

Application for CARES Act Funding to Fast Track Broadband

Applicant Information:

1. County of: Augusta County
2. Completed by: Jennifer Whetzel, Deputy County Administrator
3. Primary Point of Contact: Jennifer Whetzel, Deputy County Administrator, jwhetzel@co.augusta.va.us, PO Box 590 Verona, VA 24482, 540-245-5610
4. Date: 10/30/20

Project Information:

1. Type of project seeking funding: [broadband infrastructure/broadband affordability/middle mile infrastructure/education/telehealth/other]

The proposed project includes both last-mile broadband components and the deployment of middle-mile fiber infrastructure. One of the last-mile components will utilize fixed wireless technology and provide broadband service from an existing 488 ft tower located in Swoope, VA ("Swoope Tower"). The middle-mile component includes approximately 23,550 linear feet of fiber cable that will be installed from an existing fiber facility to an existing vertical asset that will provide a bandwidth link to the Swoope Tower. The middle-mile fiber will also allow for an additional last-mile fiber component by providing fiber connections to homes passed along the route to the ISP's existing vertical asset. Each of these last-mile components will provide broadband services to the rural residents, students, teleworkers, and other businesses/farms located within the planned coverage area.

2. Number of households to be served:

The last-mile fixed wireless solution included in this project was engineered to provide broadband to **310** rural residents, students, teleworkers, and other businesses/farms located within the planned coverage area. Approximately 40 of these locations are existing customers of our partnering ISP, however, they are currently only able to achieve speeds of 10 Mbps or less. The CPE at these 40 locations will be redirected to receive signal from Swoope Tower, immediately making broadband of 25 Mbps or greater available to them. See Attachment A for map of service area from Swoope tower.

Additionally, and even though the middle-mile fiber component primarily passes through a 625 acre farm which our partnering ISP has obtained an easement for, the fiber will pass by **10** addresses along the route and a fiber connection will be made available to 100% of those passings.

3. Maximum Deployment Speed(s) available, including package tier offerings:

All locations passed with fiber shall have all of Lingo Networks' standard fiber packages available to them, and other custom speed packages up to a Gig is available upon request.

SILVER: 50/10	GOLD: 100/20	PLATINUM: 200/40
\$59.99	\$69.99	\$99.99

** a typical non-symmetrical Gig package is \$249*

The technical specifications of the fixed wireless equipment that will be deployed as part of this project state the equipment is capable of providing speeds of up to 100 Mbps. The ISP intends to offer the following fixed wireless packages in the service area:

GOLD: up to 25 Mbps	PLATINUM: up to 50 Mbps
\$59.95/mo	\$69.95/mo

4. Total Project cost: \$268,661.79 (Request \$214,929.43 in CARES Fast Track Broadband Funding)

5. Match funding or in-kind resources

Local Investment	\$26,866.18
Private Investment	\$26,866.18

6. Project partners or subcontractors (if known):

Lingo Networks, LLC	Internet Service Provider
Design Telecommunications, Inc	Subcontractor

7. Projected project completion date:

The scope of the project includes 4-6 weeks of work, including the work of a subcontractor to install the fixed wireless facilities at/on the Swoope Tower and for Lingo Networks to install and bring into service the middle- and last-mile fiber. Options to expedite certain portions of the scope exist if needed, and we are anticipating service to be activated and available no later than Dec. 15th.

Project Narrative:

1. What problem does this project seek to solve:

The proposed project will provide a last-mile broadband connection to any un-/under-served household, farm, or business in the project area that can receive service. This is an extremely rural area of the County with limited to no broadband ISP options. The project will provide broadband services to a minimum of 40 existing customers of the ISP which do not have broadband available today, plus approximately 300 other addresses located within the service area.

The middle-mile component will provide long-term, robust infrastructure to support the new fixed wireless coverage from the Swoope Tower, while laying the backbone for future fiber-to-the-home connections.

Augusta County's 2016 Broadband Telecommunications Strategic Plan identified fixed wireless as a solution for this area.

2. Describe how your broadband project will facilitate distance learning, telehealth and telemedicine services or increase telework capabilities in response to COVID-19 public health precautions. Generally, describe the nature and extent of the project:

This project will narrow the digital divide in this rural area of Augusta County by providing the broadband connectivity necessary for residents and students to effectively utilize telework, telehealth, telemedicine, and other internet-based resources and platforms. Lingo Networks has received countless service inquiries in this area, which get stored in an “Interested Customer List” which they use to strategically identify potential project areas. Almost all the inquiries received from this project area were related to general broadband availability and the need for higher speeds to work and learn from home due to the COVID-19 public health precautions implemented by employers and all levels of educational institutions. Lingo Networks continues to go above and beyond to get service to remote unserved areas, and this project will target an area that has historically been very difficult to provide adequate service for both topographic and financial reasons. This rural broadband project would be a huge step forward for expanding broadband coverage in Augusta County and meeting the Commonwealth’s goal of universal broadband coverage.

The students in Augusta County Public Schools attend school two days each week, with three days for virtual learning in between. There are many students who are without access to the internet and rely on the internet services at the school, local businesses or friends. This project will assist households with students by providing better access to the internet to complete their lessons.

3. What will funds be used to purchase or construct:

ITEM/PRODUCT	COST
23,550 linear feet of fiber installation (\$7/ft)	\$164,850
Fiber Distribution Facilities (peds, splice closures, etc.)	\$7,500
Road Boring	\$6,000
Tower Contractor (Swoope Tower)	\$28,446.32
Ground Equipment Install (Swoope Tower)	\$3,000
Tower & Ground Equipment (Swoope Tower)	\$3,809.47
Tower & Ground Equipment Install (link site)	\$1,116
Tower & Ground Equipment (link site)	\$3,000
Augusta County Permit Fee	\$1,000
American Tower Engineering Fees	\$10,000
American Tower Leasing & Processing Fees	\$7,080
CPE Equipment	\$26,860
Network Technician/CPE Installs	\$6,000
TOTAL	\$268,661.79

4. Will this project be self-sustaining or will future funding be required from sources other than local revenues. If so, describe plans to acquire those funds:

The broadband services generated by this project are not only self-sustaining but have been designed to be scalable to allow for both increased throughput (speed) and subscriber capacity (more people connected). Any future upgrades to the FW antennas or additional fiber-to-the-home connections in the project area that are beyond the scope and timeframe of this project, will be provided by the ISP utilizing private funding.

5. Upon completion of this project, provide metrics detailing the efficacy of the project, including but not limited to:

a. Number of households and businesses benefitting from the project:

The fixed wireless deployment will provide broadband service for approximately 310 locations. That is our estimated take rate for the project, but there is a total of 595 addresses in the fixed wireless coverage model. Out of these 310 locations, no less than 20 are farms (home-based businesses) and while there is no data to support how many households have people working or running a business from home, we estimate that no less than 80 households require broadband for income-related reasons. In addition, 100% of any households with school-age children or children attending Augusta County Public School System, require a broadband connection for their distance learning (virtual learning) curriculum.

b. For projects addressing affordability only, number of remaining unconnected households due to lack of ability to pay for service students, whether through lack of access to broadband infrastructure or lack of ability to pay for service:

The proposed project was not designed to address affordability only, but Lingo Networks pricing is very affordable and they have been working with the leaders in our public school system to get service to those who may not have access or be able to afford access or service.

6. Please provide any other relevant project information:

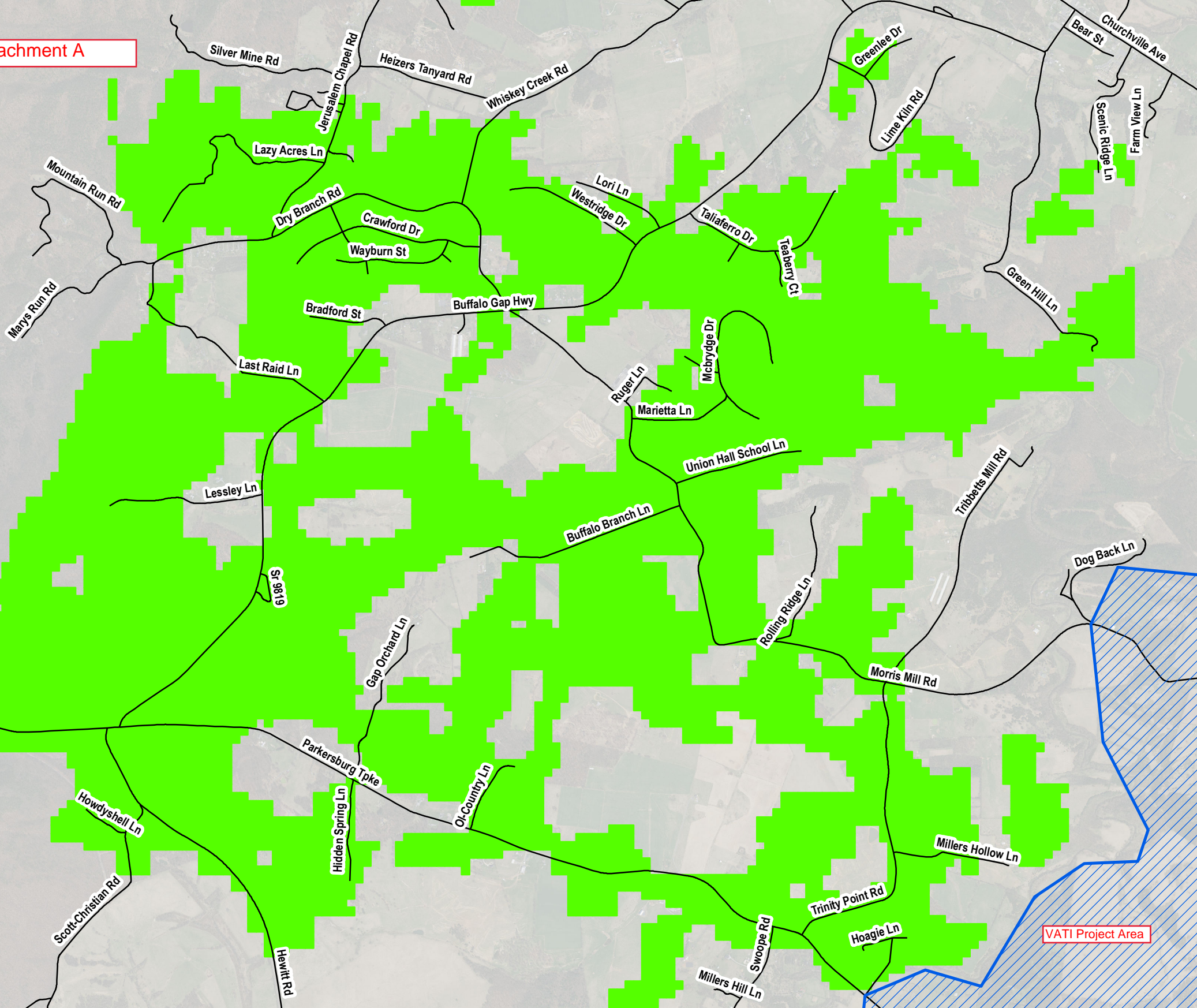
Augusta County requires a colocation permit for the placement of wireless infrastructure on an existing tower. The permit application has been prepared and ready to submit to the County's Community Development office for approval. It has been the experience of the County and Lingo Networks (who has been approved for colocation permits in the past) that the turn around time is typically 2 weeks to get the application reviewed and approved. Lingo Networks intends to submit the permit application to the County during the week of Nov. 2nd so that its approval coincides with the approval of the proposed project to help ensure the project is completed on time. Lingo Networks has also secured a lease with American Tower for space on the Swoope Tower and has the materials readily available for both the fixed wireless deployment and the fiber construction.

Augusta County and Lingo Networks have verified that this project does not overlap with the FY21 VATI Application submitted to DHCD in August 2020 by the County and same partnering provider.

Attachment A – Map of project area

Attachment B – MOU/Contribution Agreement

Attachment C – Certification for Receipt of Coronavirus Relief Fund Payments



Memorandum of Understanding

This agreement is made on _____, _____ between **Lingo Networks**, 29 N Central Ave, Staunton, VA 24401 (“Company”), and the **County of Augusta**, Virginia, Attn: County Administrator’s Office, 18 Government Center Lane, P.O. Box 590, Verona, Virginia 24482 (“County”).

RECITALS:

- A. Whereas, the Governor of Virginia is allocating \$30 million in CARES Act funding to Fast Track Broadband; and
- B. Whereas, the primary objective of the funding is to address the need to increase broadband connectivity for distance learning and telework as a result of the public health emergency; and
- C. Whereas, applications must be submitted by a locality with a private sector provider(s) as a co-applicant; and
- D. Whereas, the County has completed a Broadband Telecommunications Strategic Plan and issued a notification seeking Internet Service Providers to partner with the County to submit an project for the CARES Act funding; and
- E. Whereas, Lingo Networks submitted a project for broadband deployment solutions in the County, for 10 Fiber-to-the-Home connections and 300 fixed wireless households; and
- F. Whereas, the County and New Hope Telephone Cooperative will partner for a grant application for the CARES Act funding, requesting 80% grant funds of \$214,929.43.

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

THE COUNTY:

1. The County will formulate and submit an application for the CARES Act funding based on the project and information provided by the Lingo Networks; and
2. The County will draft a Memorandum of Understanding to establish the responsibilities for each party; and
3. The County will execute a Certification for Receipt of Coronavirus Relief Fund Payments; and
4. The County will contribute a local match of 10% of project costs or \$26,866.18; and
5. The County will manage the CARES Act requirements with Commonwealth Connect, including, but not limited to progress reports and funding draws.

THE COMPANY:

6. The Company will provide the County required information for the management of the CARES Act funding grant, including, but not limited to progress reports and monthly invoices; and
7. The Company will provide the required documents to the County for zoning and permit applications, if required; and
8. The Company will design, engineer, construct and implement broadband services as designated in the CARES Act funding application by the construction deadline of December 25, 2020; and
9. The Company will contribute a local match of 10% of project costs or \$26,866.18; and
10. The Company will guarantee that the standard bandwidth offerings for the projects will be a minimum of 25 Mbps download and 3 Mbps upload; and

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

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

Witness the following authorized signatures on behalf of the parties:

Date

By:

Craig Smith
President
Lingo Networks

Date

By:

Timothy K. Fitzgerald
County Administrator

DRAFT

CONTRIBUTION AGREEMENT

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

RECITALS:

- A. The County is authorized pursuant to § 15.2-953 of the Code of Virginia, 1950, as amended, to make gifts, donations and appropriations of money to economic development authorities for the purposes of promoting economic development.
- B. Whereas, the Governor of Virginia is allocating \$30 million in CARES Act funding to Fast Track Broadband, with the primary objective of the funding is to address the need to increase broadband connectivity for distance learning and telework as a result of the public health emergency.
- C. The County was awarded grant(s) for a project(s) within the County.
- D. The County hereby acknowledges and agrees that the expansion of broadband services would foster and promote the economic development of the County and the Commonwealth of Virginia.
- E. The County hereby agrees to contribute the total of the Fast Track Broadband grant(s) to the Authority.
- F. The Authority hereby agrees that it is the Authority’s responsibility to pay the County contribution to the Provider(s).
- G. The disbursement of the Contribution Amount is necessary if the Provider(s) is to proceed with completing the grant project(s).

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

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

benefit.

3. **Authority Obligations.** In accordance with this Agreement, the Authority shall disburse to Provider(s) the Contribution Amount(s), as and when received from the County.

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

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

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

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

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

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

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

By: _____
Gerald Garber, Chairman
Augusta County Board of Supervisors

ATTEST:

Clerk of the Board

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

By: _____
B. Randolph Roller, Chairman

ATTEST:

Secretary of the Authority

**CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by**

We the undersigned represent

Augusta County, and we certify that:


1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality 's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.
8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.

10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: Gerald W. Garber	By: Timothy K. Fitzgerald	By: Misty D. Cook
Signature: 	Signature: 	Signature: 
Title: Chairman, BOS	Title: County Administrator	Title: Finance Director
Date: 10/28/2020	Date: 10/28/2020	Date: 10/28/2020