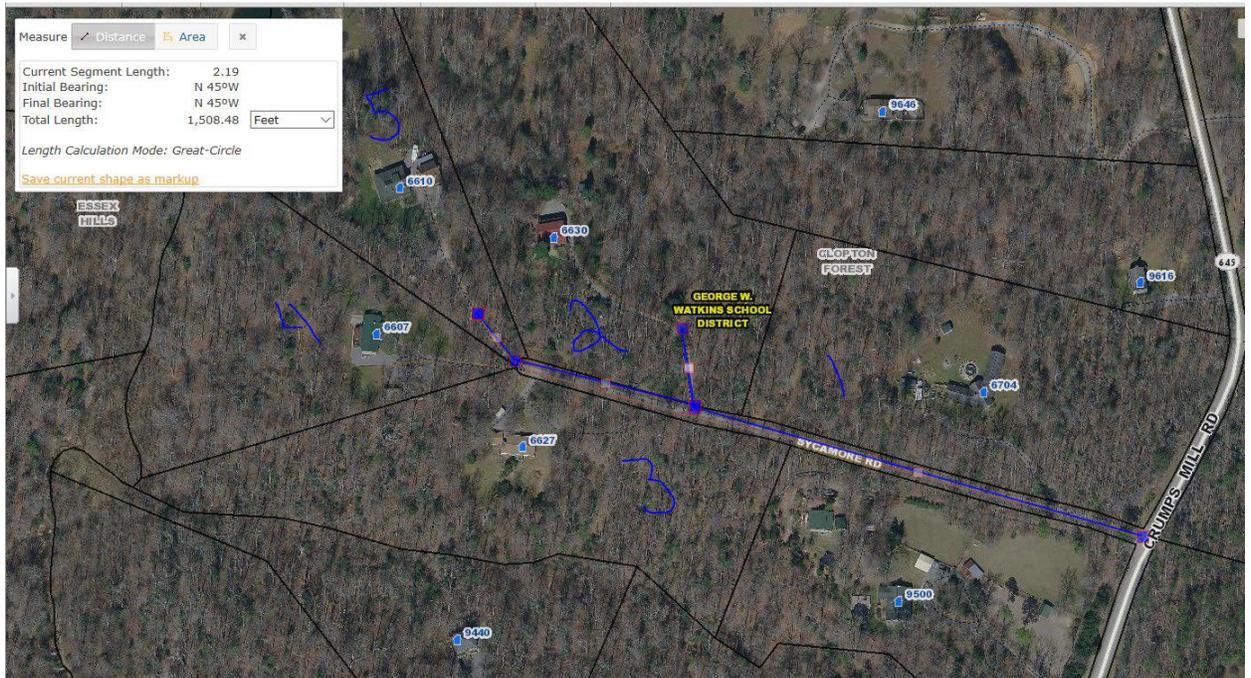
GRIMM LANE



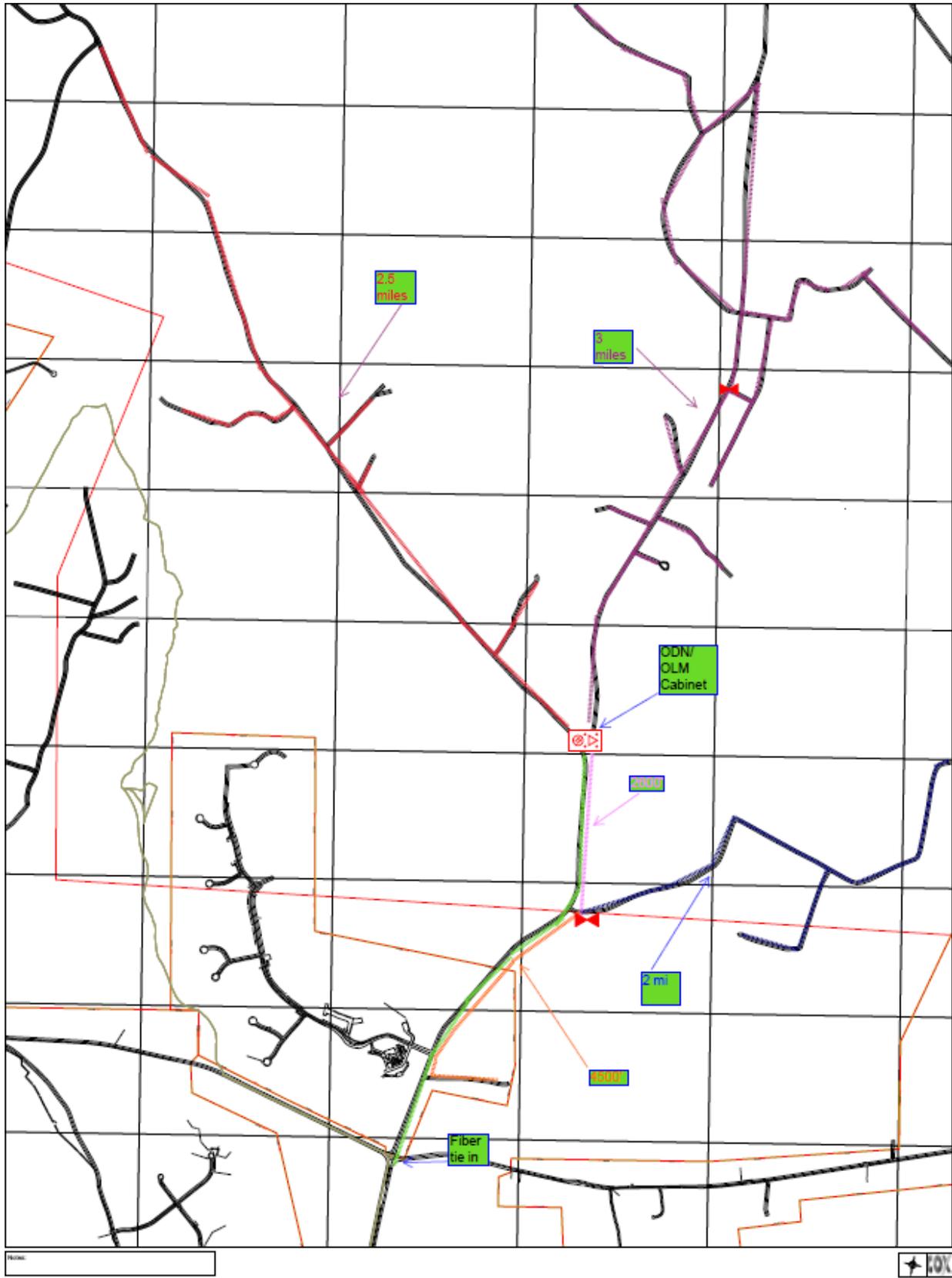
MILLTRACK TRACE



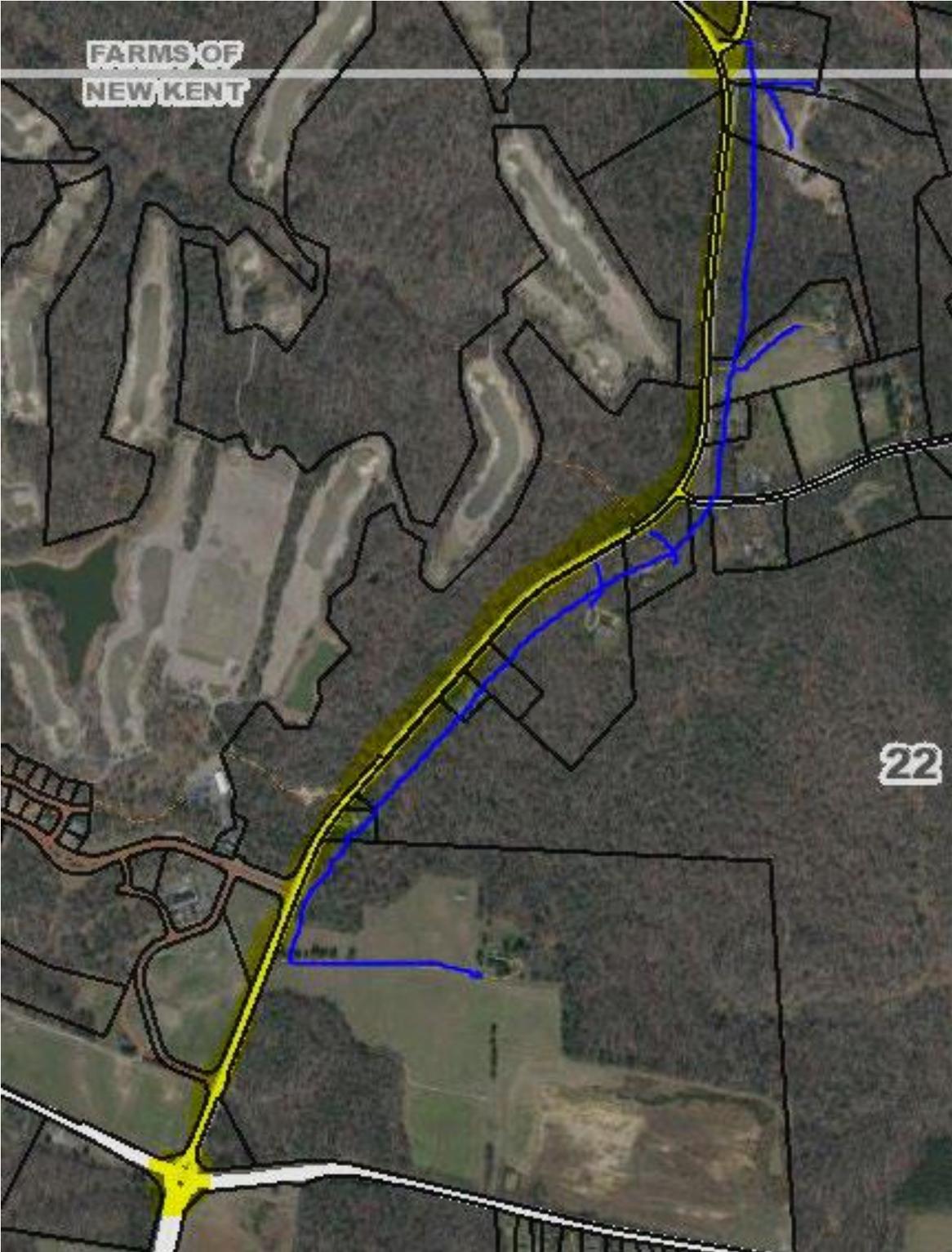
SYCAMORE ROAD



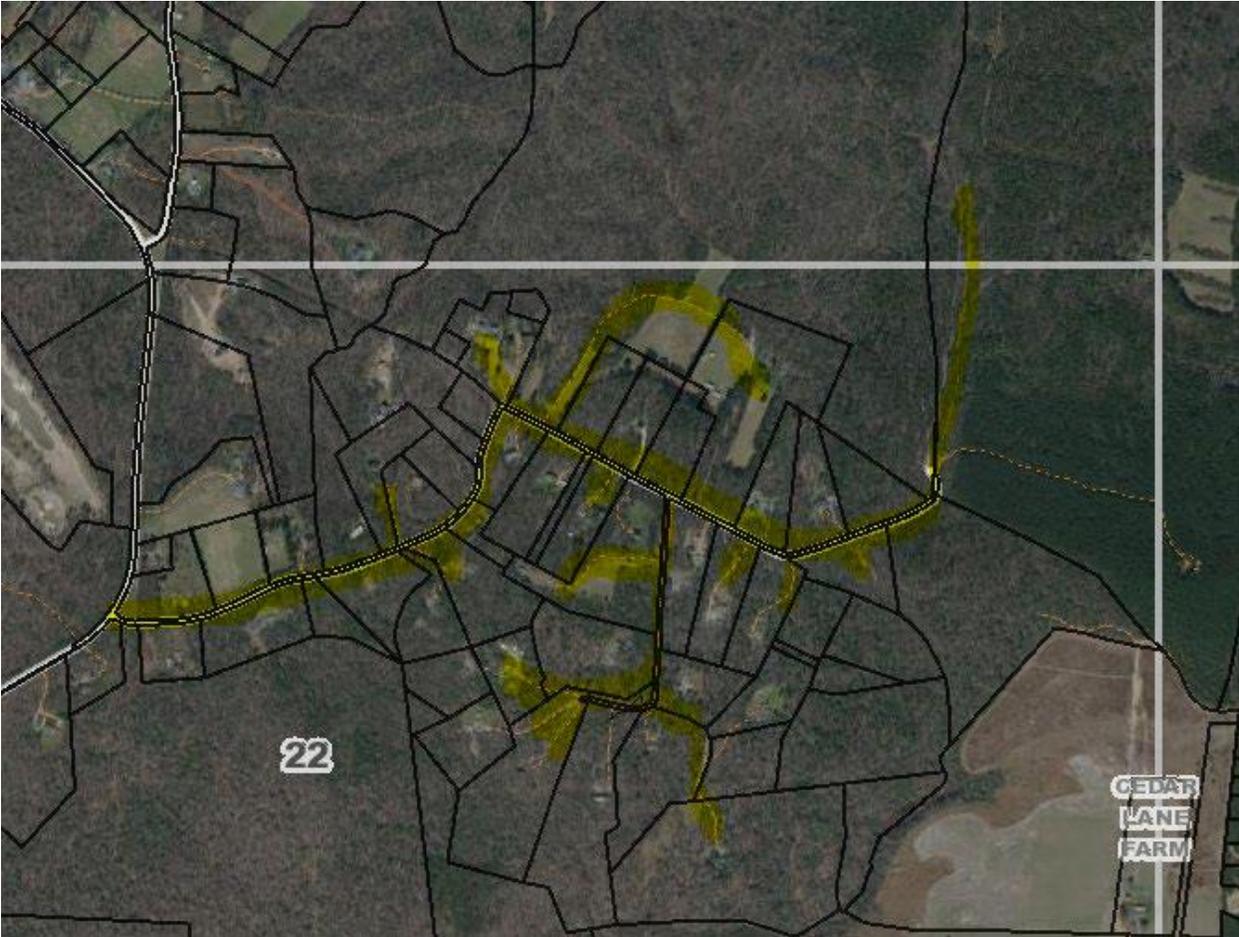
OLD CHURCH – TALLEYSVILLE RD – ST PETERS LANE



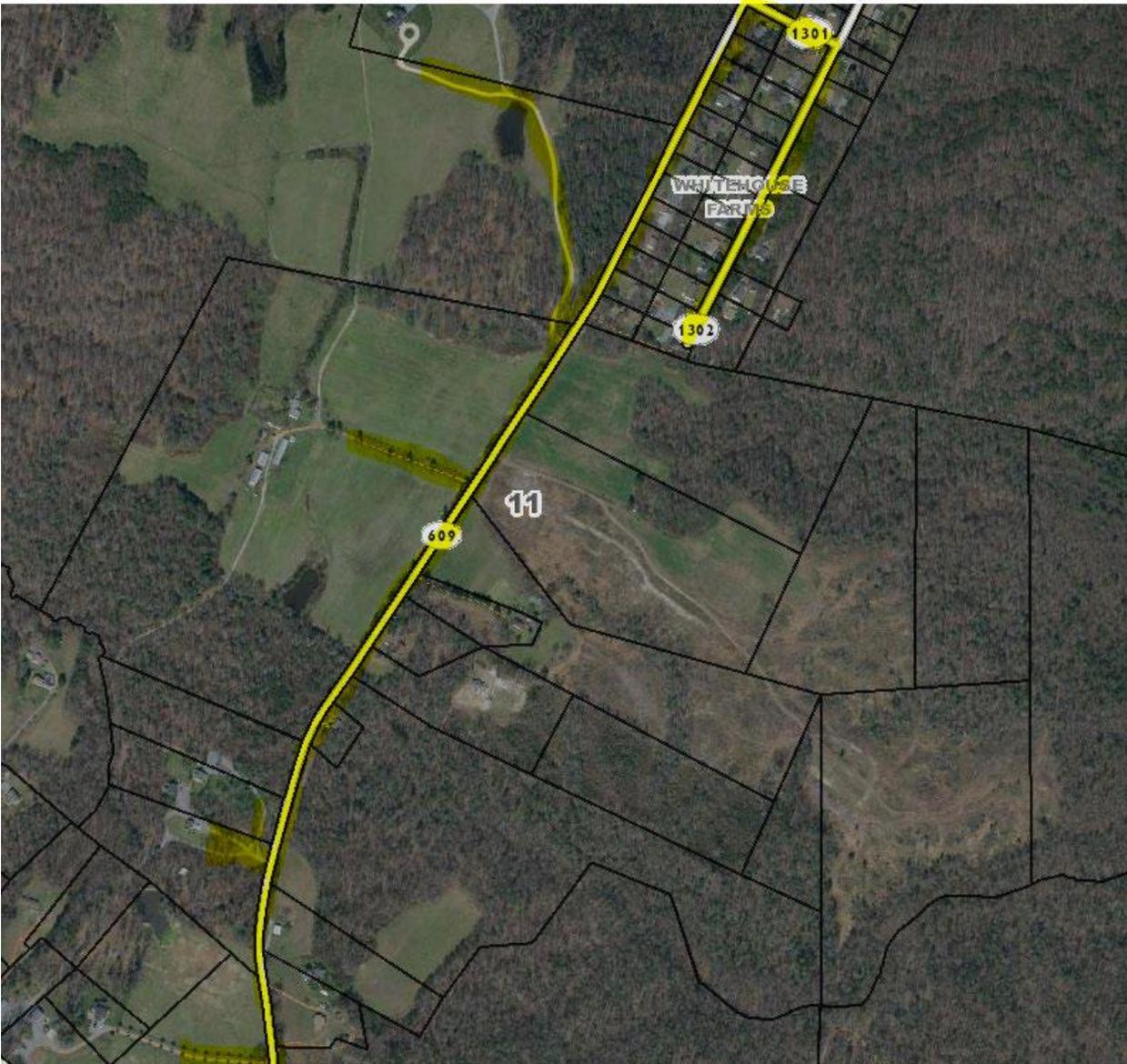
FIBER TIE IN ON NEW KENT HWY to OLD CHURCH – TALLEYSVILLE SPLIT



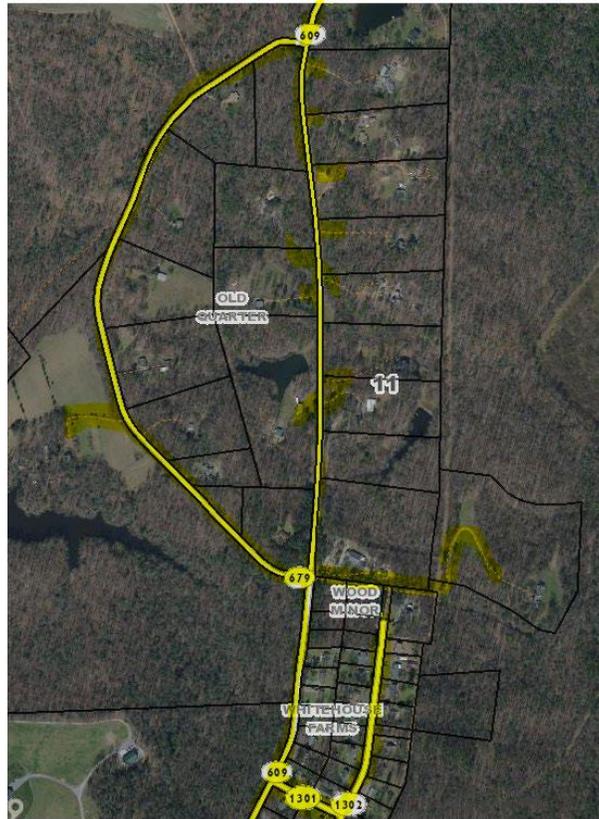
ST PETERS LANE and HISTORICAL PATH



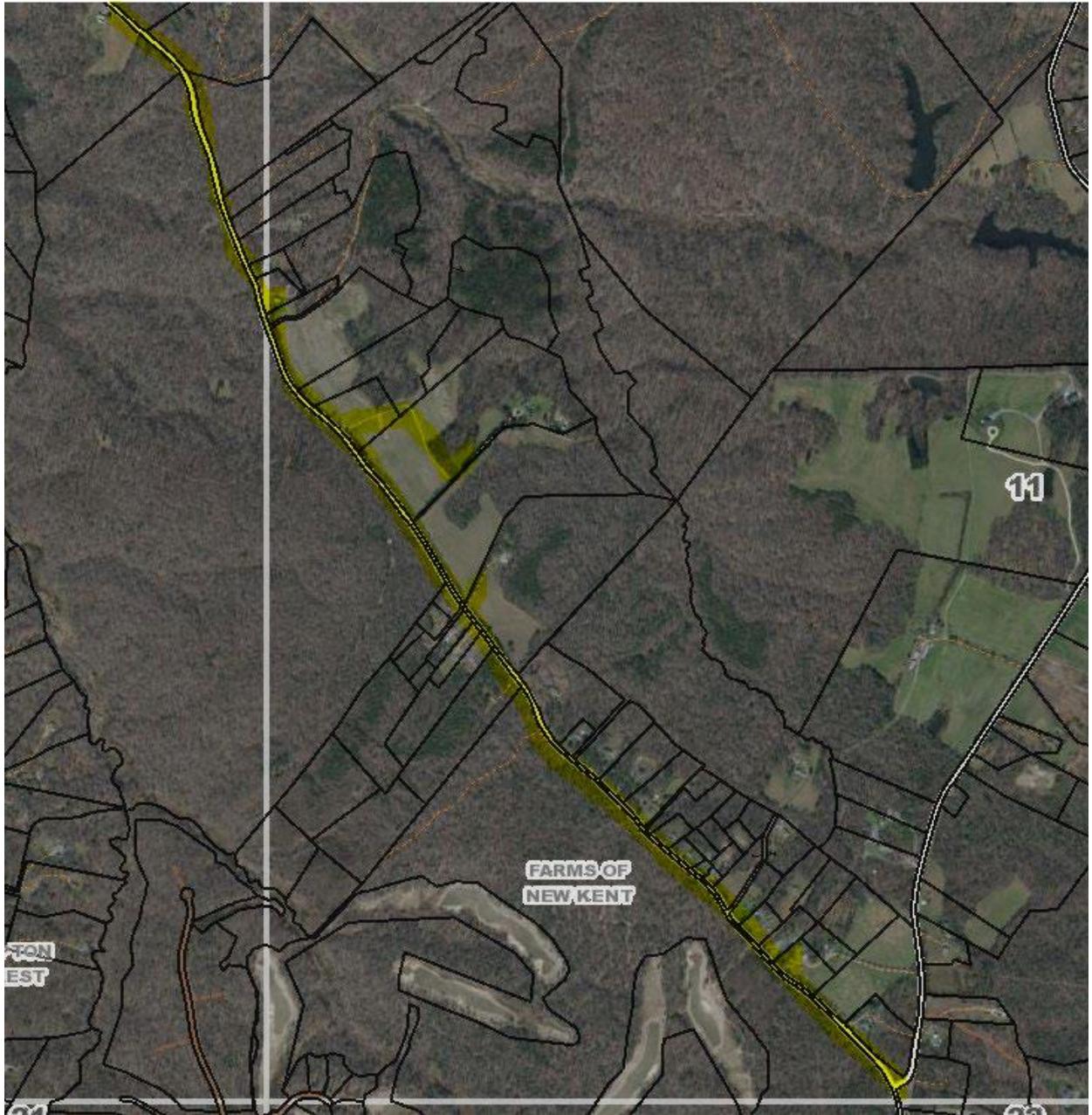
TALLEYSVILLE to OLD RIVER RD part 1



TALLEYSVILLE to OLD RIVER RD part 2



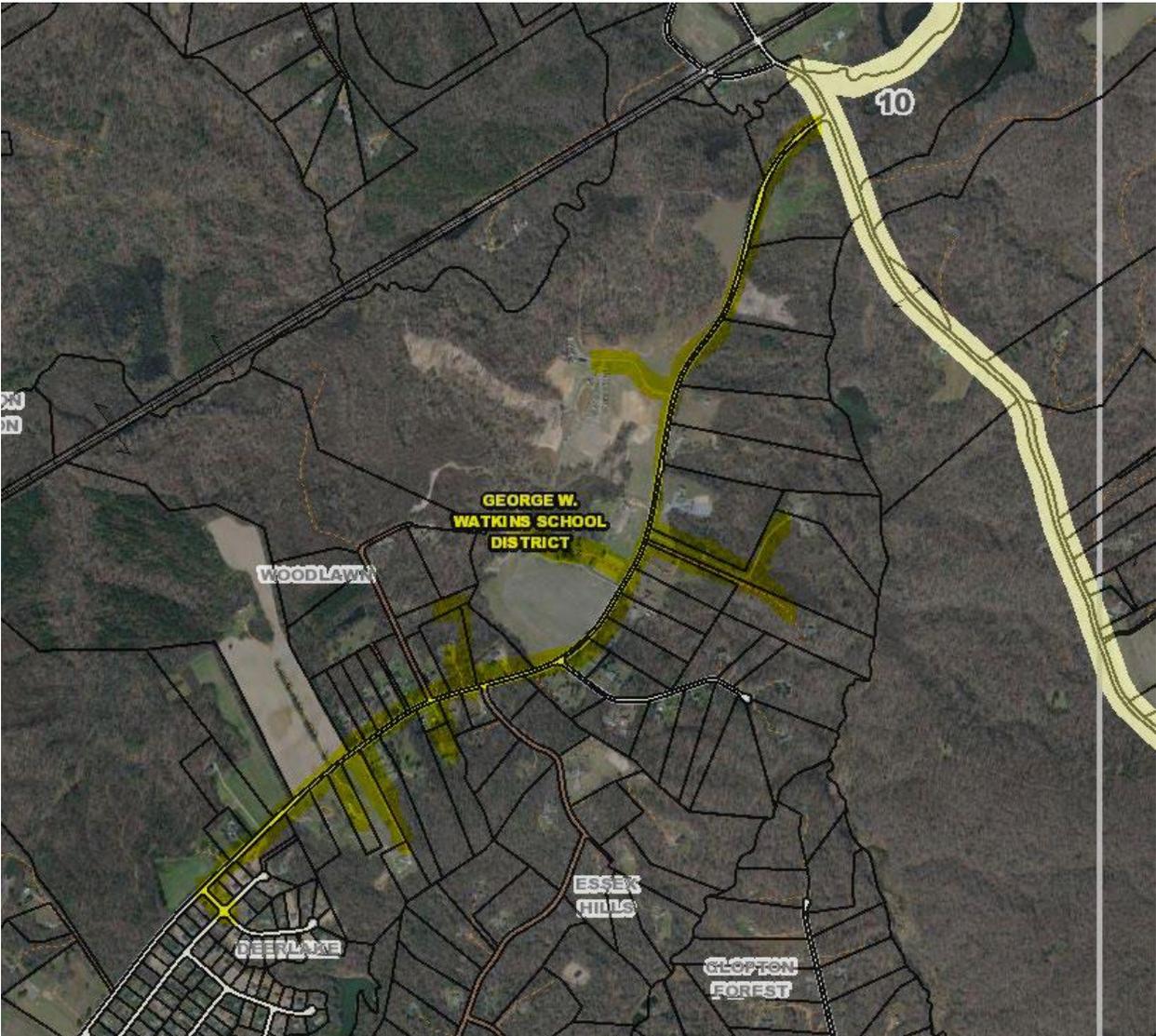
OLD CHURCH/TALLEYSVILLE SPLIT to TUNSTALL STATION RD Part 1





Tunstall Road

MAPS: Tunstall Rd from Deer Lake subdivision to the intersection at Old Church Rd.



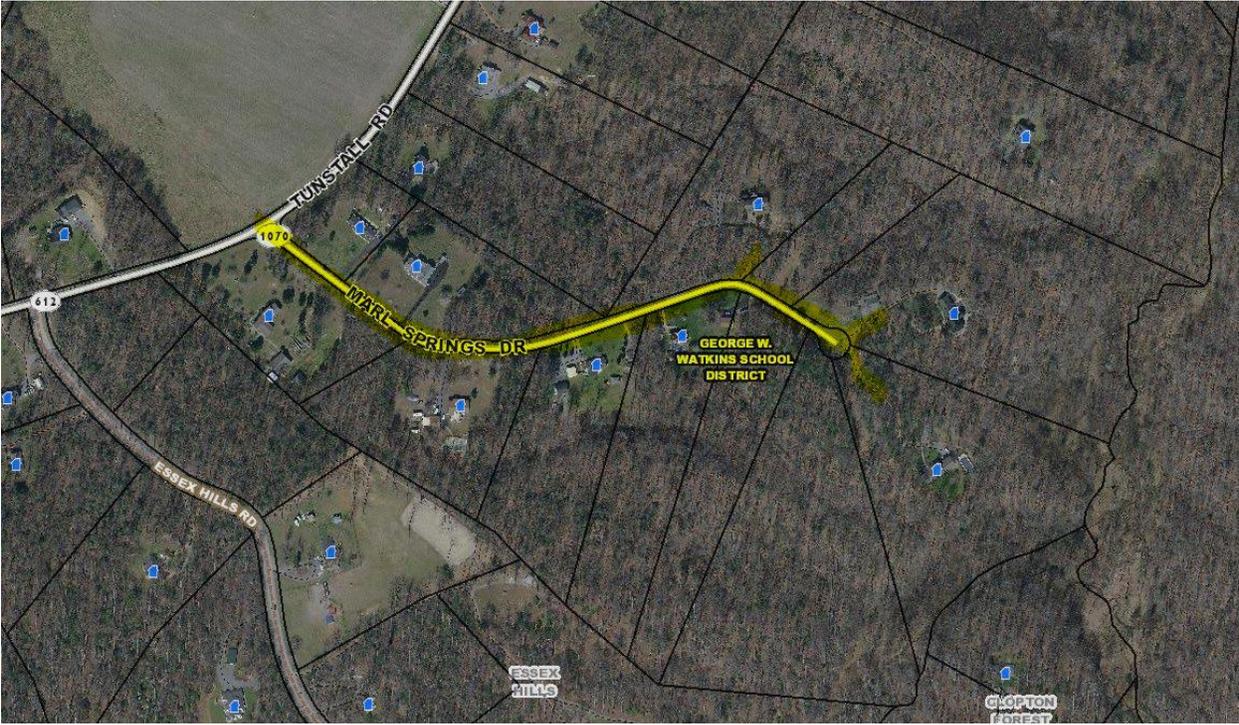
LEGACY LANE



ESSEX HILLS



MARL SPRINGS DR



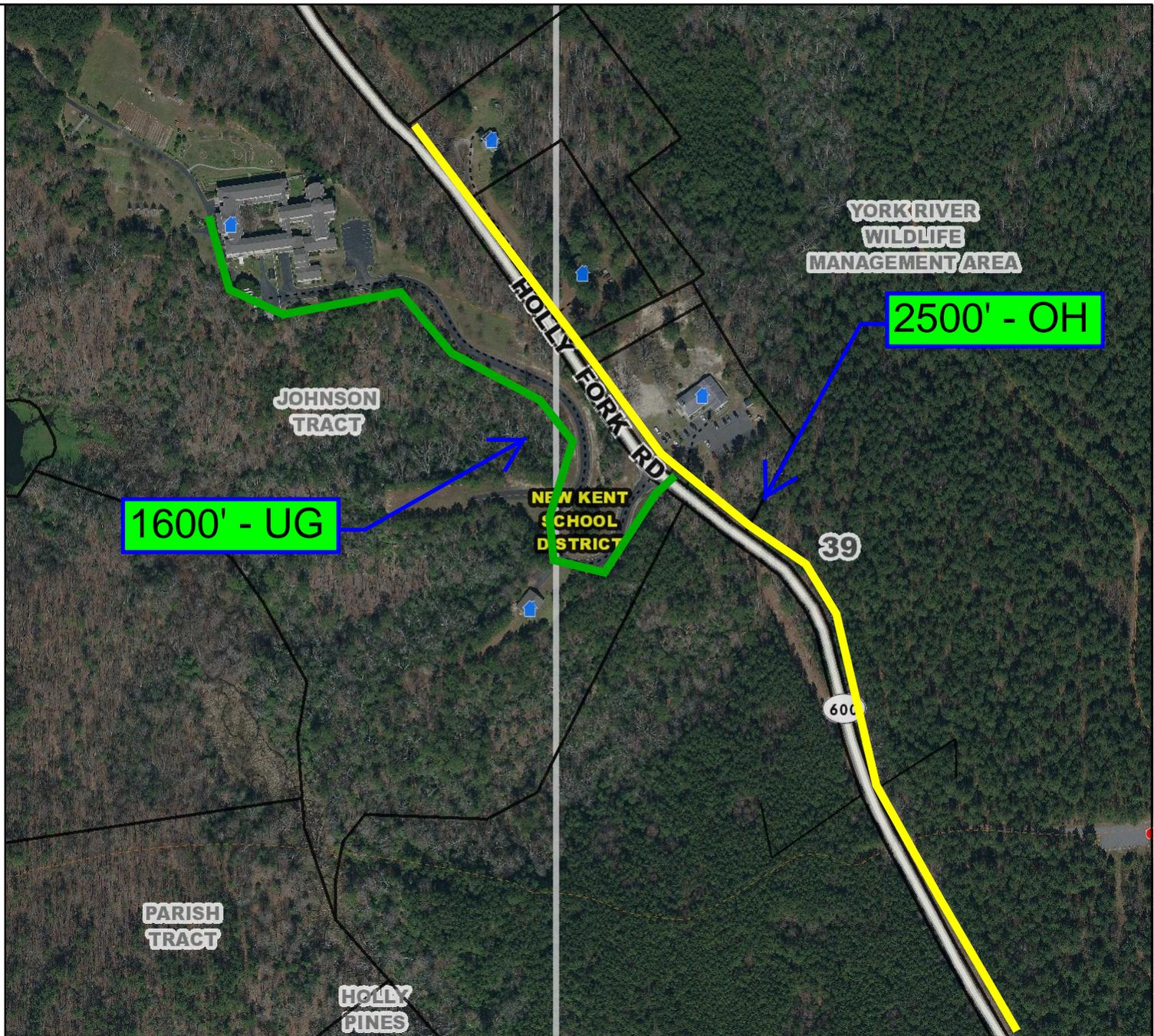
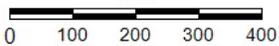
Barhamsville Area

New Kent County, Virginia

Legend

- ▣ Area County Boundaries
- ▣ School Districts
- ▣ Parks
- ▣ School Board Properties
- ▣ Parcels
- Hooks
- Subdivisions
- ▣ Tax Map 600 Scale Grid
- Routes
- ▣ INTERSTATE
- ▣ US HIGHWAY
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- Roads
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- PRIVATE
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- INSTITUTIONAL PROPERTY
- ISFR
- RAMP
- CROSSOVER
- Driveway
- Ancillary Roads
- Site Addresses
- ▣ Certificate of Occupancy Issued
- ▣ No Certificate of Occupancy Issued

Feet



Title:

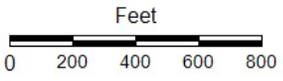
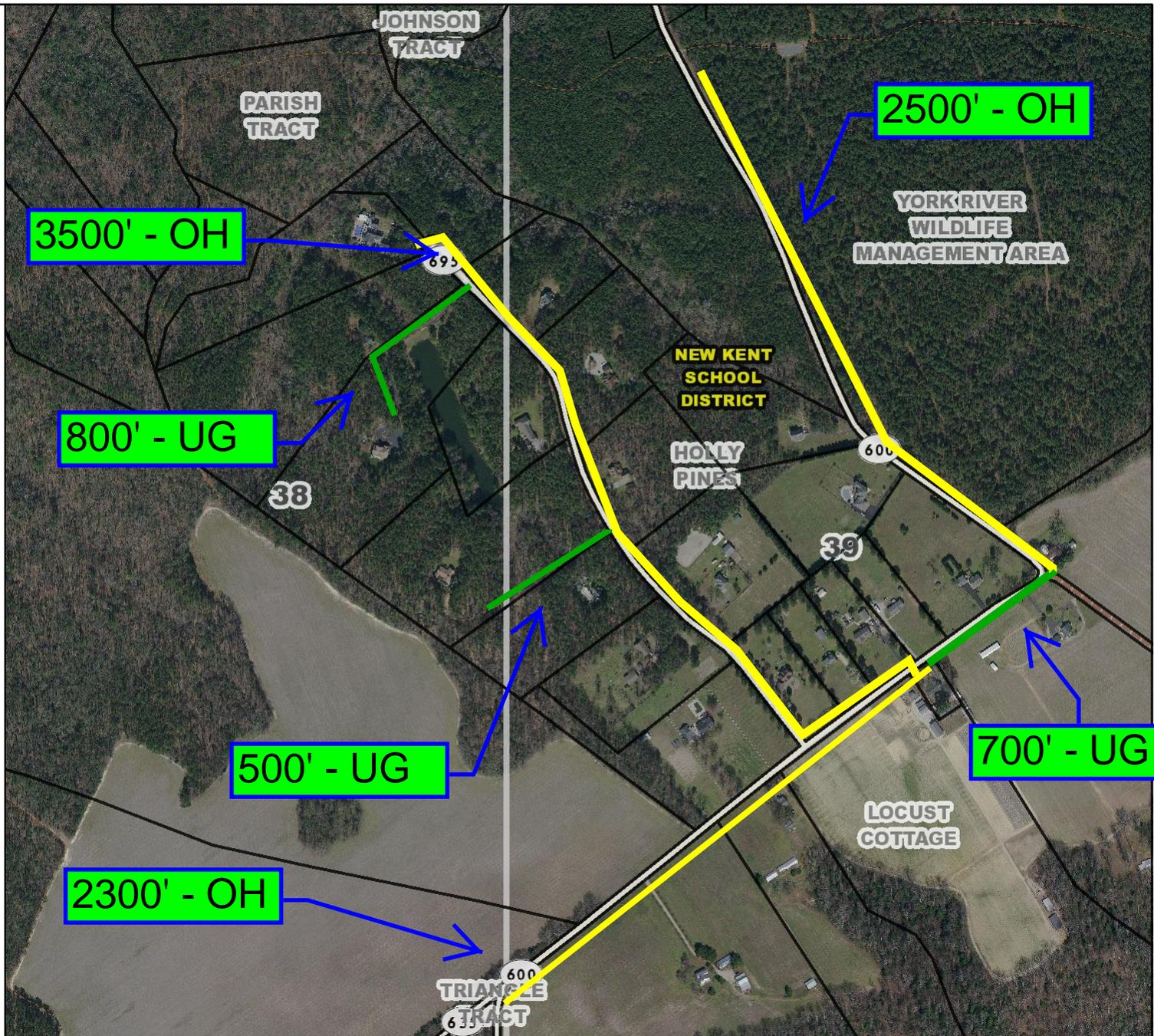
Date: 7/27/2020

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New Kent County, Virginia

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- ▨ ISFR
- ▨ RAMP
- ▨ CROSSOVER
- ▨ Ancillary Roads
- ▨ Railroads



Title:

Date: 7/27/2020

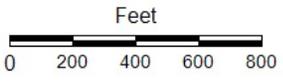
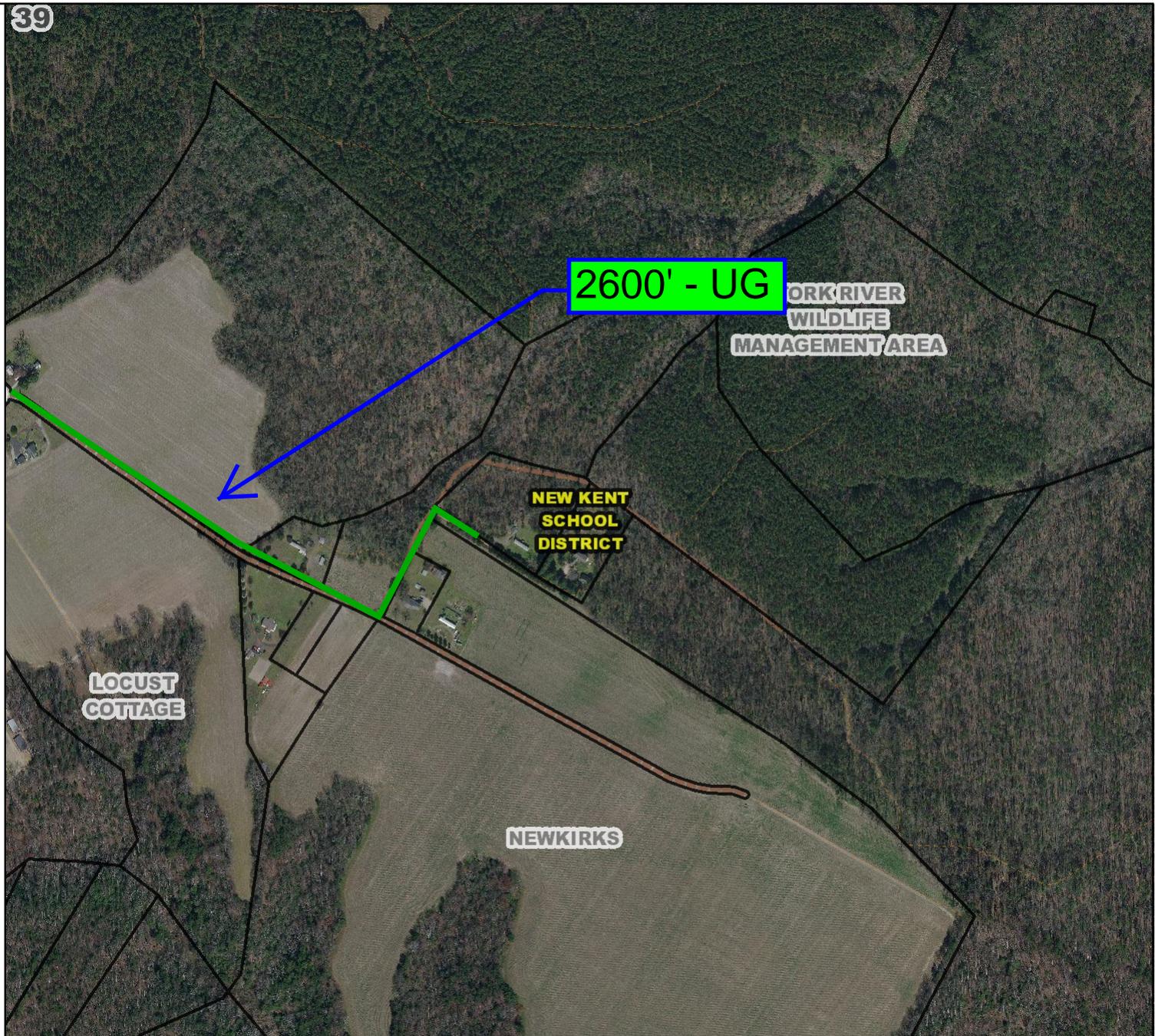
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New Kent County , Virginia

39

Legend

- ▣ Area County Boundaries
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New Kent County, Virginia

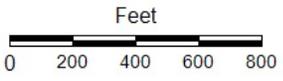
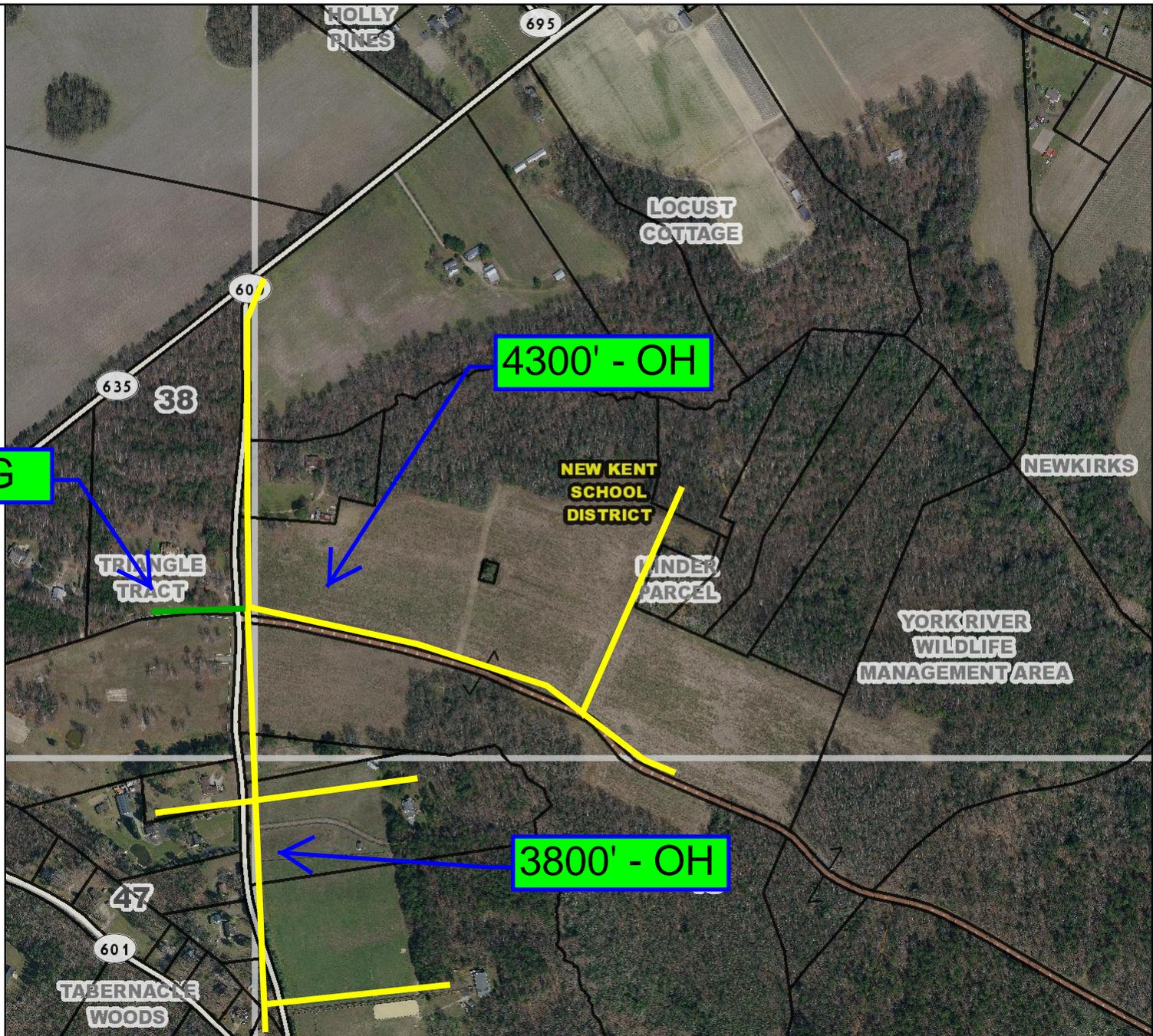
Legend

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- ▣ RAMP
- ▣ CROSSOVER
- ▣ Ancillary Roads
- ▣ Railroads

250' - UG

4300' - OH

3800' - OH



Title:

Date: 7/27/2020

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New Kent County, Virginia

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Feet



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New Kent County, Virginia

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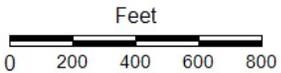
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Date: 7/27/2020

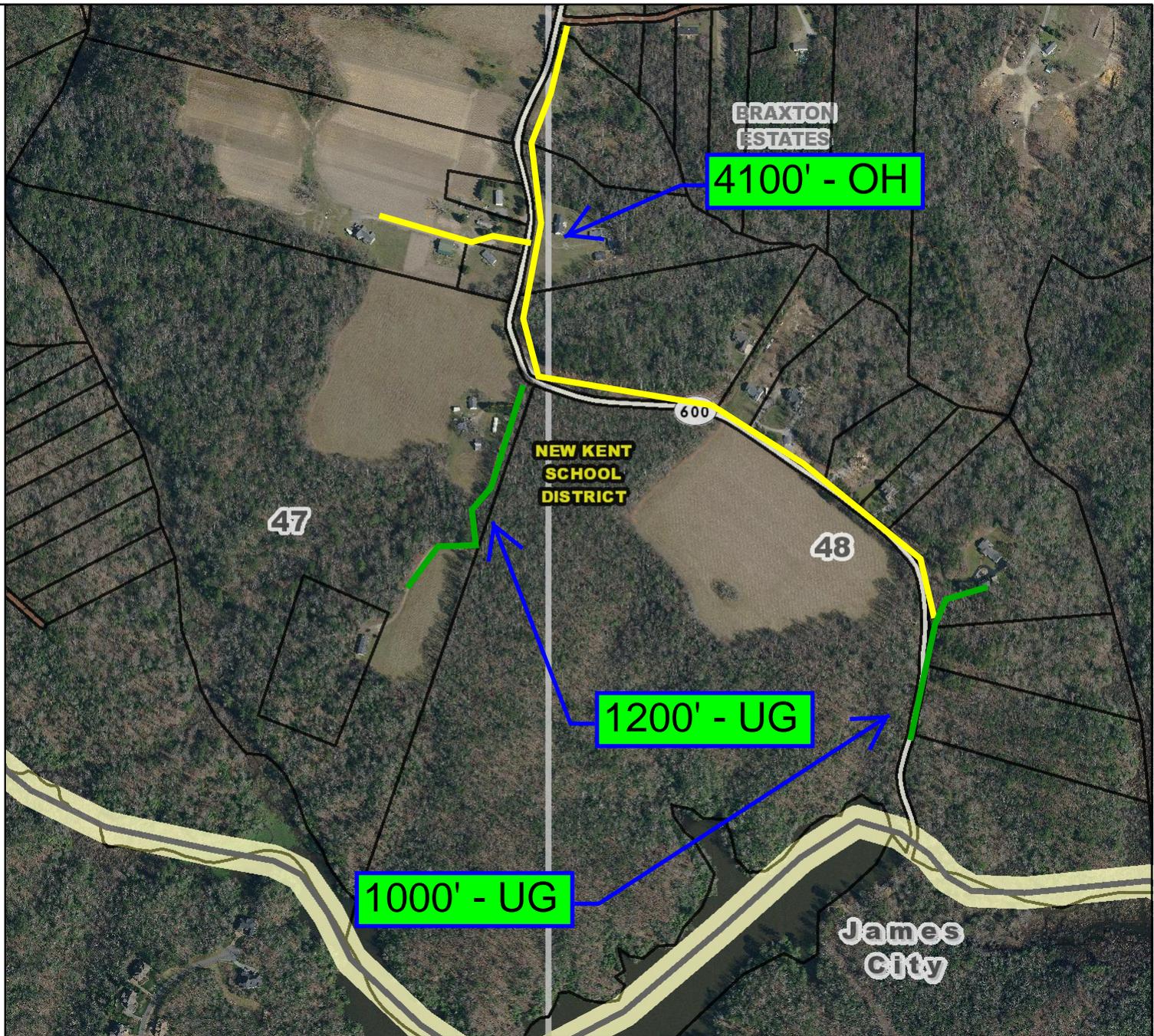
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New Kent County , Virginia

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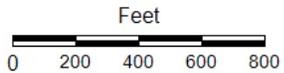
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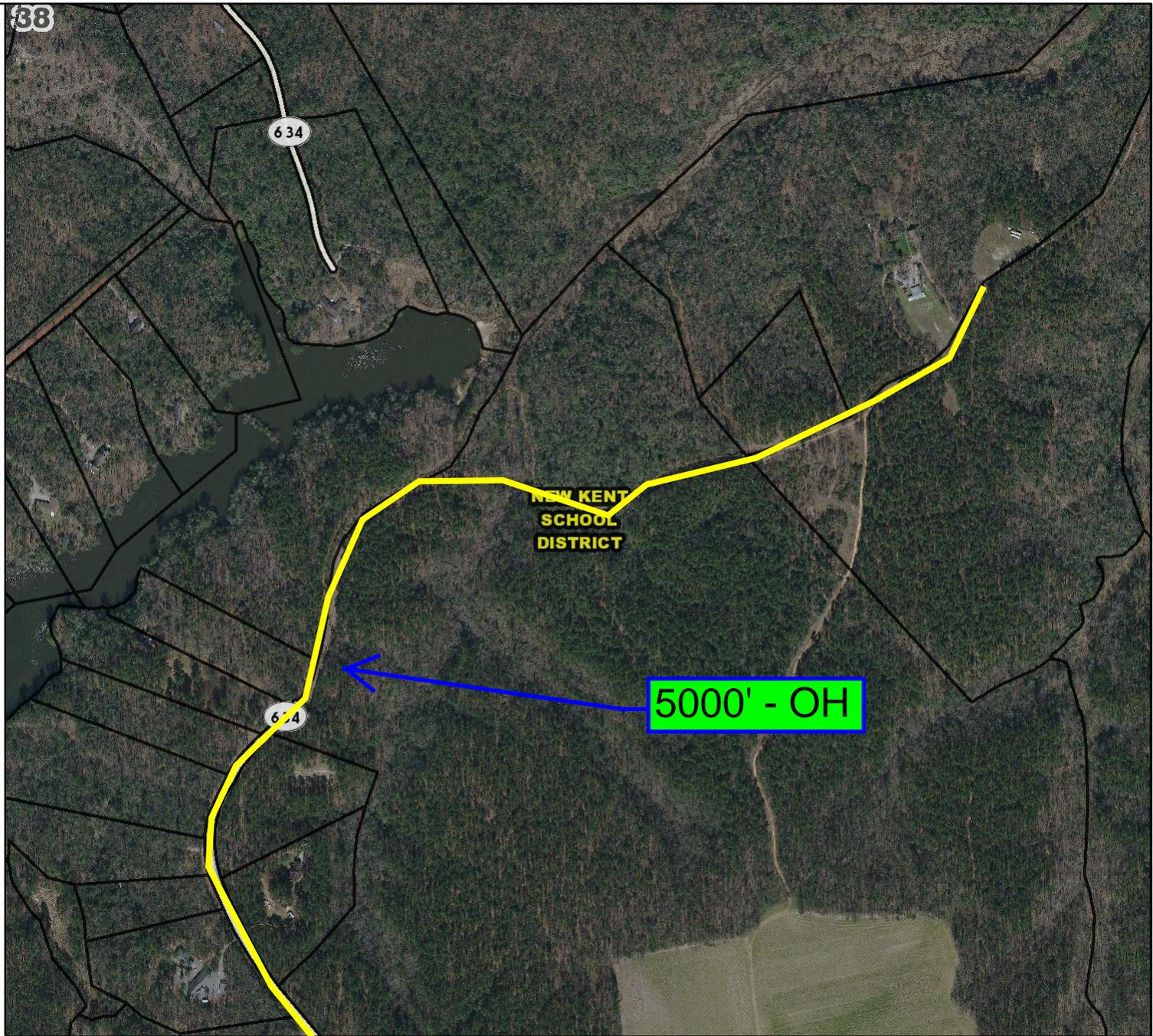
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New Kent County , Virginia

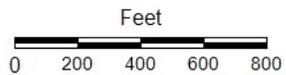
Legend

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Date: 7/27/2020

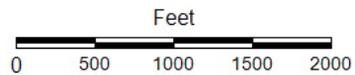
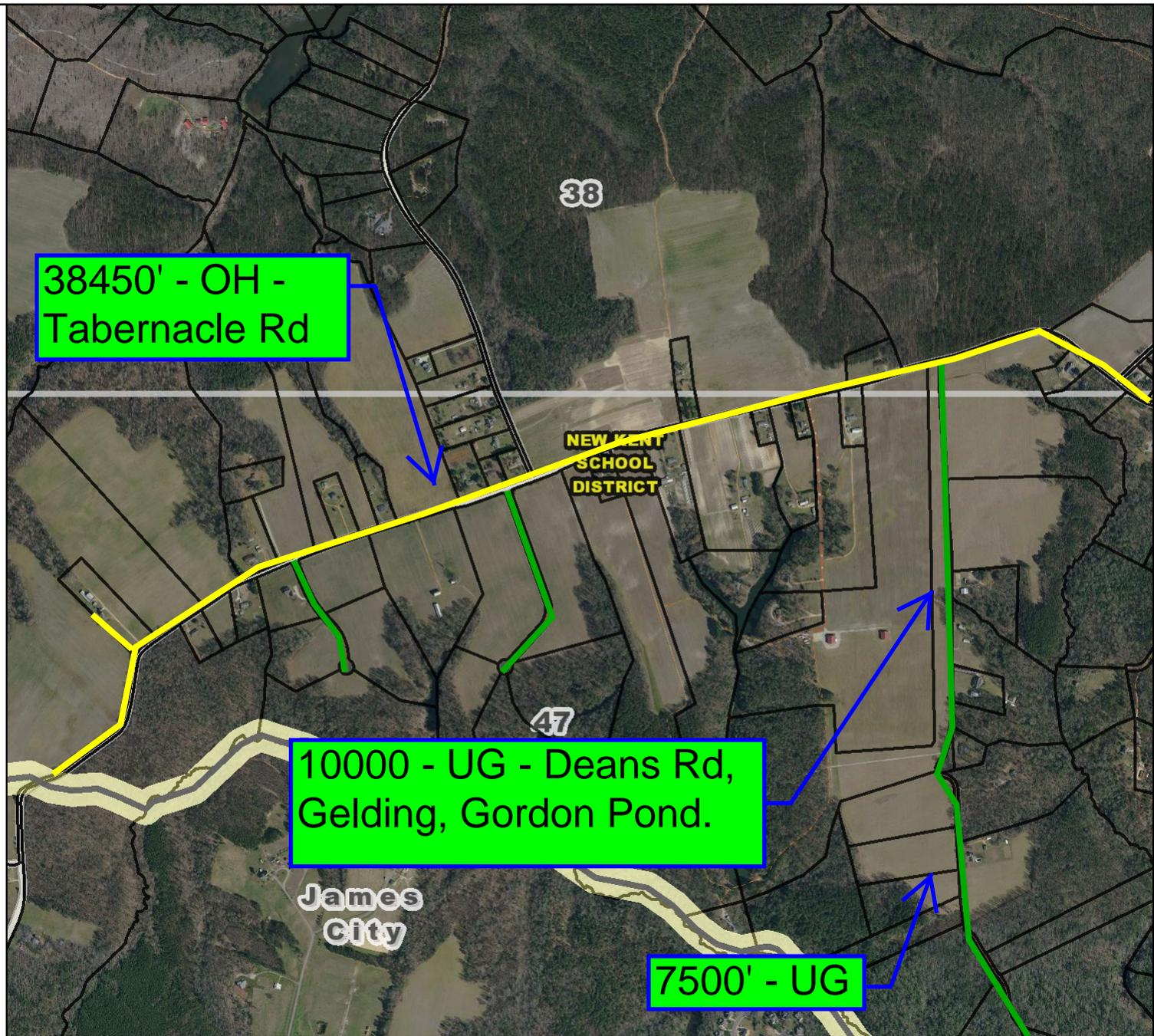


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New Kent County, Virginia

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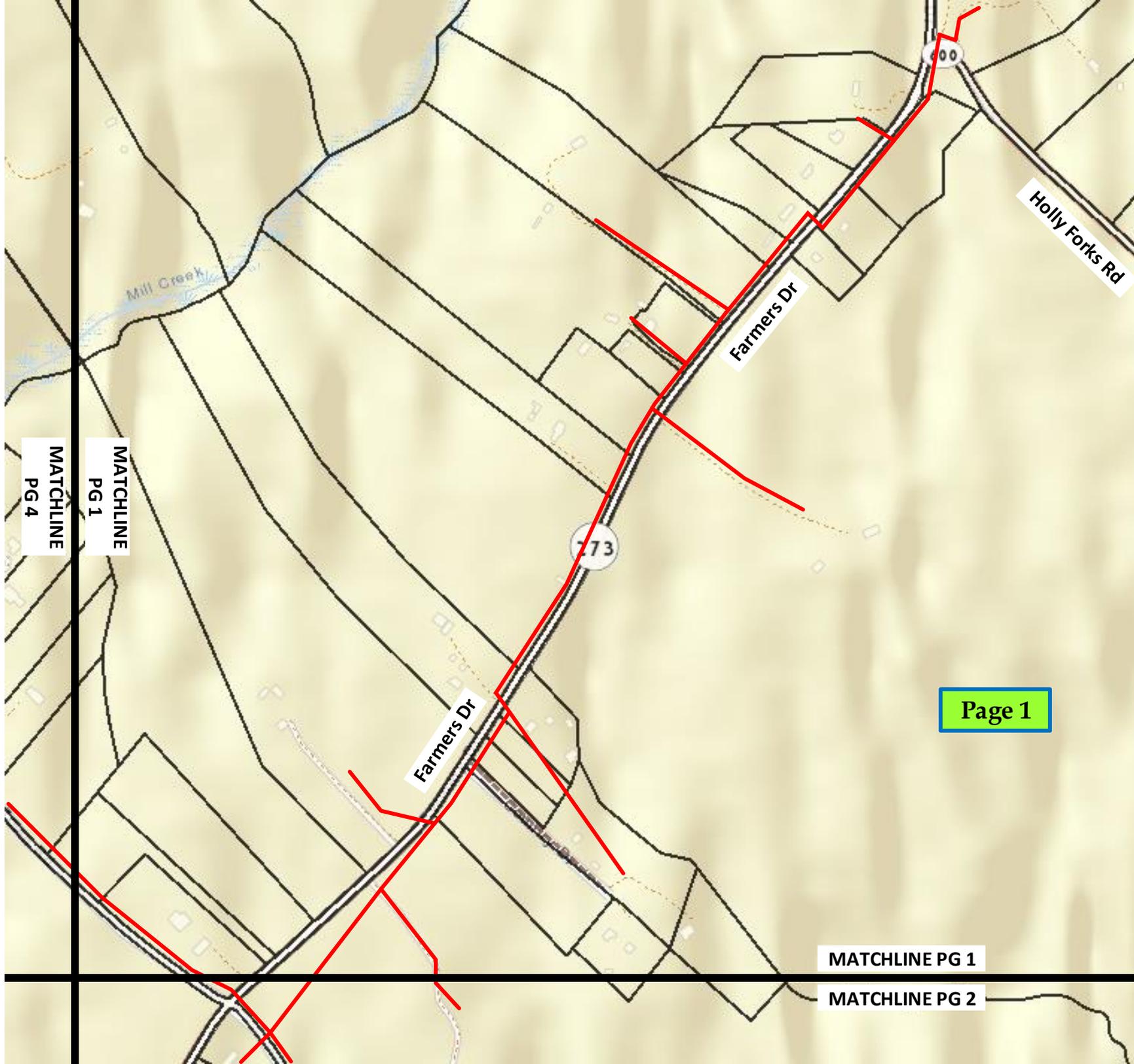
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MATCHLINE
PG 4

MATCHLINE
PG 1

Farmers Dr

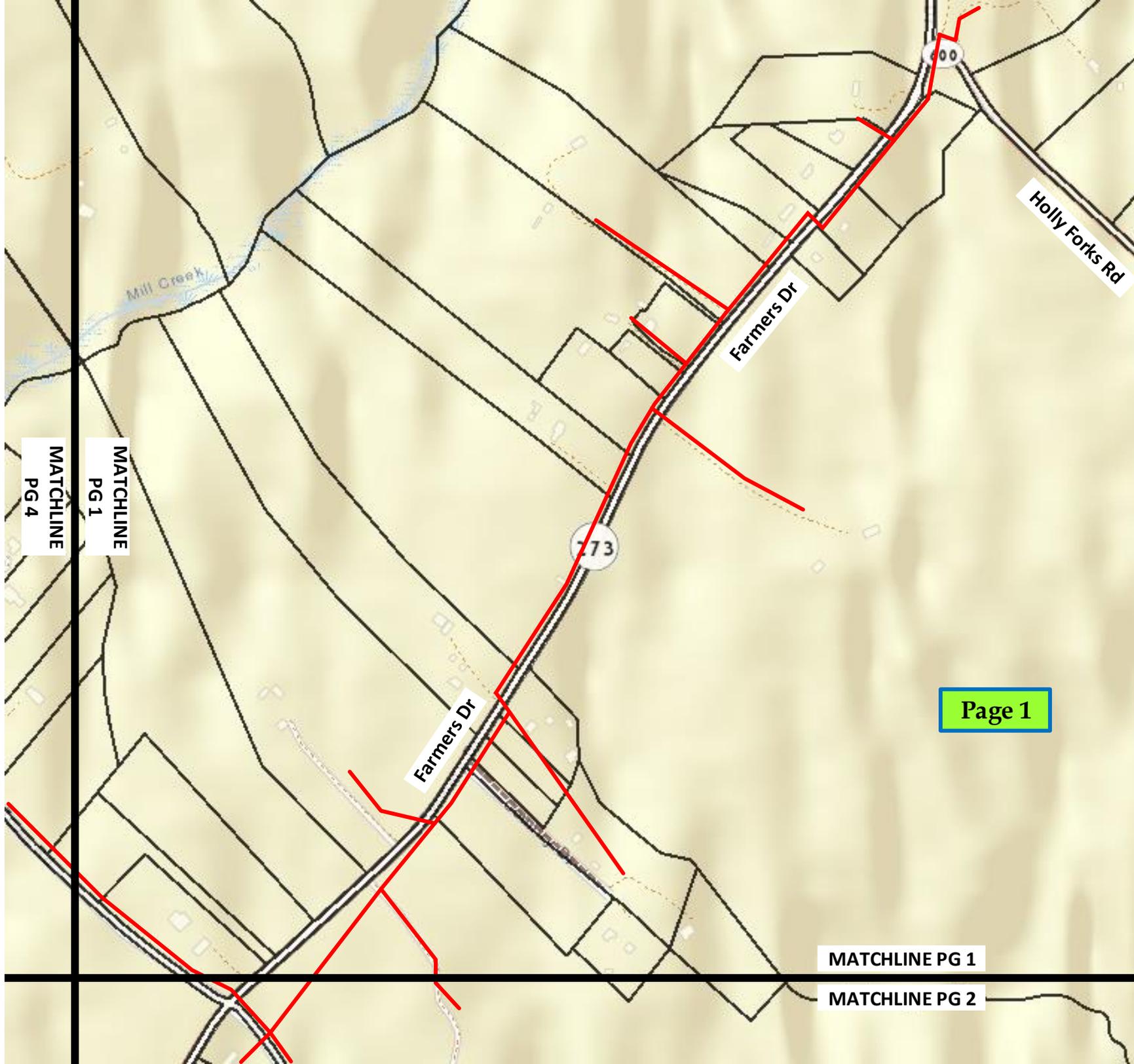
Farmers Dr

Holly Forks Rd

Page 1

MATCHLINE PG 1

MATCHLINE PG 2



MATCHLINE
PG 4

MATCHLINE
PG 1

Page 1

MATCHLINE PG 1

MATCHLINE PG 2

MATCHLINE PG 4

MATCHLINE PG 2

MATCHLINE
PG 4

MATCHLINE
PG 1

MATCHLINE PG 1

MATCHLINE PG 2

Polishtown Rd

Farmers Dr

634

Woodmont Plantation

273

Lynnlake Rd

Lynnlake Ct

Polishtown Rd

Farmers Dr

Davis Pond

Page 2

MATCHLINE PG 2

MATCHLINE PG 3



450' Coax Extension
- 1 Home

MATCHLINE PG 2

MATCHLINE PG 3

Page 3

Farmers Dr

273

Barham Rd

Farmers Dr

To Plum Point

Existing End of Line
7301 Farmers Dr.

Page 1

273

FARMERS DR

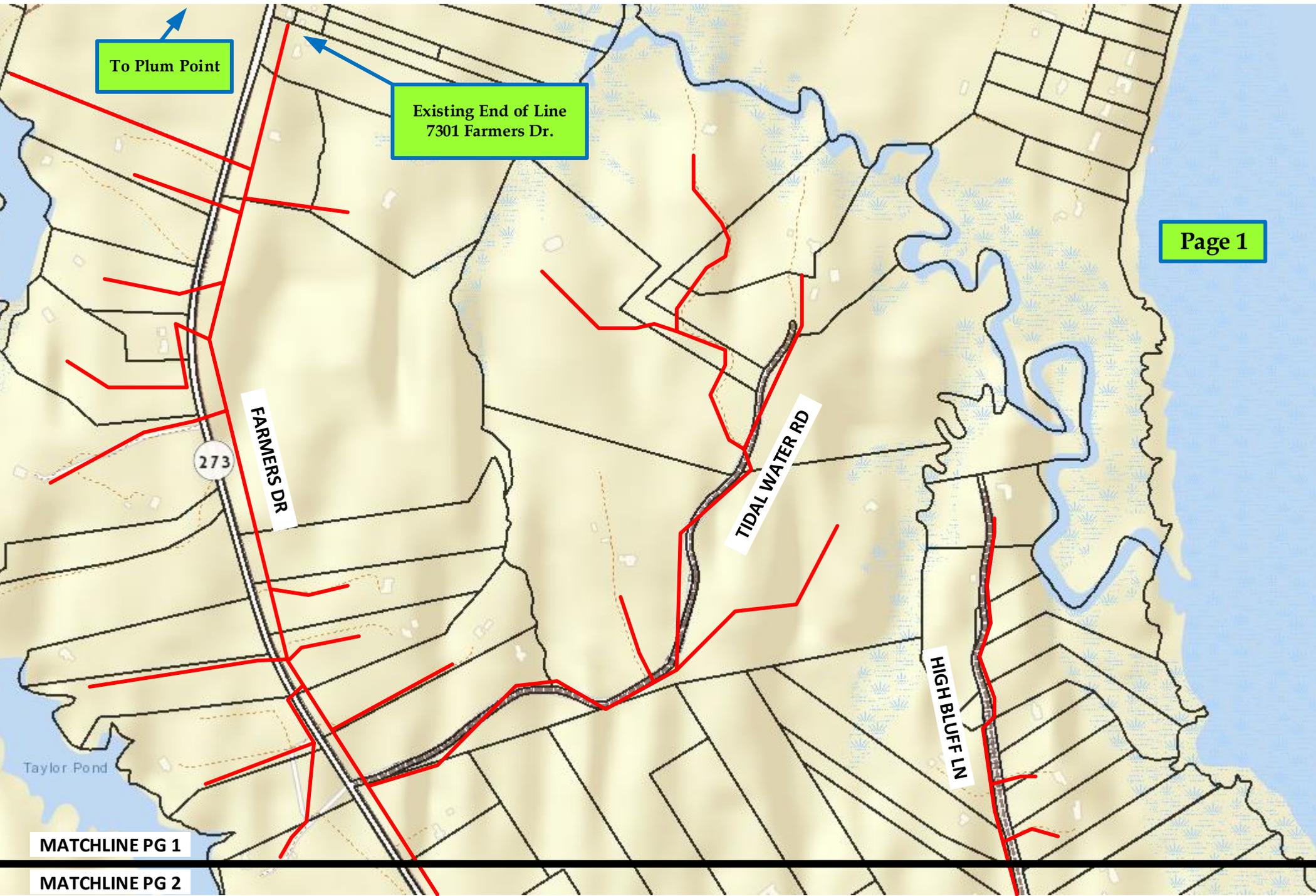
TIDAL WATER RD

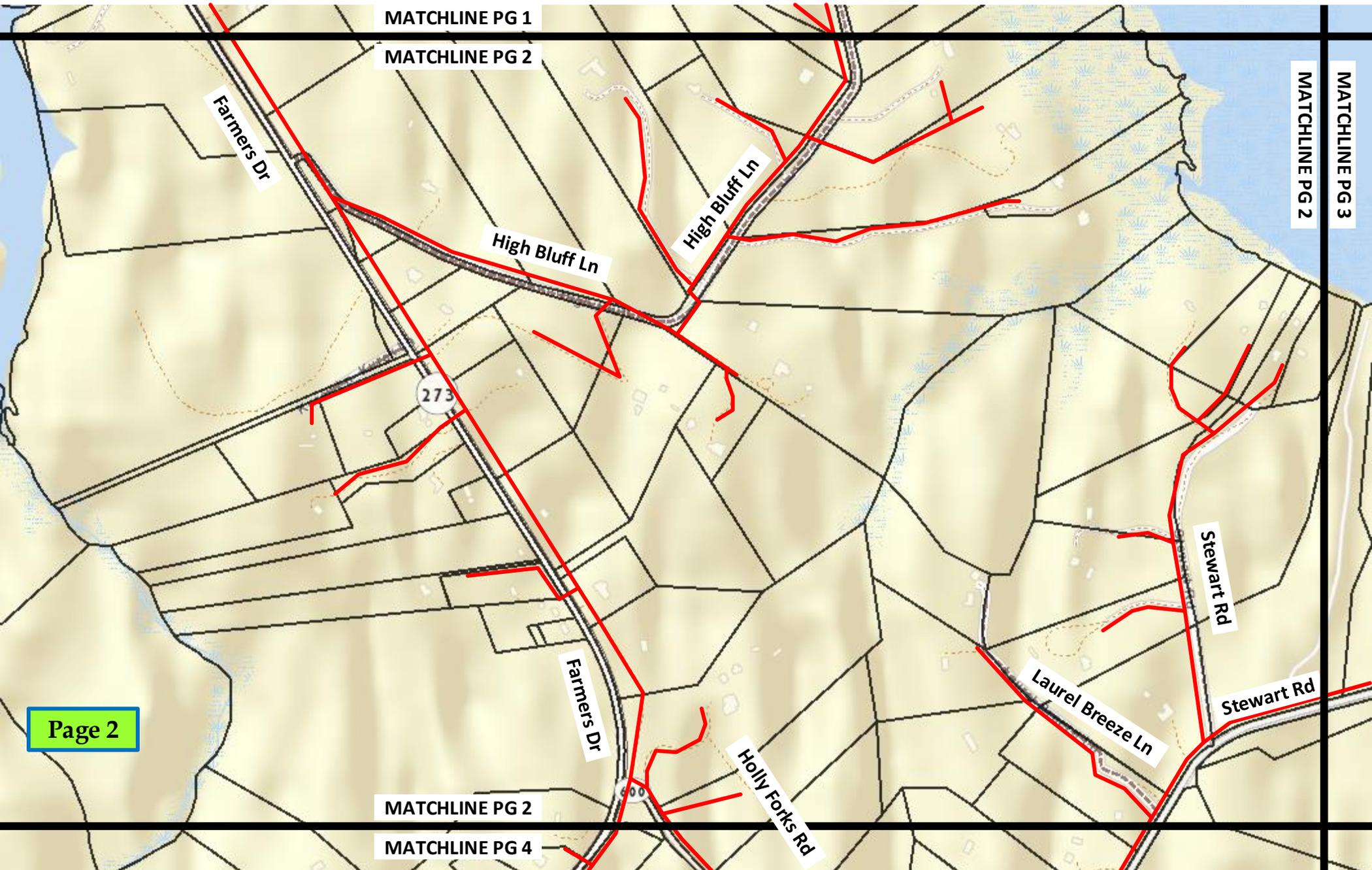
HIGH BLUFF LN

Taylor Pond

MATCHLINE PG 1

MATCHLINE PG 2





MATCHLINE PG 1

MATCHLINE PG 2

Farmers Dr

High Bluff Ln

High Bluff Ln

MATCHLINE PG 2

MATCHLINE PG 3

273

Stewart Rd

Laurel Breeze Ln

Stewart Rd

Page 2

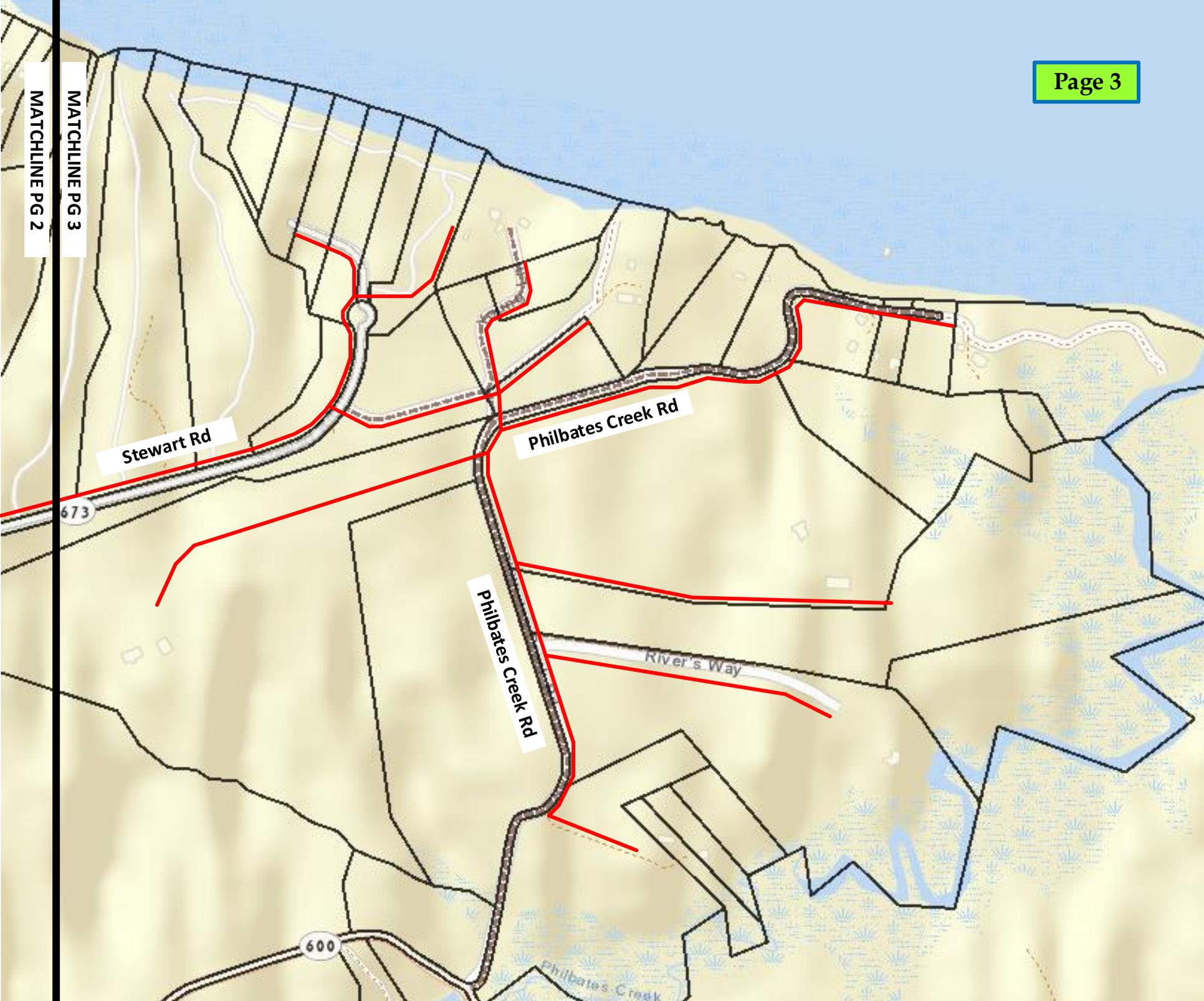
Farmers Dr

Holly Forks Rd

MATCHLINE PG 2

MATCHLINE PG 4

MATCHLINE PG 3
MATCHLINE PG 2



MATCHLINE PG 2

MATCHLINE PG 4

Laurel Breeze Ln

Holly Forks Rd

Stewart Rd

Farmers Dr

600

673

773

Farmers Dr

Page 4

MATCHLINE PG 4

MATCHLINE PG 5



MATCHLINE PG 6

MATCHLINE PG 5

MATCHLINE
PG 6

MATCHLINE
PG 4

Polishtown Rd

MATCHLINE PG 4

MATCHLINE PG 5

Farmers Dr

634

Page 5

Woodmont Plantation

273

Lynnlake Rd

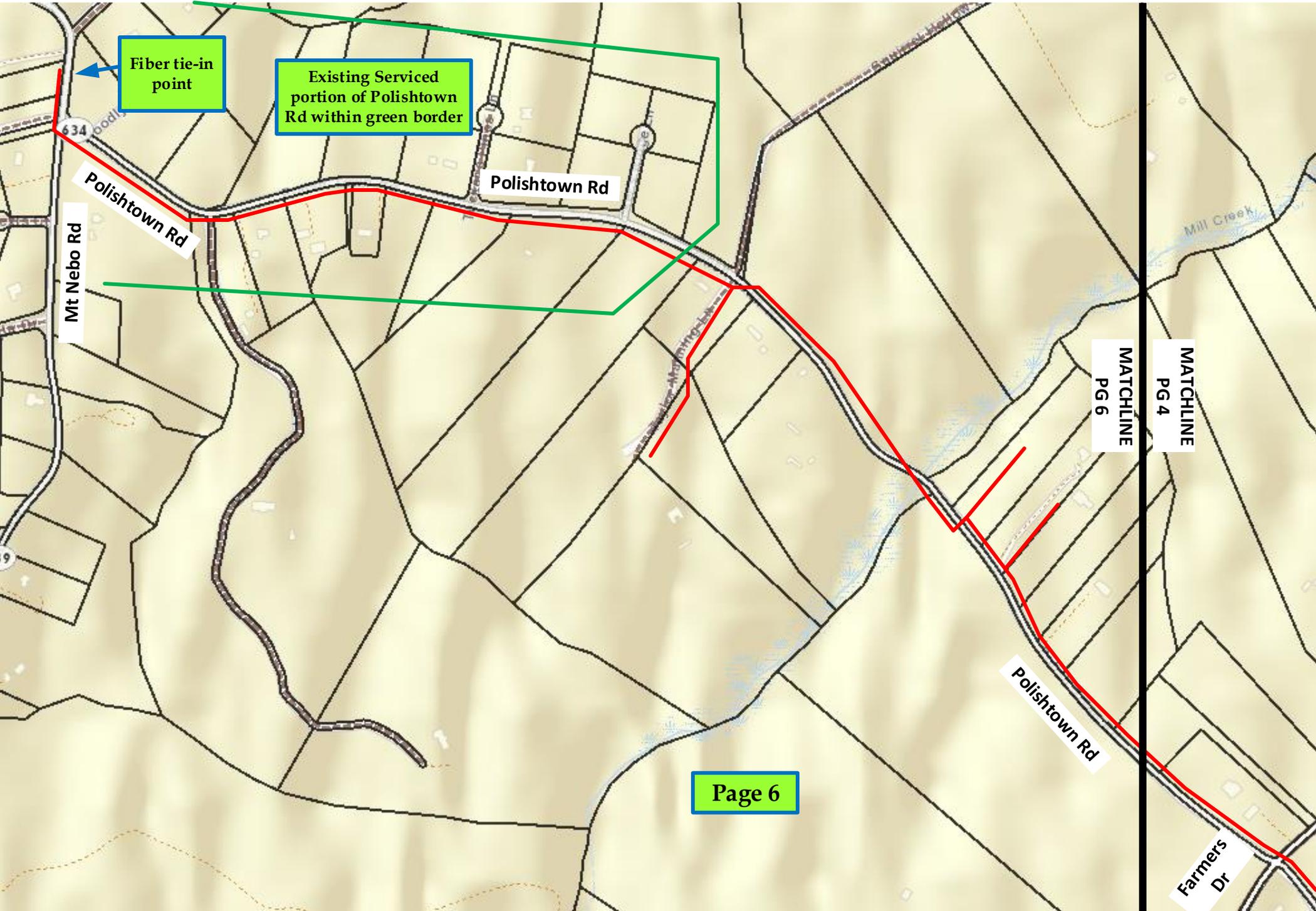
Polishtown Rd

Farmers Dr

Lynnlake Ct

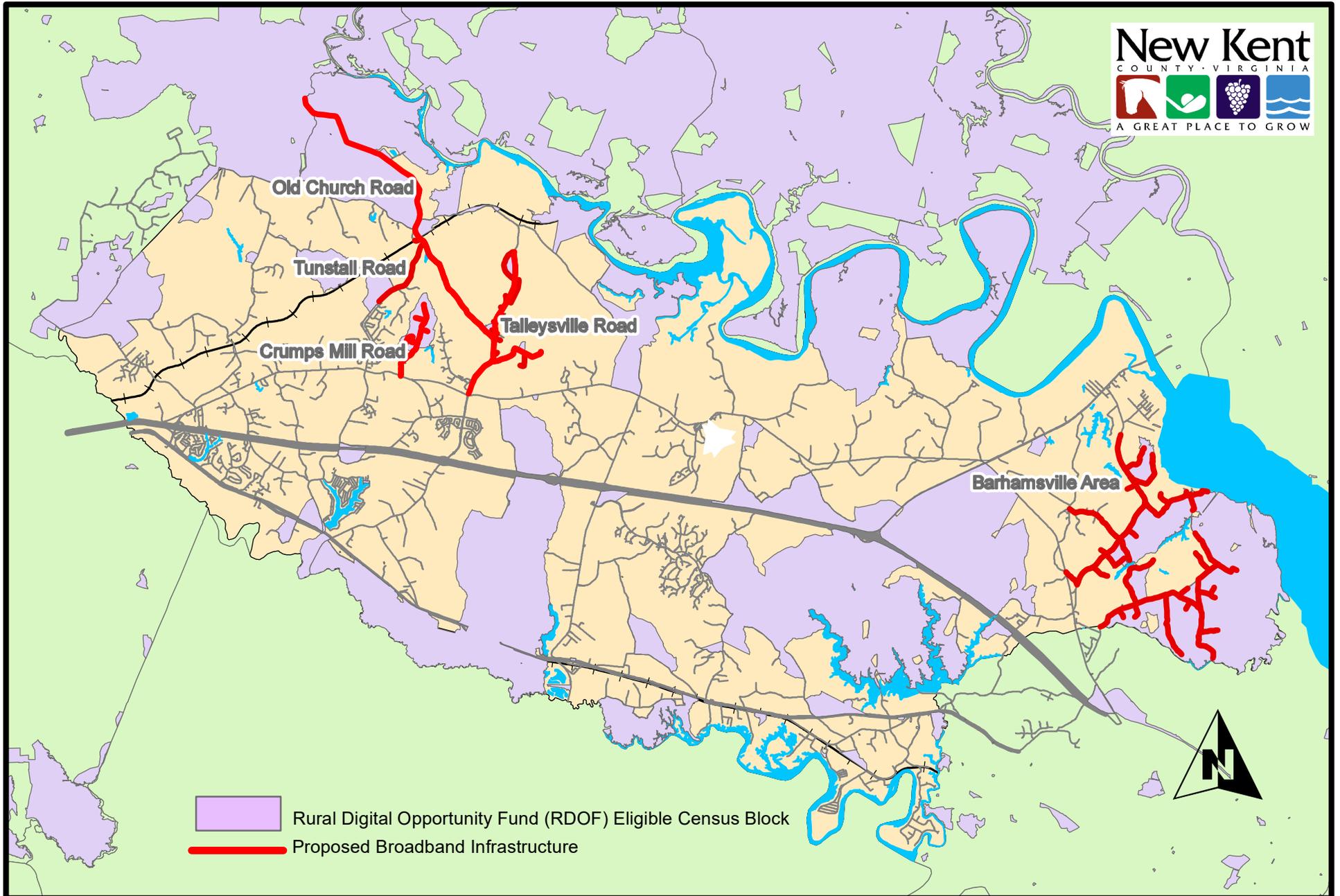
Davis Pond





New Kent County Broadband Expansion Project

RDOF Eligible Census Blocks

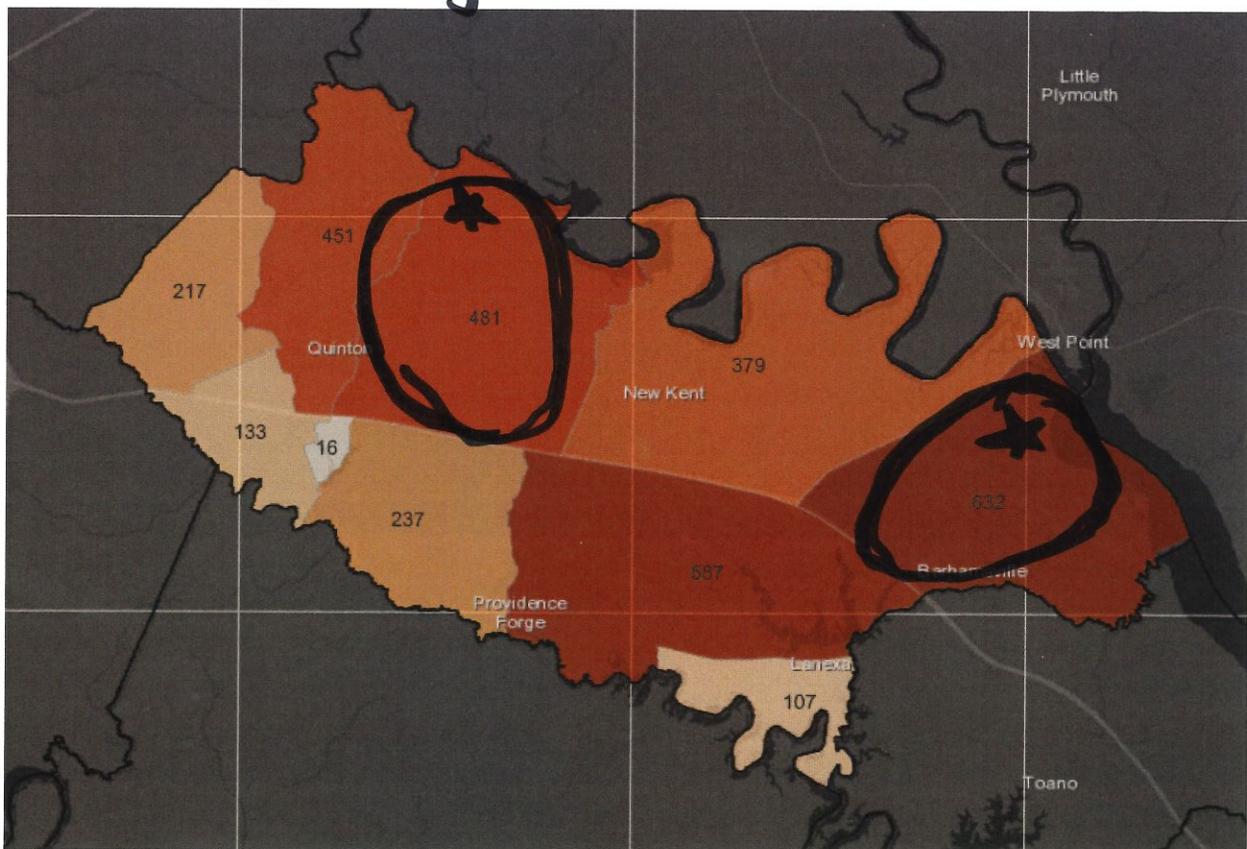


Unserved Population

UNSERVED LOCATIONS BY CENSUS BLOCK GROUP

Data is grouped by Census Block Group (CBG) as this is the smallest geographic entity for which the decennial census tabulates and publishes sample data. Block groups have now largely replaced the earlier enumeration district (ED) as a small-area geographic unit for purposes of data presentation³. CBGs are considered by many to represent neighborhoods and are areas bounded by visible features, such as streets, roads, streams and railroad tracks and by nonviable boundaries such as property lines, town limits, etc.. The typical CBG has about 610 housing units and about 600 to 3,000 persons. The following map shows the CBGs in New Kent shaded based on estimated unserved addresses.....the darker the shade the greater number of locations without broadband (at 25Mbps/3).

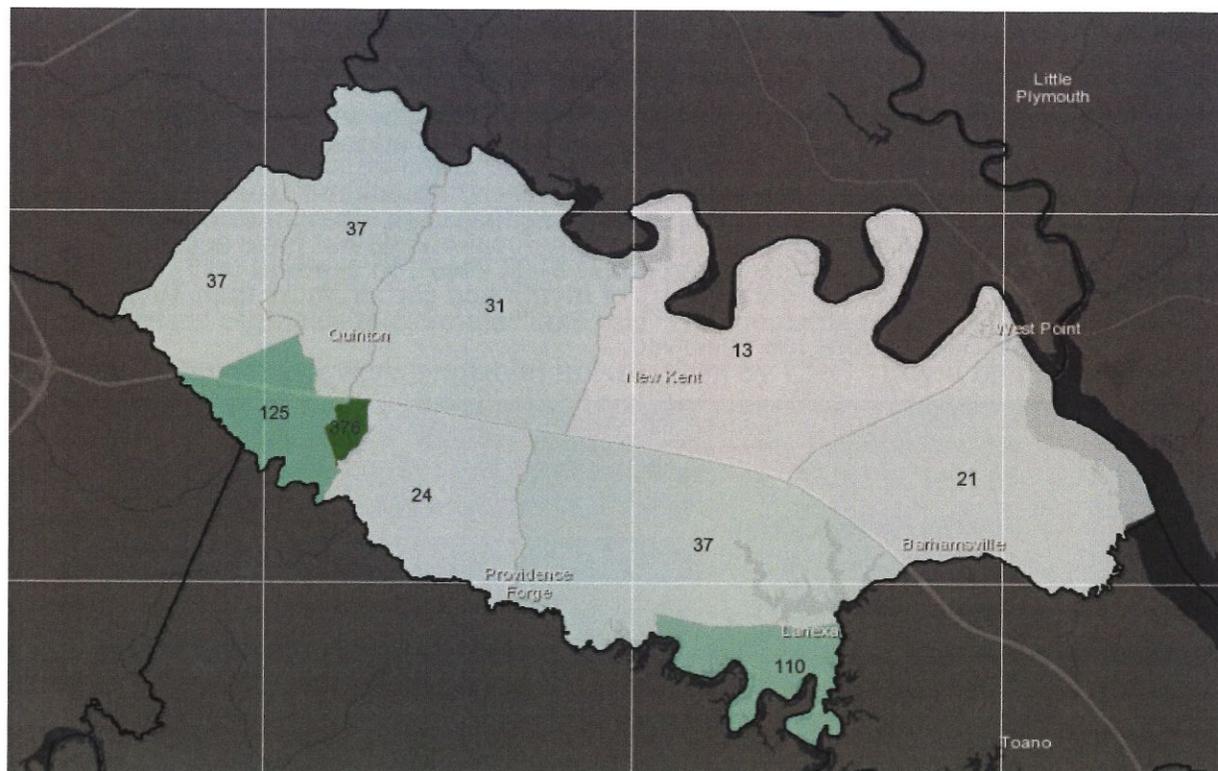
** - Project Area*



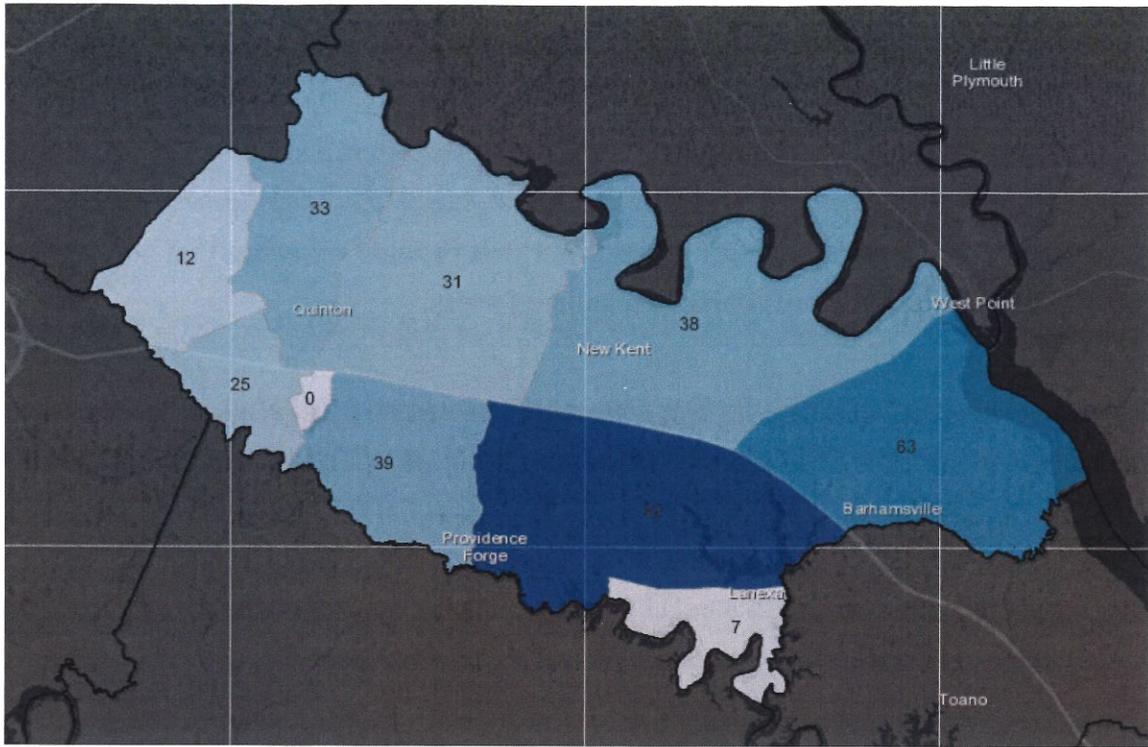
³ <https://www2.census.gov/geo/pdfs/reference/GARM/Ch11GARM.pdf>

It is always important to identify the areas with the greatest demand no matter what steps New Kent County takes to meet their citizen demand, broadband deployment should be built to demand. The greater demand served first will provide revenues that could offset the costs of building to the more sparsely populated areas.

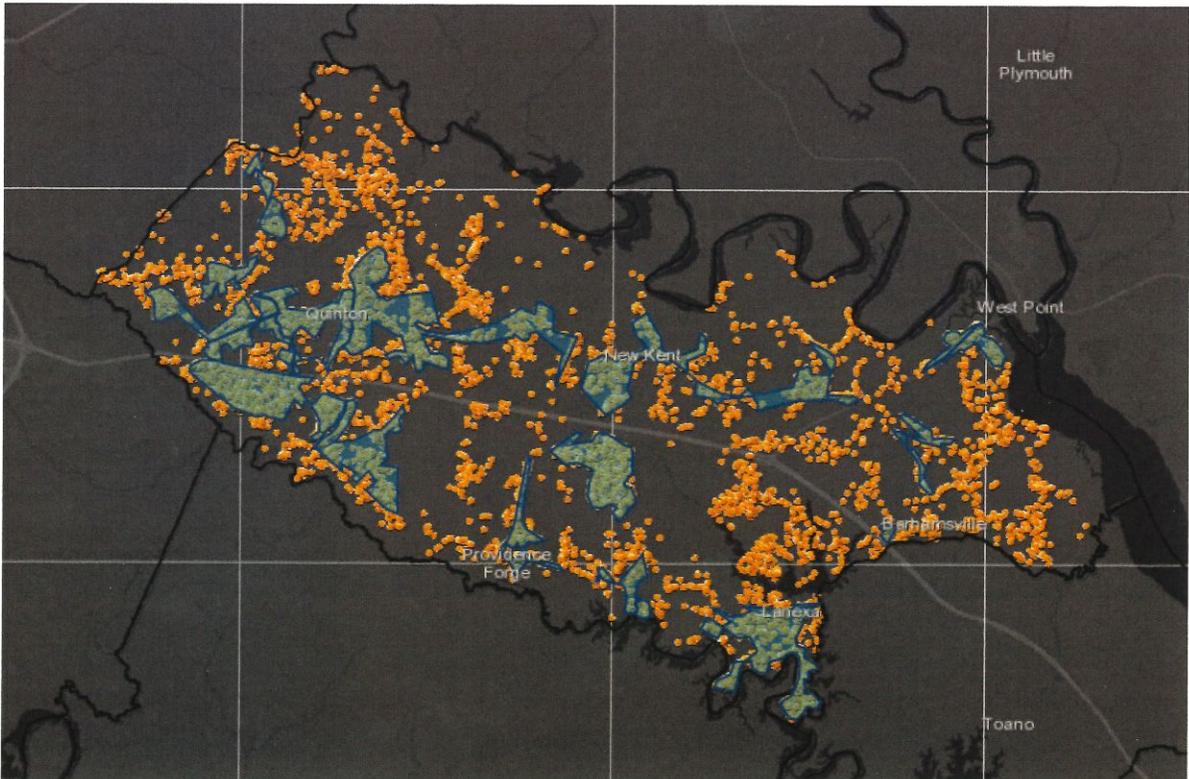
Internet service providers build infrastructure where it is most profitable -x where they obtain the largest return on their investment. Household density is an important variable in that equation. The following map shows CBGs shaded based on household density and as you can see the areas with greater density (darker shaded) are the areas in New Kent that currently have cable service. The number shown within each CBG is the estimated household density (households per square mile).



The following view of the CBGs is shaded based on the number of businesses....the darker the blue the more businesses in that areas. Ideally when we sequence areas based on demand we should consider businesses, households with school-aged children and public safety needs (fire/rescue stations).



The next map shows the current cable coverage on top of the address points. DSL service was excluded as that service in New Kent does not reach “broadband” speeds of 25Mbps/3. This view provides the perspective of how many locations do not have access to any fixed broadband by today’s FCC definition. As mentioned earlier, more than 30% of New Kent’s addressed locations are unserved.



2021 Virginia Telecommunication Initiative (VATI) Passing Form

Type of Passings	Total Number in Project Area	Number with Speeds at 10/1 or below in Project Area
Residential	698	293
Businesses (non-home based)	12	4
Businesses (home-based)	85	25
Community Anchors	1	
Non-residential	45	18
Total Number of Passings	756	340

*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.

**COUNTY OF NEW KENT, VIRGINIA
AND
COX COMMUNICATIONS HAMPTON ROADS, LLC
MEMORANDUM OF AGREEMENT
FOR
VIRGINIA TELECOMMUNICATIONS INITIATIVE (VATI) GRANT PARTNERSHIP**

THIS MEMORANDUM OF AGREEMENT (this “Agreement”) is made this _____ day of _____, 2020, by and between the County of New Kent, Virginia, a municipal corporation that is a political subdivision of the Commonwealth of Virginia (hereinafter “County”) and Cox Communications Hampton Roads, LLC, a Virginia Limited Liability Company (hereinafter “Cox”).

WHEREAS, The goal of this Memorandum of Agreement is to set forth the undertakings of the parties as it relates to partnering on the submission of a Virginia Telecommunications Initiative (VATI) Grant with the goal of obtaining funds to support the extension of existing Cox network to reach unserved residents of New Kent, Virginia.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and warranties, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY

In addition to the covenants in other sections of this Agreement, the COUNTY represents, warrants and covenants as follows:

Organization, Authorization and Validity. The County of New Kent, Virginia, a municipal corporation that is a political subdivision of the Commonwealth of Virginia validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement. The Agreement is a valid, legal and binding agreement.

Authority. The COUNTY has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the COUNTY would prevent or materially and adversely affect the COUNTY’s ability to perform the terms of this Agreement.

The COUNTY will contribute the cost of [TO BE DETERMINED] for the project.

The COUNTY will act as the project manager in relation to the DHCD VATI Grant process.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF COX

In addition to the covenants in other sections of this Agreement, Cox represents, warrants and covenants for itself as follows:

Organization, Authorization and Validity. Cox is a duly organized Virginia Limited Liability Company validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement. The Agreement is a valid, legal and binding agreement.

Authority. The Cox has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

Approval to be listed as a co-applicant for the 2021 VATI Grant.

Application support providing the following to New Kent by [DATE]:

Proposed network maps

Details to complete the derivation of costs and budget worksheets

Project management plan including scope of work and timelines

Information on service speeds and associated rates

The two most recent 477 FCC filing summary documents

Marketing tactics information

Other items upon request, as able, based on the ability of Cox to do so keeping in mind customer privacy and company interests

Dedicated company resources to gather the aforementioned information.

Funding to support a portion of the overall budget to help meet the 20% minimum contribution requirement from an ISP, locality or the combination of the two.

Confirmation that all projects included in this proposal can be and will be completed within the 12-18 month timeframe as required by the VATI 2021 guidelines.

MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

In addition to the covenants in other sections of this Agreement, the parties represents, warrants and covenants as follows:

Both parties will work together to, to the best of their ability, provide information to successfully meet the requirements as outlined in the VATI 2021 guidelines and evaluation criteria.

Both parties understand the deadline for submission is August 17, 2020 by 11:59 p.m. through the online CAMS process. The County of New Kent, as the Applicant, agrees to transfer all data to the online application prior to the deadline.

Term of Agreement. (a) The term of this Agreement shall be for two (2) years, with three (2) one (1) year renewal options upon the written agreement of the parties.

Termination. The COUNTY may terminate the contract for cause or for convenience after giving thirty (30) days' notice in writing to Cox. The written notice shall state whether the termination is for convenience or cause. The notice shall be delivered by a commercial courier service or mailed certified with return receipt requested to the address listed herein.

Voluntary Termination. The parties may additionally voluntarily terminate the contract giving sixty (60) days' notice in writing to the other party. The notice shall be delivered by a commercial courier service or mailed certified with return receipt requested to the address listed herein.

Compliance With Applicable Law. Cox shall at all times during the term of this Agreement, including any renewal period, comply with all applicable federal, state, and local laws, Agreements, and regulations. Expressly reserved to the COUNTY is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional Agreements and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Payment of Fees. The COUNTY shall pay all amounts (fees, costs, expenses, compensation, and taxes) allowed by the New Kent County Code, New Kent Zoning Agreement and the Code of Virginia, 1950.

Liability of COUNTY and Indemnification. The COUNTY, its officials, employees, agents, and attorneys, shall not be responsible for any liability of the Cox, any affiliated person or any other person, arising out of or in connection with the installation, maintenance, upgrade, repair or removal of facilities.

The COUNTY and its officials, employees, agents, and attorneys shall have no liability to the Cox, any affiliated Person or any other Person for any special, incidental, consequential or other damages as a result of the exercise of any right of the COUNTY pursuant to this Agreement or applicable law, including, without limitation, the rights of the COUNTY to approve or disapprove the grant, termination, amendment, renewal or transfer of the Franchise, or to otherwise modify all of any part of this Agreement or the Franchise.

To the extent permitted by law, Cox agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by Cox of the terms and conditions of this Agreement, except to the extent proximately caused by the gross negligence or willful misconduct of the COUNTY, its officers, employees and agents. In addition, to the extent permitted by law, Cox shall protect, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any fiber optic cabling facilities except to the extent proximately caused by the gross negligence or willful misconduct of the COUNTY, its officers, employees or agents.

General Provisions.

(a)*Authority.* Cox warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities, and upon request by the COUNTY will provide evidence of such authority.

(b)*Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the COUNTY or Cox may have, at law or in equity, for enforcement of this Agreement.

(c)*Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d)*Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e)*Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or COUNTY, including all future laws and Agreements, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Change of law.* Notwithstanding anything in this Agreement, if any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change (a) declares this

Agreement invalid, in whole or in part, or (b) requires the Cox either to (i) perform any act that is inconsistent with any provision of this Agreement or (ii) cease performing any act required by any provision of this Agreement, including any obligations with respect to compensation or other financial obligations pursuant to this Agreement, or (c) alters the COUNTY's jurisdiction or rights related to this Franchise or similar franchises, then either the COUNTY or the Cox shall promptly notify the other of such fact.

Upon receipt of such notification, the parties, acting in good faith, shall determine whether such declaration or requirement has a material and adverse effect on this Agreement. If the parties, acting in good faith, determine that such declaration or requirement does not have a material and adverse effect on this Agreement, then the Cox shall comply with such declaration or requirement. If the parties, acting in good faith, determine that such declaration or requirement does have such an effect or that compliance with such declaration or requirement by the Cox would materially frustrate or impede the ability of the Cox, to carry out its obligations pursuant to, and the purposes of, this Agreement, then the Cox and the COUNTY may enter into good faith negotiations to amend this Agreement. Such materially frustration or impediment of the ability of the Cox shall not include the potential increase in cost or expense to the Cox, nor the choice of location, placement or other requirements of fiber optic cabling facilities. If the parties fail to produce an Agreement which is reasonably acceptable to both the COUNTY and the Cox, then the COUNTY or Cox may accelerate the expiration of the Term so that the Term shall expire on a date determined by the COUNTY and Cox not less than twelve (12) months after such determination.

(g)*Controlling law and venue.* By virtue of entering into this Agreement, Cox agrees and submits itself to the New Kent Circuit Court in the County of New Kent, Virginia or in the United States District Court for the Eastern District of Virginia, Norfolk Division, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws.

(h)*Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i)*Nondiscrimination.* During the performance of this Agreement, Cox agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap or national origin. Cox agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Cox, in all solicitations or advertisements for employees placed by or on behalf of Cox, will state that Cox is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(j)*Entire Agreement.* This Agreement, including all Appendices, embodies the entire understanding and Agreement of the COUNTY and the Cox with respect to the subject matter hereof and merges and supersedes all prior representations, agreements and understandings, whether oral or written, between the COUNTY and Cox with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the COUNTY or the Cox.

(k)*Delays and Failures Beyond Control of Cox.* Notwithstanding any other provision of this Agreement, the Cox shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God, or sabotage, where the Cox has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Cox and such delay in performance or failure to perform affects only part of the Cox's capacity to perform, the Cox shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s).

The Cox agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Cox shall notify the COUNTY in writing of the occurrence of an event covered by this Section within five (5) business days or a reasonable time period under the circumstances of the date upon which the Cox learns of its occurrence.

(1)*Notices.*

(1)Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the County:

[CONTACT]

[ADDRESS]

With a courtesy copy to:

[CONTACT]

[ADDRESS]

To COX COMMUNICATIONS HAMPTON ROADS, LLC:

To Cox: Manager, Government and Public Affairs

Attn: Sarah Buck

1341 Crossways Blvd.

Chesapeake, VA 23320

With an optional courtesy copy to:

Richard Strong

6205-B Peachtree Dunwoody Road NE #16-112

Atlanta, GA 30328

(2)Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

(m)*No Agency.* The Cox shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the COUNTY.

(n)*Survival.* All representations and warranties contained in this Agreement shall survive the Term. The Cox acknowledges that certain of the obligations to be performed under this Agreement are to be performed after the Franchise terminates or expires.

(o)*Delegation of COUNTY Rights.* The COUNTY reserves the right to delegate and re-delegate, from time to time, any of its rights or obligations under this Agreement to any body, organization or official. Upon such delegation or re-delegation, references to "COUNTY" in this Agreement shall refer to the body, organization or official to whom such delegation or re-delegation has been made.

Upon receipt of such notice by the Cox, the Cox shall be bound by all terms and conditions of the delegation not in conflict with this Agreement. Any such delegation, revocation or re-delegation, no matter how often made, shall not be deemed an amendment to this Agreement or require any consent of the Cox.

(p)*Modifications.* Except as otherwise provided in this Agreement, (including any Appendix to this Agreement), or applicable law, no provision of this Agreement (nor any Appendix to this Agreement), shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the COUNTY and the Cox, which amendment shall be authorized on behalf of the COUNTY through the adoption of an appropriate Agreement, resolution or order by the COUNTY, as required by applicable law.

(q)*Reservation of Rights.* The COUNTY reserves the right to adopt or issue such lawful rules, regulations, orders, or other directives governing the Cox's use of the public streets as it shall find necessary or appropriate in the exercise of its police power, and such other orders as the COUNTY shall find necessary or appropriate pursuant to and in furtherance of the purposes of this Agreement, and the Cox expressly agrees to comply with all such lawful rules, regulations, orders, or other directives. If any such exercise of right materially alters any of the terms or conditions of this Agreement, the parties may, acting in good faith, negotiate such change. No rule, regulation, order or other directive issued pursuant to this Section shall constitute an amendment to this Agreement.

(r)*Reports.* At the reasonable request of the COUNTY, the Cox shall promptly submit to the COUNTY such information, as maintained in the ordinary course of business, as the COUNTY may request and as allowed by federal and state law regarding the Cox's placement and location of equipment in the public streets and payments and collections made by Cox pursuant to this Agreement.

(s)*Books and Records, Right of Inspection.* Throughout the Term, the Cox shall maintain in the COUNTY, or make available at Cox's location in the COUNTY or as mutually agreed upon by the COUNTY and Cox within fifteen (15) business days after receipt of written request, or within the time that is reasonable under the circumstances though not to exceed thirty (30) days, complete and accurate books of account, documents and records, or copies thereof, of the business, ownership, and operations of the Cox with respect to Cox's installation, construction, maintenance, upgrade, repair, relocation and removing of the facilities in the Public streets that may be required under this Agreement, including without limitation, all records, as maintained in the ordinary course of business, adequate to enable the Cox to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Agreement. The COUNTY and its designated representatives shall have the right to inspect, examine and audit, during normal business hours and upon sixty (60) days' notice to the Cox, all such documents, records and other information of the Cox required to be maintained.

(t)*Treatment of Proprietary Information.* Access by the COUNTY to the documents, records or other information covered by this Agreement shall not be denied by the Cox on grounds that such documents, records or information are alleged by the Cox to contain proprietary information, provided that this requirement shall not be deemed to constitute a waiver of the Cox's right to assert that the proprietary information contained in such documents, records or other information, should not be disclosed and to withhold such information upon the agreement of the COUNTY. In order to determine the validity of such assertion and withholding by the Cox, the COUNTY agrees to review the alleged proprietary information at the Cox's

premises, subject to the terms as reasonably determined by the parties, and, to limit access to the alleged proprietary information to those individuals who require the information in the exercise of the COUNTY's rights under this Agreement, as reasonably determined by the parties. If the COUNTY Attorney concurs with the Cox's assertion regarding the proprietary nature of such information, the COUNTY will not disclose such information to any Person and will not remove from the Cox's premises the proprietary portion of any document or other tangible thing that contains such proprietary information. If the COUNTY Attorney does not concur with such assertion, then the Cox shall promptly provide such documents, including the alleged proprietary portion thereof, to the COUNTY, provided that the Cox shall not be required to provide the proprietary portion thereof if it promptly notifies the COUNTY of its intentions to challenge the COUNTY Attorney's decision or during the pendency of any court challenge to such provision. The labeling of documents, records or other information as proprietary shall be the sole responsibility of the Cox.

COUNTY OF NEW KENT, VIRGINIA

County Administrator

APPROVED AS TO FORM:

County Attorney

The undersigned hereby agrees to comply with all the terms, requirements and conditions of the above Memorandum of Agreement.

COX COMMUNICATIONS HAMPTON ROADS, LLC

By: _____

Name: _____

Its: _____

Date: _____

State of _____

COUNTY/County of _____, TO WIT;

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by , _____ of Cox Communications Hampton Roads, LLC. He/she is personally known to me or has produced _____ as evidence of identification.

Notary Public

My commission expires _____ My registration number: _____

DRAFT

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	\$ 4533206	75	Pending
Cox Communications	\$ 1243680	20	Pending award of VATI Grant
New Kent County	\$ 325000	5	Pending Award of VATI grant
	\$		
	\$		
	\$		
	\$		
TOTAL	\$ 6,101,886	100%	



Board of Supervisors

Thomas W. Evelyn District 1
C. Thomas Tiller, Jr. District 2
Patricia A. Paige District 3
Ron Stiers District 4
John N. Lockwood District 5

Rodney A. Hathaway
County Administrator

www.co.new-kent.va.us

August 13, 2020

Virginia Department of Housing Community Development
600 East Main Street, Suite 300
Richmond, VA 23219

To Whom It May Concern,

New Kent County will be providing matching funds in the amount of \$300,000 for the 2021 Virginia Telecommunications Initiative grant project request. The grant funds will be used in the following manner:

Construction Cost	\$246,764
Marketing	\$5,500
Project Management	\$47,736
TOTAL	\$300,000

Please do not hesitate to contact me at (804) 966-9683, or by email at rahathaway@newkent-va.us if you have any questions.

Sincerely,

Rodney A. Hathaway
County Administrator



Government and Public Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

August 13, 2020

Mr. Rodney Hathaway
County Administrator
12007 Courthouse Circle
New Kent, VA 23124

Dear Mr. Hathaway,

Cox will be providing all of the planning, engineering, materials and labor for the installation of the fiber facilities necessary for this project. The value of the Cox contribution that is not reimbursed by VATI is \$1,186,419. Cox is committed to provide that amount of match funding.

Sincerely,

A handwritten signature in black ink that reads "Sarah".

Sarah Buck
Manager, Public Affairs



Government and Public Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

August 9, 2020

Mr. Rodney Hathaway
County Administrator
12007 Courthouse Circle
New Kent, VA 23124

Dear Mr. Hathaway,

Thank you for the opportunity to work with the County on a grant application to help provide broadband service to additional homes in New Kent that are currently unserved. Cox Communications is a committed partner to this project, and we look forward to coordinating with your great team to make this grant application successful.

Cox Communications has been providing video and telecommunications service in the Commonwealth for more than 40 years and we have continually looked for ways to enhance and expand our network to meet the needs of our customers. Since 2006, Cox has invested nearly \$2 billion in our Virginia network which has allowed us to repeatedly increase internet speeds and make our network future-ready for 10G to the home. These investments and services have significant impact on economic development by increasing opportunities for residents to telework, students to participate in virtual learning, residents to access telehealth options, and by allowing more home-based businesses to thrive.

This is an exciting time and we appreciate the opportunity to work with New Kent County on a new grant application for this last-mile project that could help to bring broadband service to hundreds of homes in the County.

As always, please feel free to contact me with any questions you may have.

Respectfully,

A handwritten signature in black ink that reads 'Sarah'.

Sarah Buck
Manager, Public Affairs

Old Church Road & Crumps Mill Road Cost Derivation

Product	Total Cost	VATI	Non-VATI - Cox	Non-VATI - County	Source of Estimate	Date
Price Below includes fiber cabinets and fiber electronics.						
Construct approx. 112898' of new underground fiber network to include electronics @ 19.884 per ft. Ability to share electronics from neighboring subdivisions drops per foot cost.	\$2,244,963	\$1,789,109	\$366,055	\$89,799	Cox Communications	8/12/2020
Construct Approx. 0' of new aerial fiber						
Price above includes reoccurring drops and CPE.						
Add (2) system power supply units @ \$4,447 per unit.	\$8,894	\$7,528	\$1,010	\$356	Cox Communications	8/12/2020
Perform network engineering & design & make-ready	\$15,314	\$11,883	\$2,818	\$613	Cox Communications	8/12/2020
Project Totals	\$2,269,171	\$1,808,520	\$369,883	\$90,768	Cox Communications	8/12/2020

Barhamsville Cost Derivation

Product	Total Cost	VATI	Non-VATI - Cox	Non-VATI - County	Source of Estimate	Date
Price Below includes fiber cabinets and fiber electronics						
Construct approx. 96,118' of new underground fiber network to include electronics @ 20.139 per ft.	\$1,935,780	\$1,401,950	\$445,230	\$88,600	Cox Communications	8/12/2020
Construct approx. 115,316' of new aerial fiber network to include electronics @ \$7.47 per foot.	\$861,411	\$628,830	\$198,125	\$34,456	Cox Communications	8/12/2020
Price above includes reoccurring drops and CPE						
Add (3) system power supply units @ \$4,447 per unit	\$13,341	\$7,350	\$5,457	\$534	Cox Communications	8/12/2020
Perform network engineering & design & make-ready	\$75,484	\$58,578	\$13,887	\$3,019	Cox Communications	8/12/2020
Project Totals	\$2,886,016	\$2,096,708	\$662,699	\$126,609	Cox Communications	8/12/2020

Tunstall Road Cost Derivation

Product	Total Cost	VATI	Non-VATI - Cox	Non-VATI - County	Source of Estimate	Date
Price Below includes fiber cabinets and fiber electronics.						
Construct approx. 34375' of new underground fiber network to include electronics @ \$19.556 per ft.	\$672,268	\$504,873	\$140,505	\$26,890	Cox Communications	8/12/2020
Construct Approx. 6480' of new aerial fiber to include electronics @ \$7.5 per ft.	\$48,600	\$36,498	\$10,158	\$1,944	Cox Communications	8/12/2020
Price above includes reoccurring drops and CPE.						
Add (1) system power supply units @ \$4,447 per unit.	\$4,447	\$3,764	\$505	\$178	Cox Communications	8/12/2020
Perform network engineering & design & make-ready	\$9,380	\$7,280	\$1,725	\$375	Cox Communications	8/12/2020
Project Totals	\$734,695	\$552,415	\$152,893	\$29,387	Cox Communications	8/12/2020

Autumn Hills Cost Derivation

Product	Total Cost	VATI	Non-VATI - Cox	Non-VATI - County	Source of Estimate	Date
Price Below includes fiber cabinets and fiber electronics.						
Construct approx. 862' of new underground fiber network to include electronics @ \$14.19 per ft. Sharing partial electronics from Kingsfield subdivision. Partial pull through existing conduit to lower cost per foot.	\$ 122,770	\$ 62,924	\$ 44,296	\$ 4,459	Cox Communications	8/12/2020
Construct Approx. 0' of new aerial fiber					Cox Communications	8/12/2020
Reoccurring Drops, Installs, and CPE	\$ 11,091	\$ 9,341	\$ 11,091	\$ 1,750		
Power supply already in place from previous project					Cox Communications	8/12/2020
Perform network engineering & design & make ready	\$ 15,314	\$ 11,246	\$ 2,818	\$ 1,250	Cox Communications	8/12/2020
Project Totals	\$ 149,175	\$ 83,511	\$ 58,205	\$ 7,459	Cox Communications	8/12/2020

ATTACHMENT 11 – DERIVATION OF COSTS

Northwest New Kent – Crumps Mill, White House, Old Church

Product	Total Cost	VATI	Non-VATI	Source of Estimate	Date
Price Below includes fiber cabinets and fiber electronics.					
Construct approx. 112898' of new underground fiber network to include electronics @ 19.884 per ft. Ability to share electronics from neighboring subdivisions drops per foot cost.	\$ 2,244,963	\$ 1,878,908	\$ 366,055	Cox Communications	8/12/2020
Construct Approx. 0' of new aerial fiber					
Price above includes reoccurring drops and CPE.					
Add (2) system power supply units @ \$4,447 per unit.	\$ 8,894	\$ 7,884	\$ 1,010	Cox Communications	8/12/2020
Perform network engineering & design & make-ready	\$ 15,314	\$ 12,496	\$ 2,818	Cox Communications	8/12/2020
Project Totals	\$ 2,269,171	\$ 1,899,288	\$ 369,883	Cox Communications	8/12/2020

BRAHAMSVILLE

<u>Product</u>	<u>Total Cost</u>	<u>VATI</u>	<u>Non-VATI</u>	<u>Source of Estimate</u>	<u>Date</u>
Price Below includes fiber cabinets and fiber electronics					
Construct approx. 96,118' of new underground fiber network to include electronics @ 20.139 per ft.	\$ 1,935,780	\$ 1,490,550	\$ 445,230	Cox Communications	8/12/2020
Construct approx. 115,316' of new aerial fiber network to include electronics @ \$7.47 per foot.	\$ 861,411	\$ 663,286	\$ 198,125	Cox Communications	8/12/2020
Price above includes reoccurring drops and CPE					
Add (3) system power supply units @ \$4,447 per unit	\$ 13,341	\$ 7,884	\$ 5,457	Cox Communications	8/12/2020
Perform network engineering & design & make-ready	\$ 75,484	\$ 61,597	\$ 13,887	Cox Communications	8/12/2020
Project Totals	\$ 2,886,016	\$ 2,223,317	\$ 662,699	Cox Communications	8/12/2020

TUNSTALL ROAD

<u>Product</u>	<u>Total Cost</u>	<u>VATI</u>	<u>Non-VATI</u>	<u>Source of Estimate</u>	<u>Date</u>
Price Below includes fiber cabinets and fiber electronics.					
Construct approx. 34375' of new underground fiber network to include electronics @ \$19.556 per ft.	\$ 672,268	\$ 531,763	\$ 140,505	Cox Communications	8/12/2020
Construct Approx. 6480' of new aerial fiber to include electronics @ \$7.5 per ft.	\$ 48,600	\$ 38,442	\$ 10,158	Cox Communications	8/12/2020
Price above includes reoccurring drops and CPE.					
Add (1) system power supply units @ \$4,447 per unit.	\$ 4,447	\$ 3,942	\$ 505	Cox Communications	8/12/2020
Perform network engineering & design & make-ready	\$ 9,380	\$ 7,654	\$ 1,725	Cox Communications	8/12/2020
Project Totals	\$ 734,695	\$ 581,801	\$ 152,893	Cox Communications	8/12/2020

AUTUMN HILLS – HENPECK

<u>Product</u>	<u>Total Cost</u>	<u>VATI</u>	<u>Non-VATI</u>	<u>Source of Estimate</u>	<u>Date</u>
Fiber Cabinet already in place from previous project.	\$ -	\$ -	\$ -	Cox Communications	8/17/2020
Construct approx. 8652' of new underground fiber network to include electronics @ \$14.19 per ft. Sharing partial electronics from Kingsfield subdivision. - partial pull through existing conduit to lower cost per foot.	\$ 122,770	\$ 67,383	\$ 44,296	Cox Communications	8/17/2020
Construct Approx. 0' of new aerial fiber	\$ -	\$ -	\$ -	Cox Communications	8/17/2020
Reoccurring Drops, Installs, and CPE	\$ 11,091	\$ 11,091	\$ 11,091	Cox Communications	8/17/2020
Power supply already in place from previous project	\$ -	\$ -	\$ -	Cox Communications	8/17/2020
Perform network engineering & design & make-ready	\$ 15,314	\$ 12,496	\$ 2,818	Cox Communications	8/17/2020
Project Totals	\$ 149,175	\$ 90,970	\$ 58,205	Cox Communications	8/17/2020



(RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN:

0001834696

Data as of:

Jun 30, 2019

Operations:

Non-ILEC

Submission Status:

Revised - Submitted

Last Updated:

Apr 9, 2020 08:57:08

Filer Identification

Section	Question	Response
Filer Information	Company Name	Cox Communications, Inc
	Holding Company Name	Cox Communications, Inc.
	SAC ID	139001, 199018, 219019, 229011, 279011, 359019, 379001, 409029, 419021, 439003, 459012, 549017, 559017, 589001
	499 ID	827138

Section	Question	Response
Data Contact Information	Data Contact Name	Paul Cain
	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	paul.cain@cox.com
Emergency Operations Contact Information	Emergency Operations Name	Mark Peay
	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	mark.peay@cox.com
Certifying Official Contact Information	Certifying Official Name	Joiava T. Philpott

Section	Question	Response
	Certifying Official Phone Number	(404) 269-0983
	Certifying Official E-mail	joiava.philpott@cox.com

Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	Fixed_Broadband_Deployment_FCC_063019_v2.txt	Apr 9, 2020 08:43:04	311672
Fixed Broadband Subscription	Fixed_Broadband_Subscription_FCC_063019.txt	Apr 9, 2020 08:22:19	103061
Fixed Voice Subscription	Voice_Telephone_Subscription_Detail_FCC_063019.txt	Apr 9, 2020 08:22:19	8913

Fixed Broadband Deployment

Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	Blocks
Arizona	Cox Communications	Cable Modem – DOCSIS 3.0	1620
		Cable Modem – DOCSIS 3.1	54435
		Optical Carrier/Fiber to the End User	4421
Arkansas	Cox Communications	Cable Modem – DOCSIS 3.1	12510
		Optical Carrier/Fiber to the End User	82
California	Cox Communications	Cable Modem – DOCSIS 3.0	2221
		Cable Modem – DOCSIS 3.1	26683
		Optical Carrier/Fiber to the End User	886
Connecticut	Cox Communications	Cable Modem – DOCSIS 3.0	380

State	DBA Name	Technology	Blocks
		Cable Modem – DOCSIS 3.1	5682
		Optical Carrier/Fiber to the End User	12
District of Columbia	Cox Communications	Cable Modem – DOCSIS 3.1	5
Florida	Cox Communications	Cable Modem – DOCSIS 3.0	1502
		Cable Modem – DOCSIS 3.1	12546
		Optical Carrier/Fiber to the End User	132
Georgia	Cox Communications	Cable Modem – DOCSIS 3.0	2180
		Cable Modem – DOCSIS 3.1	3247
		Optical Carrier/Fiber to the End User	57

State	DBA Name	Technology	Blocks
Idaho	Cox Communications	Cable Modem – DOCSIS 3.1	734
Iowa	Cox Communications	Cable Modem – DOCSIS 3.1	1451
		Optical Carrier/Fiber to the End User	4
Kansas	Cox Communications	Cable Modem – DOCSIS 3.0	1
		Cable Modem – DOCSIS 3.1	28820
		Optical Carrier/Fiber to the End User	135
Louisiana	Cox Communications	Cable Modem – DOCSIS 3.0	1290
		Cable Modem – DOCSIS 3.1	34878
		Optical Carrier/Fiber to the End User	118

State	DBA Name	Technology	Blocks
Massachusetts	Cox Communications	Cable Modem – DOCSIS 3.1	99
Nebraska	Cox Communications	Cable Modem – DOCSIS 3.0	12
		Cable Modem – DOCSIS 3.1	12153
		Optical Carrier/Fiber to the End User	307
Nevada	Cox Communications	Cable Modem – DOCSIS 3.0	20
		Cable Modem – DOCSIS 3.1	17106
		Optical Carrier/Fiber to the End User	247
North Carolina	Cox Communications	Cable Modem – DOCSIS 3.1	25
Ohio	Cox Communications	Cable Modem – DOCSIS 3.0	1

State	DBA Name	Technology	Blocks
		Cable Modem – DOCSIS 3.1	2105
		Optical Carrier/Fiber to the End User	2
Oklahoma	Cox Communications	Cable Modem – DOCSIS 3.0	13
		Cable Modem – DOCSIS 3.1	29994
		Optical Carrier/Fiber to the End User	692
Rhode Island	Cox Communications	Cable Modem – DOCSIS 3.0	26
		Cable Modem – DOCSIS 3.1	18520
		Optical Carrier/Fiber to the End User	35
Virginia	Cox Communications	Cable Modem – DOCSIS 3.0	25

State	DBA Name	Technology	Blocks
		Cable Modem – DOCSIS 3.1	34126
		Optical Carrier/Fiber to the End User	132
Total			311672

Fixed Broadband Subscription

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

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Arizona	Cable Modem	18337	1140388	84901	1225289
	Optical Carrier/Fiber to the End User	3796	57803	3370	61173
Arkansas	Cable Modem	2237	122336	12140	134476

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	313	1691	337	2028
California	Cable Modem	10520	812147	55500	867647
	Optical Carrier/Fiber to the End User	2249	18783	5051	23834
Connecticut	Cable Modem	1881	115340	9691	125031
	Optical Carrier/Fiber to the End User	139	782	121	903
District of Columbia	Optical Carrier/Fiber to the End User	3	0	3	3
Florida	Cable Modem	3213	224637	18752	243389

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	468	4800	610	5410
Georgia	Cable Modem	1174	71668	6370	78038
	Optical Carrier/Fiber to the End User	184	2304	195	2499
Idaho	Cable Modem	71	6414	609	7023
	Optical Carrier/Fiber to the End User	6	0	6	6
Iowa	Cable Modem	410	18321	1309	19630
	Optical Carrier/Fiber to the End User	39	38	40	78

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Kansas	Cable Modem	5061	244902	21190	266092
	Optical Carrier/Fiber to the End User	560	1373	675	2048
Louisiana	Cable Modem	9042	397117	36801	433918
	Optical Carrier/Fiber to the End User	1484	4467	2016	6483
Massachusetts	Cable Modem	22	1044	15	1059
Nebraska	Cable Modem	3279	196874	15210	212084
	Optical Carrier/Fiber to the End User	637	6128	549	6677

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Nevada	Cable Modem	7758	538819	40586	579405
	Optical Carrier/Fiber to the End User	1335	19425	1721	21146
North Carolina	Cable Modem	20	471	10	481
Ohio	Cable Modem	1238	47484	2972	50456
	Optical Carrier/Fiber to the End User	27	0	30	30
Oklahoma	Cable Modem	8804	395711	40405	436116
	Optical Carrier/Fiber to the End User	2049	9453	3296	12749

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Rhode Island	Cable Modem	3988	192958	17658	210616
	Optical Carrier/Fiber to the End User	339	805	392	1197
Virginia	Cable Modem	10794	528311	52993	581304
	Optical Carrier/Fiber to the End User	1584	5420	2422	7842
Total		103061	5188214	437946	5626160

Fixed Broadband Subscriptions by Bandwidths and End-user Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
0.256	0.256	0	172	172

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
0.384	0.384	0	2560	2560
0.512	0.512	0	8	8
0.768	0.768	0	1	1
1.000	0.256	0	6	6
1.000	1.000	0	47	47
1.500	0.384	0	176	176
1.500	0.512	0	3	3
1.500	1.500	0	344	344
2.000	0.384	0	253	253

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
2.000	2.000	0	3160	3160
3.000	0.384	0	1	1
3.000	0.512	0	1697	1697
3.000	3.000	0	177	177
4.000	4.000	0	16	16
5.000	1.000	297	900	1197
5.000	2.000	0	259	259
5.000	5.000	0	327	327
6.000	1.000	0	1307	1307

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
6.000	2.000	0	64	64
6.000	6.000	0	91	91
7.000	7.000	0	5	5
8.000	2.000	0	12	12
8.000	8.000	0	10	10
9.000	1.000	0	1119	1119
9.000	9.000	0	2	2
10.000	1.000	239394	0	239394
10.000	2.000	0	72064	72064

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
10.000	3.000	0	100	100
10.000	10.000	0	1096	1096
13.000	4.000	0	2	2
15.000	1.000	84503	0	84503
15.000	1.500	0	1	1
15.000	2.000	110675	0	110675
15.000	3.000	0	7750	7750
15.000	5.000	0	486	486
15.000	15.000	0	29	29

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
15.500	5.000	0	84	84
20.000	3.000	0	9701	9701
20.000	4.000	0	6	6
20.000	20.000	0	1702	1702
25.000	3.000	10582	0	10582
25.000	4.000	0	1584	1584
25.000	5.000	0	97940	97940
25.000	10.000	0	140	140
25.000	15.000	0	2	2

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
25.000	25.000	0	68	68
28.000	4.000	0	215	215
30.000	3.000	769167	0	769167
30.000	10.000	0	214	214
30.000	30.000	0	753	753
35.000	35.000	0	2	2
40.000	40.000	0	319	319
45.000	45.000	0	12	12
50.000	5.000	0	5346	5346

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
50.000	10.000	0	99668	99668
50.000	15.000	0	244	244
50.000	50.000	0	3267	3267
60.000	15.000	0	172	172
60.000	60.000	0	25	25
70.000	70.000	0	11	11
75.000	10.000	0	5	5
75.000	25.000	0	710	710
75.000	75.000	0	24	24

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
80.000	10.000	0	12	12
80.000	20.000	0	38	38
80.000	80.000	0	6	6
90.000	90.000	0	4	4
100.000	10.000	2548570	72	2548642
100.000	20.000	0	78729	78729
100.000	30.000	0	139	139
100.000	40.000	0	1	1
100.000	50.000	0	1	1

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
100.000	100.000	0	5112	5112
120.000	120.000	0	1	1
130.000	130.000	0	2	2
140.000	30.000	0	8	8
150.000	10.000	396047	7	396054
150.000	20.000	0	618	618
150.000	40.000	0	11	11
150.000	150.000	0	123	123
155.000	155.000	0	11	11

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
200.000	20.000	0	17913	17913
200.000	50.000	0	1	1
200.000	200.000	0	1570	1570
250.000	250.000	0	50	50
300.000	30.000	861557	11113	872670
300.000	50.000	0	3	3
300.000	75.000	0	20	20
300.000	300.000	0	737	737
400.000	400.000	0	180	180

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
500.000	35.000	0	1594	1594
500.000	500.000	0	841	841
600.000	600.000	0	22	22
700.000	700.000	0	15	15
800.000	800.000	0	6	6
1000.000	35.000	137770	1297	139067
1000.000	1000.000	29652	1026	30678
2000.000	2000.000	0	82	82
3000.000	3000.000	0	22	22

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
4000.000	4000.000	0	15	15
5000.000	5000.000	0	33	33
6000.000	6000.000	0	3	3
8000.000	8000.000	0	2	2
10000.000	10000.000	0	43	43
12000.000	12000.000	0	1	1
40000.000	40000.000	0	2	2
100000.000	100000.000	0	1	1
Total		5188214	437946	5626160

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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
Cable Modem	0.256	0.256	0	167	167
	0.384	0.384	0	2551	2551
	1.000	0.256	0	6	6
	1.500	0.384	0	176	176
	1.500	1.500	0	1	1
	2.000	0.384	0	253	253
	2.000	2.000	0	3049	3049
	3.000	0.384	0	1	1
	3.000	0.512	0	1697	1697

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	3.000	3.000	0	17	17
	5.000	1.000	296	867	1163
	5.000	2.000	0	207	207
	5.000	5.000	0	3	3
	6.000	1.000	0	1307	1307
	6.000	2.000	0	63	63
	9.000	1.000	0	1119	1119
	10.000	1.000	236835	0	236835
	10.000	2.000	0	72045	72045

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	10.000	10.000	0	2	2
	15.000	1.000	84177	0	84177
	15.000	1.500	0	1	1
	15.000	2.000	110282	0	110282
	15.000	3.000	0	7623	7623
	15.000	5.000	0	190	190
	20.000	3.000	0	9701	9701
	20.000	4.000	0	6	6
	20.000	20.000	0	6	6

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	25.000	3.000	10569	0	10569
	25.000	4.000	0	1584	1584
	25.000	5.000	0	97835	97835
	25.000	15.000	0	2	2
	28.000	4.000	0	215	215
	30.000	3.000	756647	0	756647
	30.000	10.000	0	214	214
	30.000	30.000	0	1	1
	50.000	5.000	0	5346	5346

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	50.000	10.000	0	99541	99541
	50.000	15.000	0	12	12
	60.000	15.000	0	172	172
	80.000	10.000	0	12	12
	100.000	10.000	2494401	72	2494473
	100.000	20.000	0	78598	78598
	140.000	30.000	0	8	8
	150.000	10.000	392971	7	392978
	150.000	20.000	0	618	618

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	200.000	20.000	0	17869	17869
	300.000	30.000	832652	11060	843712
	500.000	35.000	0	1592	1592
	1000.000	35.000	136112	1296	137408
Optical Carrier/Fiber to the End User	0.256	0.256	0	5	5
	0.384	0.384	0	9	9
	0.512	0.512	0	8	8
	0.768	0.768	0	1	1
	1.000	1.000	0	47	47

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	1.500	0.512	0	3	3
	1.500	1.500	0	343	343
	2.000	2.000	0	111	111
	3.000	3.000	0	160	160
	4.000	4.000	0	16	16
	5.000	1.000	1	33	34
	5.000	2.000	0	52	52
	5.000	5.000	0	324	324
	6.000	2.000	0	1	1

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	6.000	6.000	0	91	91
	7.000	7.000	0	5	5
	8.000	2.000	0	12	12
	8.000	8.000	0	10	10
	9.000	9.000	0	2	2
	10.000	1.000	2559	0	2559
	10.000	2.000	0	19	19
	10.000	3.000	0	100	100
	10.000	10.000	0	1094	1094

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	13.000	4.000	0	2	2
	15.000	1.000	326	0	326
	15.000	2.000	393	0	393
	15.000	3.000	0	127	127
	15.000	5.000	0	296	296
	15.000	15.000	0	29	29
	15.500	5.000	0	84	84
	20.000	20.000	0	1696	1696
	25.000	3.000	13	0	13

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	25.000	5.000	0	105	105
	25.000	10.000	0	140	140
	25.000	25.000	0	68	68
	30.000	3.000	12520	0	12520
	30.000	30.000	0	752	752
	35.000	35.000	0	2	2
	40.000	40.000	0	319	319
	45.000	45.000	0	12	12
	50.000	10.000	0	127	127

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	50.000	15.000	0	232	232
	50.000	50.000	0	3267	3267
	60.000	60.000	0	25	25
	70.000	70.000	0	11	11
	75.000	10.000	0	5	5
	75.000	25.000	0	710	710
	75.000	75.000	0	24	24
	80.000	20.000	0	38	38
	80.000	80.000	0	6	6

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	90.000	90.000	0	4	4
	100.000	10.000	54169	0	54169
	100.000	20.000	0	131	131
	100.000	30.000	0	139	139
	100.000	40.000	0	1	1
	100.000	50.000	0	1	1
	100.000	100.000	0	5112	5112
	120.000	120.000	0	1	1
	130.000	130.000	0	2	2

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	150.000	10.000	3076	0	3076
	150.000	40.000	0	11	11
	150.000	150.000	0	123	123
	155.000	155.000	0	11	11
	200.000	20.000	0	44	44
	200.000	50.000	0	1	1
	200.000	200.000	0	1570	1570
	250.000	250.000	0	50	50
	300.000	30.000	28905	53	28958

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	300.000	50.000	0	3	3
	300.000	75.000	0	20	20
	300.000	300.000	0	737	737
	400.000	400.000	0	180	180
	500.000	35.000	0	2	2
	500.000	500.000	0	841	841
	600.000	600.000	0	22	22
	700.000	700.000	0	15	15
	800.000	800.000	0	6	6

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	1000.000	35.000	1658	1	1659
	1000.000	1000.000	29652	1026	30678
	2000.000	2000.000	0	82	82
	3000.000	3000.000	0	22	22
	4000.000	4000.000	0	15	15
	5000.000	5000.000	0	33	33
	6000.000	6000.000	0	3	3
	8000.000	8000.000	0	2	2
	10000.000	10000.000	0	43	43

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	12000.000	12000.000	0	1	1
	40000.000	40000.000	0	2	2
	100000.000	100000.000	0	1	1
Total			5188214	437946	5626160

Fixed Voice Subscription

VGE Lines and VoIP Subscriptions by State and End-user Type

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Arizona	12534	9335	633989	418670
Arkansas	0	0	61707	30177
California	11750	5039	548400	349878

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Connecticut	1053	979	86949	63796
Florida	0	0	117126	70868
Georgia	0	0	43018	27304
Idaho	0	0	3314	2284
Indiana	0	0	32	0
Iowa	669	640	14461	8912
Kansas	637	11	149949	78895
Louisiana	1589	1502	263717	157630
Massachusetts	0	0	35	0

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Missouri	0	0	19	0
Nebraska	6606	5323	135283	74308
Nevada	0	0	314330	214462
Ohio	0	0	27754	21121
Oklahoma	5669	971	308717	159111
Rhode Island	6671	5782	167502	101994
Texas	0	0	3	0
Virginia	13696	2613	418402	234798
Total	60874	32195	3294707	2014208

Fixed Voice Subscription (VGE Lines)

VG E Lines Provided to Unaffiliated Providers by State

State	Wholesale	UNE-L
Arizona	0	0
California	0	0
Connecticut	0	0
Iowa	0	0
Kansas	0	0
Louisiana	0	0
Nebraska	0	0
Oklahoma	0	0
Rhode Island	0	0

State	Wholesale	UNE-L
Virginia	0	0
Total	0	0

VGE Lines Provided to End Users by State, Bundle and Product Type

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
Arizona	12534	8409	4125	721	8614	2503	696
California	11750	4714	7036	91	4948	4087	2624
Connecticut	1053	917	136	11	968	45	29
Iowa	669	557	112	16	624	4	25

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
Kansas	637	41	596	1	10	372	254
Louisiana	1589	1392	197	106	1396	74	13
Nebraska	6606	4899	1707	132	5191	867	416
Oklahoma	5669	1019	4650	37	934	2484	2214
Rhode Island	6671	5156	1515	126	5656	440	449
Virginia	13696	2538	11158	326	2287	8632	2451
Total	60874	29642	31232	1567	30628	19508	9171

VGE Lines Provided to End Users by State, Ownership and Last-mile Medium

State	Total	by Ownership			by Last-mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
Arizona	12534	12281	253	0	0	12534	0	0
California	11750	11092	658	0	1199	10551	0	0
Connecticut	1053	1053	0	0	0	1053	0	0
Iowa	669	668	1	0	0	669	0	0
Kansas	637	606	31	0	0	637	0	0
Louisiana	1589	1582	7	0	0	1589	0	0
Nebraska	6606	6568	38	0	0	6606	0	0
Oklahoma	5669	5298	371	0	539	5130	0	0

State	Total	by Ownership			by Last-mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
Rhode Island	6671	6644	27	0	0	6671	0	0
Virginia	13696	13153	543	0	729	12967	0	0
Total	60874	58945	1929	0	2467	58407	0	0

Fixed Voice Subscription (iVoIP)

Over-the-top VoIP Subscriptions by State and End-user Type

State	Total	Consumer	Business / Govt
Arizona	573	0	573
Arkansas	1	0	1
California	7151	0	7151
Connecticut	1	0	1

State	Total	Consumer	Business / Govt
Florida	19	0	19
Georgia	0	0	0
Idaho	0	0	0
Indiana	32	0	32
Iowa	0	0	0
Kansas	729	0	729
Louisiana	165	0	165
Massachusetts	25	0	25
Missouri	19	0	19

State	Total	Consumer	Business / Govt
Nebraska	377	0	377
Nevada	649	0	649
Ohio	0	0	0
Oklahoma	283	0	283
Rhode Island	87	0	87
Texas	3	0	3
Virginia	2247	0	2247
Total	12361	0	12361

All other VoIP Subscriptions by State, End-user Type, Bundle and Last-mile Medium

State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Iowa	14461	8912	5549	10907	3554	14	14447	0	0
Kansas	149220	78895	70325	114548	34672	381	148839	0	0
Louisiana	263552	157630	105922	218362	45190	1537	262015	0	0
Massachusetts	10	0	10	0	10	10	0	0	0
Missouri	0	0	0	0	0	0	0	0	0
Nebraska	134906	74308	60598	100701	34205	1527	133379	0	0
Nevada	313681	214462	99219	272012	41669	6303	307378	0	0
Ohio	27754	21121	6633	24527	3227	4	27750	0	0

State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Oklahoma	308434	159111	149323	235741	72693	11116	297318	0	0
Rhode Island	167415	101994	65421	132147	35268	331	167084	0	0
Texas	0	0	0	0	0	0	0	0	0
Virginia	416155	234798	181357	316609	99546	3601	412554	0	0
Total	3282346	2014208	1268138	2650039	632307	61670	3220676	0	0



(RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN:

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Filer Identification

Section	Question	Response
Filer Information	Company Name	Cox Communications
	Holding Company Name	Cox Communications, Inc.
	SAC ID	279011, 439003, 549017
	499 ID	827138

Section	Question	Response
Data Contact Information	Data Contact Name	Paul Cain
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Emergency Operations Contact Information	Emergency Operations Name	Mark Peay
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Certifying Official Contact Information	Certifying Official Name	Joiava T. Philpott
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	Certifying Official E-mail	joiava.philpott@cox.com

Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	Fixed_Broadband_Deployment_FCC_123119_v3a1_Rem_Block_Island.txt	Jul 13, 2020 09:54:58	312377
	Fixed_Broadband_Deployment_FCC_123119_v3a_CB_XMIT_50.txt	Jul 13, 2020 09:47:21	14
Fixed Broadband Subscription	Fixed_Broadband_Subscription_FCC_123119_v2.txt	Jul 13, 2020 09:47:21	110134
Fixed Voice Subscription	Voice_Telephone_Subscription_Detail_123119.txt	Jul 13, 2020 09:47:21	6687

Fixed Broadband Deployment

Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	Blocks
Arizona	Cox Communications	Cable Modem – DOCSIS 3.0	1621
		Cable Modem – DOCSIS 3.1	54532
		Optical Carrier/Fiber to the End User	4494
Arkansas	Cox Communications	Cable Modem – DOCSIS 3.1	12510
		Optical Carrier/Fiber to the End User	130
California	Cox Communications	Cable Modem – DOCSIS 3.0	1339
		Cable Modem – DOCSIS 3.1	27577
		Optical Carrier/Fiber to the End User	978
Connecticut	Cox Communications	Cable Modem – DOCSIS 3.1	6062

State	DBA Name	Technology	Blocks
		Optical Carrier/Fiber to the End User	25
District of Columbia	Cox Communications	Cable Modem – DOCSIS 3.1	5
		Optical Carrier/Fiber to the End User	3
Florida	Cox Communications	Cable Modem – DOCSIS 3.0	144
		Cable Modem – DOCSIS 3.1	13927
		Optical Carrier/Fiber to the End User	143
Georgia	Cox Communications	Cable Modem – DOCSIS 3.0	6
		Cable Modem – DOCSIS 3.1	5409
		Optical Carrier/Fiber to the End User	75

State	DBA Name	Technology	Blocks
Idaho	Cox Communications	Cable Modem – DOCSIS 3.1	734
		Optical Carrier/Fiber to the End User	8
Iowa	Cox Communications	Cable Modem – DOCSIS 3.1	1453
		Optical Carrier/Fiber to the End User	4
Kansas	Cox Communications	Cable Modem – DOCSIS 3.1	28843
		Optical Carrier/Fiber to the End User	160
Louisiana	Cox Communications	Cable Modem – DOCSIS 3.0	9
		Cable Modem – DOCSIS 3.1	36100
		Optical Carrier/Fiber to the End User	203

State	DBA Name	Technology	Blocks
Massachusetts	Cox Communications	Cable Modem – DOCSIS 3.1	99
		Optical Carrier/Fiber to the End User	1
Nebraska	Cox Communications	Cable Modem – DOCSIS 3.0	9
		Cable Modem – DOCSIS 3.1	12168
		Optical Carrier/Fiber to the End User	318
Nevada	Cox Communications	Cable Modem – DOCSIS 3.0	19
		Cable Modem – DOCSIS 3.1	17118
		Optical Carrier/Fiber to the End User	263
North Carolina	Cox Communications	Cable Modem – DOCSIS 3.1	25

State	DBA Name	Technology	Blocks
		Optical Carrier/Fiber to the End User	2
Ohio	Cox Communications	Cable Modem – DOCSIS 3.0	1
		Cable Modem – DOCSIS 3.1	2107
		Optical Carrier/Fiber to the End User	3
Oklahoma	Cox Communications	Cable Modem – DOCSIS 3.0	13
		Cable Modem – DOCSIS 3.1	30013
		Optical Carrier/Fiber to the End User	838
Rhode Island	Cox Communications	Cable Modem – DOCSIS 3.0	2
		Cable Modem – DOCSIS 3.1	18534

State	DBA Name	Technology	Blocks
		Optical Carrier/Fiber to the End User	35
Virginia	Cox Communications	Cable Modem – DOCSIS 3.0	27
		Cable Modem – DOCSIS 3.1	34147
		Optical Carrier/Fiber to the End User	155
Total			312391

Fixed Broadband Subscription

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

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Arizona	Cable Modem	19544	1198616	88001	1286617

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	4143	69323	3944	73267
Arkansas	Cable Modem	2363	124431	12173	136604
	Optical Carrier/Fiber to the End User	361	2491	376	2867
California	Cable Modem	11752	825476	56682	882158
	Optical Carrier/Fiber to the End User	2386	22140	5346	27486
Connecticut	Cable Modem	2017	117107	9935	127042
	Optical Carrier/Fiber to the End User	152	929	131	1060

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
District of Columbia	Optical Carrier/Fiber to the End User	3	0	3	3
Florida	Cable Modem	3397	230133	19278	249411
	Optical Carrier/Fiber to the End User	495	5126	672	5798
Georgia	Cable Modem	1256	72752	6565	79317
	Optical Carrier/Fiber to the End User	205	2881	208	3089
Idaho	Cable Modem	76	6608	645	7253
	Optical Carrier/Fiber to the End User	7	0	9	9

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Iowa	Cable Modem	431	18298	1294	19592
	Optical Carrier/Fiber to the End User	42	69	44	113
Kansas	Cable Modem	5298	250944	21248	272192
	Optical Carrier/Fiber to the End User	604	1664	737	2401
Louisiana	Cable Modem	9426	402184	37114	439298
	Optical Carrier/Fiber to the End User	1631	5626	2263	7889
Massachusetts	Cable Modem	23	1001	15	1016

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	1	0	1	1
Nebraska	Cable Modem	3529	197093	15161	212254
	Optical Carrier/Fiber to the End User	727	7567	633	8200
Nevada	Cable Modem	8209	548546	41373	589919
	Optical Carrier/Fiber to the End User	1419	24156	1914	26070
North Carolina	Cable Modem	21	480	10	490
	Optical Carrier/Fiber to the End User	2	0	2	2

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Ohio	Cable Modem	1312	47993	3023	51016
	Optical Carrier/Fiber to the End User	31	0	34	34
Oklahoma	Cable Modem	9274	400973	40839	441812
	Optical Carrier/Fiber to the End User	2194	11815	3401	15216
Rhode Island	Cable Modem	4190	190549	17516	208065
	Optical Carrier/Fiber to the End User	355	1015	420	1435
Virginia	Cable Modem	11597	534360	53828	588188

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	1661	6639	2623	9262
Total		110134	5328985	447461	5776446

Fixed Broadband Subscriptions by Bandwidths and End-user Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
0.256	0.256	0	167	167
0.384	0.384	0	3327	3327
0.512	0.512	0	6	6
0.768	0.768	0	1	1

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
1.000	0.256	0	5	5
1.000	1.000	0	47	47
1.500	0.384	0	210	210
1.500	0.512	0	3	3
1.500	1.500	0	313	313
2.000	0.384	0	91	91
2.000	2.000	0	2861	2861
3.000	0.384	0	1	1
3.000	0.512	0	1556	1556

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
3.000	3.000	0	152	152
4.000	4.000	0	12	12
5.000	1.000	118	704	822
5.000	2.000	0	417	417
5.000	5.000	0	336	336
6.000	1.000	0	1101	1101
6.000	2.000	0	50	50
6.000	6.000	0	73	73
7.000	7.000	0	3	3

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
8.000	2.000	0	8	8
8.000	8.000	0	8	8
9.000	1.000	0	955	955
9.000	9.000	0	2	2
10.000	1.000	235302	0	235302
10.000	2.000	0	64028	64028
10.000	3.000	0	61	61
10.000	10.000	0	1060	1060
13.000	4.000	0	1	1

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
15.000	1.500	0	1	1
15.000	2.000	41013	0	41013
15.000	3.000	0	7683	7683
15.000	5.000	0	401	401
15.000	15.000	0	20	20
15.500	5.000	0	43	43
20.000	3.000	0	9587	9587
20.000	4.000	0	6	6
20.000	20.000	0	1744	1744

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
25.000	3.000	110247	0	110247
25.000	4.000	0	1556	1556
25.000	5.000	26042	91421	117463
25.000	10.000	0	97	97
25.000	15.000	0	2	2
25.000	25.000	0	64	64
28.000	4.000	0	179	179
30.000	3.000	832837	0	832837
30.000	10.000	0	182	182

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
30.000	30.000	0	770	770
35.000	35.000	0	1	1
40.000	40.000	0	326	326
45.000	45.000	0	10	10
50.000	5.000	0	6842	6842
50.000	10.000	0	104463	104463
50.000	15.000	0	195	195
50.000	50.000	0	3542	3542
60.000	15.000	0	153	153

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
60.000	60.000	0	21	21
70.000	70.000	0	11	11
75.000	10.000	0	4	4
75.000	25.000	0	655	655
75.000	75.000	0	22	22
80.000	10.000	0	8	8
80.000	20.000	0	32	32
80.000	80.000	0	3	3
90.000	90.000	0	4	4

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
100.000	10.000	42182	16	42198
100.000	20.000	0	87706	87706
100.000	30.000	0	115	115
100.000	40.000	0	1	1
100.000	50.000	0	1	1
100.000	100.000	0	5906	5906
120.000	120.000	0	1	1
130.000	130.000	0	2	2
140.000	30.000	0	7	7

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
150.000	10.000	2543852	17	2543869
150.000	20.000	7635	648	8283
150.000	40.000	0	9	9
150.000	150.000	0	117	117
155.000	155.000	0	11	11
200.000	10.000	314662	0	314662
200.000	20.000	0	21820	21820
200.000	200.000	0	1904	1904
250.000	250.000	0	53	53

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
300.000	30.000	903043	13370	916413
300.000	50.000	0	2	2
300.000	75.000	0	19	19
300.000	300.000	0	933	933
400.000	400.000	0	206	206
500.000	35.000	0	2351	2351
500.000	500.000	0	1023	1023
600.000	600.000	0	20	20
700.000	700.000	0	17	17

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
800.000	800.000	0	3	3
1000.000	35.000	272052	1951	274003
1000.000	1000.000	0	1361	1361
2000.000	2000.000	0	104	104
3000.000	3000.000	0	34	34
4000.000	4000.000	0	16	16
5000.000	5000.000	0	40	40
6000.000	6000.000	0	6	6
8000.000	8000.000	0	3	3

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
10000.000	10000.000	0	56	56
12000.000	12000.000	0	1	1
20000.000	20000.000	0	1	1
40000.000	40000.000	0	2	2
100000.000	100000.000	0	1	1
Total		5328985	447461	5776446

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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
Cable Modem	0.256	0.256	0	162	162
	0.384	0.384	0	3320	3320

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	1.000	0.256	0	5	5
	1.500	0.384	0	210	210
	1.500	1.500	0	1	1
	2.000	0.384	0	91	91
	2.000	2.000	0	2764	2764
	3.000	0.384	0	1	1
	3.000	0.512	0	1556	1556
	3.000	3.000	0	16	16
	5.000	1.000	112	672	784

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	5.000	2.000	0	386	386
	5.000	5.000	0	3	3
	6.000	1.000	0	1101	1101
	6.000	2.000	0	49	49
	9.000	1.000	0	955	955
	10.000	1.000	232213	0	232213
	10.000	2.000	0	64008	64008
	10.000	10.000	0	3	3
	15.000	1.500	0	1	1

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	15.000	2.000	40901	0	40901
	15.000	3.000	0	7563	7563
	15.000	5.000	0	143	143
	20.000	3.000	0	9587	9587
	20.000	4.000	0	6	6
	20.000	20.000	0	5	5
	25.000	3.000	109728	0	109728
	25.000	4.000	0	1556	1556
	25.000	5.000	25965	91309	117274

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	25.000	15.000	0	2	2
	28.000	4.000	0	179	179
	30.000	3.000	818059	0	818059
	30.000	10.000	0	182	182
	30.000	30.000	0	2	2
	50.000	5.000	0	6842	6842
	50.000	10.000	0	104290	104290
	50.000	15.000	0	9	9
	60.000	15.000	0	153	153

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	80.000	10.000	0	8	8
	100.000	10.000	41936	16	41952
	100.000	20.000	0	87538	87538
	140.000	30.000	0	7	7
	150.000	10.000	2477507	17	2477524
	150.000	20.000	7590	648	8238
	200.000	10.000	312268	0	312268
	200.000	20.000	0	21751	21751
	300.000	30.000	866642	13298	879940

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	500.000	35.000	0	2339	2339
	1000.000	35.000	234623	1946	236569
Optical Carrier/Fiber to the End User	0.256	0.256	0	5	5
	0.384	0.384	0	7	7
	0.512	0.512	0	6	6
	0.768	0.768	0	1	1
	1.000	1.000	0	47	47
	1.500	0.512	0	3	3
	1.500	1.500	0	312	312

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	2.000	2.000	0	97	97
	3.000	3.000	0	136	136
	4.000	4.000	0	12	12
	5.000	1.000	6	32	38
	5.000	2.000	0	31	31
	5.000	5.000	0	333	333
	6.000	2.000	0	1	1
	6.000	6.000	0	73	73
	7.000	7.000	0	3	3

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	8.000	2.000	0	8	8
	8.000	8.000	0	8	8
	9.000	9.000	0	2	2
	10.000	1.000	3089	0	3089
	10.000	2.000	0	20	20
	10.000	3.000	0	61	61
	10.000	10.000	0	1057	1057
	13.000	4.000	0	1	1
	15.000	2.000	112	0	112

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	15.000	3.000	0	120	120
	15.000	5.000	0	258	258
	15.000	15.000	0	20	20
	15.500	5.000	0	43	43
	20.000	20.000	0	1739	1739
	25.000	3.000	519	0	519
	25.000	5.000	77	112	189
	25.000	10.000	0	97	97
	25.000	25.000	0	64	64

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	30.000	3.000	14778	0	14778
	30.000	30.000	0	768	768
	35.000	35.000	0	1	1
	40.000	40.000	0	326	326
	45.000	45.000	0	10	10
	50.000	10.000	0	173	173
	50.000	15.000	0	186	186
	50.000	50.000	0	3542	3542
	60.000	60.000	0	21	21

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	70.000	70.000	0	11	11
	75.000	10.000	0	4	4
	75.000	25.000	0	655	655
	75.000	75.000	0	22	22
	80.000	20.000	0	32	32
	80.000	80.000	0	3	3
	90.000	90.000	0	4	4
	100.000	10.000	246	0	246
	100.000	20.000	0	168	168

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	100.000	30.000	0	115	115
	100.000	40.000	0	1	1
	100.000	50.000	0	1	1
	100.000	100.000	0	5906	5906
	120.000	120.000	0	1	1
	130.000	130.000	0	2	2
	150.000	10.000	66345	0	66345
	150.000	20.000	45	0	45
	150.000	40.000	0	9	9

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	150.000	150.000	0	117	117
	155.000	155.000	0	11	11
	200.000	10.000	2394	0	2394
	200.000	20.000	0	69	69
	200.000	200.000	0	1904	1904
	250.000	250.000	0	53	53
	300.000	30.000	36401	72	36473
	300.000	50.000	0	2	2
	300.000	75.000	0	19	19

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	300.000	300.000	0	933	933
	400.000	400.000	0	206	206
	500.000	35.000	0	12	12
	500.000	500.000	0	1023	1023
	600.000	600.000	0	20	20
	700.000	700.000	0	17	17
	800.000	800.000	0	3	3
	1000.000	35.000	37429	5	37434
	1000.000	1000.000	0	1361	1361

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	2000.000	2000.000	0	104	104
	3000.000	3000.000	0	34	34
	4000.000	4000.000	0	16	16
	5000.000	5000.000	0	40	40
	6000.000	6000.000	0	6	6
	8000.000	8000.000	0	3	3
	10000.000	10000.000	0	56	56
	12000.000	12000.000	0	1	1
	20000.000	20000.000	0	1	1

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	40000.000	40000.000	0	2	2
	100000.000	100000.000	0	1	1
Total			5328985	447461	5776446

Fixed Voice Subscription

VGE Lines and VoIP Subscriptions by State and End-user Type

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Alabama	0	0	46	0
Arizona	1964	57	614500	399415
Arkansas	0	0	58591	27936
California	4840	65	535412	335224

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Colorado	0	0	120	0
Connecticut	14	9	84452	61405
Florida	0	0	112647	66654
Georgia	0	0	40638	25224
Idaho	0	0	3221	2158
Indiana	0	0	32	0
Iowa	38	9	14468	8775
Kansas	520	1	143702	73576
Louisiana	73	29	251410	145709

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Maryland	0	0	22	0
Massachusetts	0	0	71	0
Missouri	0	0	58	0
Nebraska	1137	99	132700	72490
Nevada	0	0	300899	200109
Ohio	0	0	26330	19726
Oklahoma	3916	12	293816	147297
Rhode Island	539	43	163722	98688
South Dakota	0	0	12	0

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Texas	0	0	213	0
Utah	0	0	65	0
Virginia	8860	392	406384	220959
Washington	0	0	12	0
Total	21901	716	3183543	1905345

Fixed Voice Subscription (VGE Lines)

VGE Lines Provided to Unaffiliated Providers by State

State	Wholesale	UNE-L
Arizona	0	0
California	0	0

State	Wholesale	UNE-L
Connecticut	0	0
Iowa	0	0
Kansas	0	0
Louisiana	0	0
Nebraska	0	0
Oklahoma	0	0
Rhode Island	0	0
Virginia	0	0
Total	0	0

VGE Lines Provided to End Users by State, Bundle and Product Type

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
Arizona	1964	110	1854	4	53	1304	603
California	4840	187	4653	1	64	2839	1936
Connecticut	14	8	6	0	9	3	2
Iowa	38	9	29	0	9	4	25
Kansas	520	20	500	0	1	346	173
Louisiana	73	30	43	1	28	40	4
Nebraska	1137	110	1027	0	99	731	307
Oklahoma	3916	108	3808	0	12	2060	1844

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
Rhode Island	539	67	472	0	43	247	249
Virginia	8860	156	8704	259	133	6718	1750
Total	21901	805	21096	265	451	14292	6893

VGE Lines Provided to End Users by State, Ownership and Last-mile Medium

State	Total	by Ownership			by Last-mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
Arizona	1964	1813	151	0	8	1956	0	0
California	4840	4372	468	0	1212	3628	0	0

State	Total	by Ownership			by Last-mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
Connecticut	14	14	0	0	0	14	0	0
Iowa	38	37	1	0	0	38	0	0
Kansas	520	495	25	0	0	520	0	0
Louisiana	73	70	3	0	0	73	0	0
Nebraska	1137	1106	31	0	0	1137	0	0
Oklahoma	3916	3608	308	0	463	3453	0	0
Rhode Island	539	524	15	0	0	539	0	0
Virginia	8860	8445	415	0	522	8338	0	0
Total	21901	20484	1417	0	2205	19696	0	0

Fixed Voice Subscription (iVoIP)

Over-the-top VoIP Subscriptions by State and End-user Type

State	Total	Consumer	Business / Govt
Alabama	46	0	46
Arizona	586	0	586
Arkansas	1	0	1
California	7792	0	7792
Colorado	120	0	120
Connecticut	1	0	1
Florida	24	0	24
Georgia	0	0	0

State	Total	Consumer	Business / Govt
Idaho	0	0	0
Indiana	32	0	32
Iowa	0	0	0
Kansas	973	0	973
Louisiana	205	0	205
Maryland	22	0	22
Massachusetts	61	0	61
Missouri	58	0	58
Nebraska	609	0	609

State	Total	Consumer	Business / Govt
Nevada	753	0	753
Ohio	19	0	19
Oklahoma	383	0	383
Rhode Island	86	0	86
South Dakota	12	0	12
Texas	213	0	213
Utah	65	0	65
Virginia	2440	0	2440
Washington	12	0	12

State	Total	Consumer	Business / Govt
Total	14513	0	14513

All other VoIP Subscriptions by State, End-user Type, Bundle and Last-mile Medium

State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Alabama	0	0	0	0	0	0	0	0	0
Arizona	613914	399415	214499	517841	96073	11607	602307	0	0
Arkansas	58590	27936	30654	47461	11129	238	58352	0	0
California	527620	335224	192396	426545	101075	26289	501331	0	0
Colorado	0	0	0	0	0	0	0	0	0
Connecticut	84451	61405	23046	73333	11118	280	84171	0	0

State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Texas	0	0	0	0	0	0	0	0	0
Utah	0	0	0	0	0	0	0	0	0
Virginia	403944	220959	182985	302207	101737	3803	400141	0	0
Washington	0	0	0	0	0	0	0	0	0
Total	3169030	1905345	1263685	2562192	606838	67707	3101323	0	0



Government and Public Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

August 13, 2020

Mr. Rodney Hathaway
County Administrator
12007 Courthouse Circle
New Kent, VA 23124

Dear Mr. Hathaway,

In reviewing the VATI grant application it has come to our attention that documents are required to verify or back up our cost estimates for the chosen project area(s).

As a nationwide company, Cox uses internal employees and corporate contracted resources to complete and perform the proposed work as outlined in this grant application. Cox is able to leverage its scale when it comes to the purchasing of equipment and establishing reasonable contract rates for additional labor as needed. Therefore, we have the benefit of not having to request quotes for individual projects; the costs are standard so we're able to build them in to the costs presented in the table provided and are not adjusted based on geographic location, project size, source of funding, or any other factors. Contracted rates are considered proprietary.

It is our hope that this letter will be sufficient in demonstrating to the review board that our company has done its due diligence to negotiate rates that reflect a responsible use of resources both for the planning and completion of these last mile projects.

Please accept this letter as an explanation for the absence of attached documentation of supporting cost estimates as requested in the 2020 VATI Application for items 12 and 13.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Buck'.

Sarah Buck
Manager, Public Affairs