

Application for CARES Act Funding to Fast Track Broadband

Applicant Information:

1. County of: *Augusta*
2. Completed by: *Jennifer Whetzel, Deputy County Administrator*
3. Primary Point of Contact: *Jennifer Whetzel, Deputy County Administrator*
4. Date: *October 28, 2020*

Project Information:

1. Type of project seeking funding: **broband infrastructure, middle mile infrastructure**
2. Number of households to be served: *Thirty-six (36)*
3. Maximum Deployment Speed(s) available, including package tier offerings:

Plan	Download Speed	Upload Speed	Monthly
nFO 25	25 Mbps	5 Mbps	\$ 89.00
nFO 50	50 Mbps	10 Mbps	\$ 99.99
nFO 100	100 Mbps	25 Mbps	\$ 119.99
nFO 200	200 Mbps	50 Mbps	\$ 169.99

4. Total Project cost: *\$440,166.17 (\$352,132.93 CARES Fast Track Broadband Funding Request=80%)*
5. Match funding or in-kind resources: *10% Augusta County (\$44,016.62) and 10% New Hope Telephone Cooperative (\$44,016.62)*
6. Project partners or subcontractors (if known): *New Hope Telephone Cooperative (partner) Timothy M. Harris, Executive VP and General Manager; Henkels and McCoy (contractor for NHTC). (See Attachment A - Company Information)*
7. Projected project completion date: *December 25, 2020*

Project Narrative:

1. What problem does this project seek to solve: *Provide high speed Internet access to an area that currently is served by an antiquated Digital Loop Carrier system that is manufacturer discontinued. ADSL service is the only Internet service available in this area other than satellite and cellular depending on customer location. The ADSL service is limited to a maximum of 6 Mbps download and 1 Mbps upload for most customers with a few able to get 10 Mbps download. (See Attachment B - Maps of Project 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 is a FTTH project to provide extremely high speed and reliable Internet and telephone access. Service over this network will allow residents to work from home and allow online education opportunities for elementary, middle, high and college students. Residents will also be able to perform online medical appointments with doctors and hospitals. Seven of the 36 households completed the County survey, four of which indicated K-12 students in the household. County schools are operating under a hybrid format of two days in school and 3 days of virtual learning. County business license records show six of the 36 households have a home based business.*
3. What will funds be used to purchase or construct: *Funds will be used to purchase and construct fiber optic cable and associated equipment for an all underground Fiber-to-the-Home outside plant network. Related engineering and inspection services to assure quality of plant installed are also included. (See Attachment C - Project Budget)*

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: ***This project will be self-sustaining as New Hope Telephone Cooperative will own and manage the physical plant.***
5. Upon completion of this project, provide metrics detailing the efficacy of the project, including but not limited to:
6. Number of households and businesses benefitting from the project: ***Thirty-six (36) households. County business license records show six of the 36 households have a home based business.***
 - a. 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:
7. Please provide any other relevant project information: ***Customers in this area have been inquiring about fiber optic service for quite some time. Some of the outside plant infrastructure in this area is over 35 years old and since it is a copper plant it simply cannot offer the services required by these residents especially in light of the current pandemic that requires Internet access for students and those needing to work from home.***

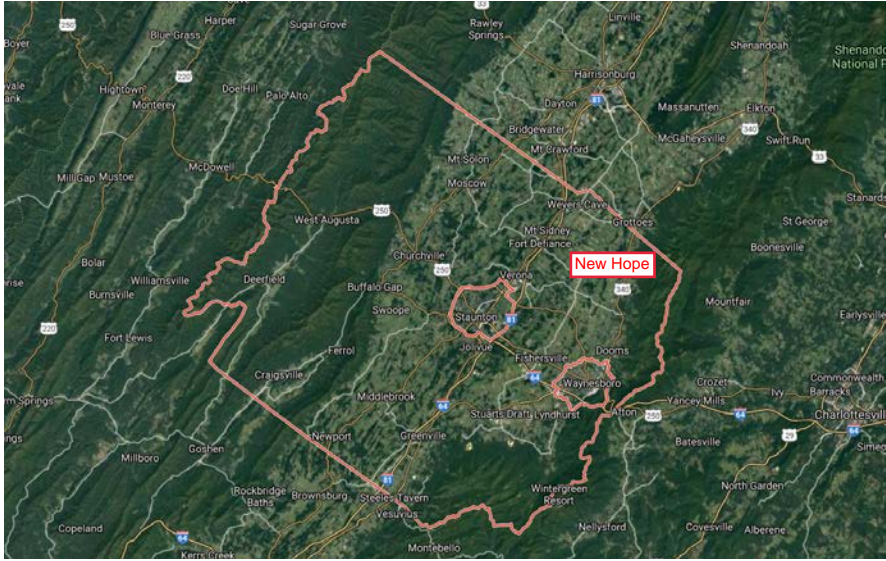
Other Attachments:

Attachment D – Draft MOU/Contribution Agreement

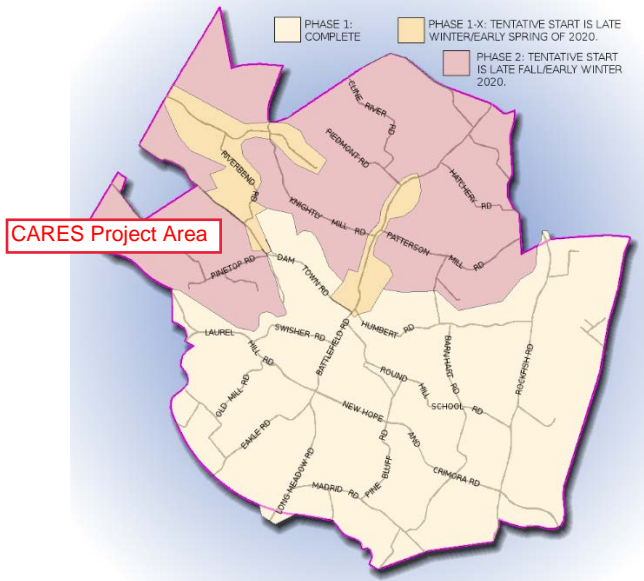
Attachment E – Certification for Receipt of Coronavirus Relief Fund Payments

Attachment A - Company Information

New Hope Telephone Cooperative had humble beginnings in 1902 as the New Hope Switchboard Association. Calls were originally switched by a local operator, but infrastructure was upgraded over the years with underground cable plant and services were expanded to internet offerings. The business transitioned to a Cooperative in 2005 and is managed by a nine member Board of Directors and three full-time employees. The Cooperative serves a rural community located in northeast Augusta County.



In November 2016, the Cooperative approved a plan to upgrade their entire service area with a fiber-to-the-home network. Construction of Phase I began in July 2018 and was completed in July 2019, with 110 miles of fiber optic cable and 662 service drops installed. A portion of Phase II's project area is included in this application. The County is able to partner with the Cooperative for the CARES Act Fast Track Broadband Funding due to the project being designed, engineered and under contract.



Attachment A - Continued

Coordinates 38.202902, -78.931697

All Providers Reporting Service
 Census block ID: 510150707005004

Number of Fixed Residential Broadband Providers
 0 1 2 3 4 6 12 or more

Broadband
 Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
 Speed \geq 25/3 Mbps
 Date June 2019 (latest public release)

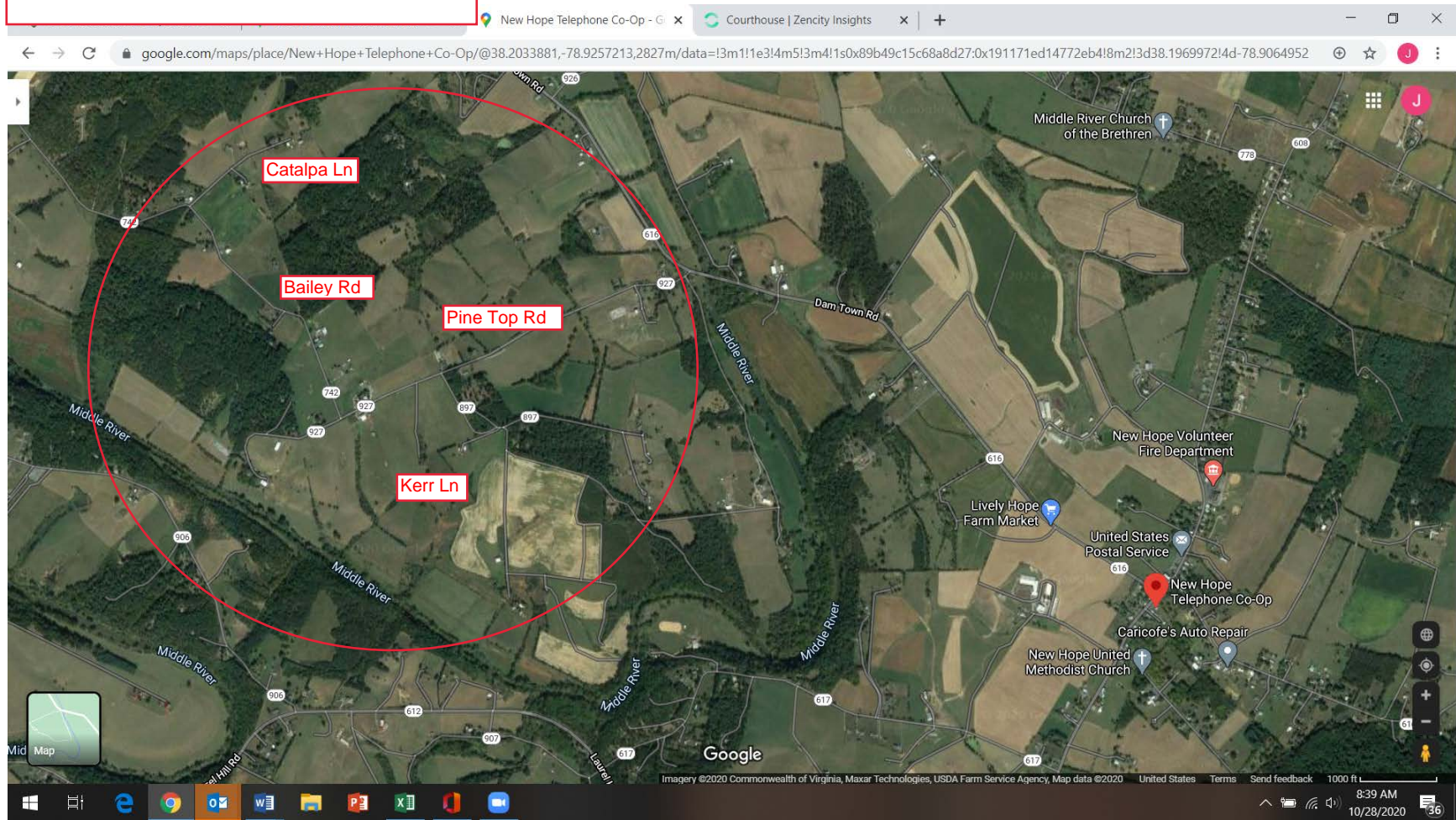
Provider	Tech	Down (Mbps)	Up (Mbps)
ViaSat, Inc.	Satellite	100	3
Rural Broadband Network Services LLC	Fixed Wireless	25	3
Hughes Network Systems, LLC	Satellite	25	3
MGW Communications, Inc.	Fixed Wireless	10	1
King Street Wireless, LP	Fixed Wireless	10	2
New Hope Telephone Cooperative (VA)	ADSL	6	1
VSAT Systems, LLC	Satellite	2	1.3

FCC Data notes that speeds in the area are at or below 25/3. The area noted as served by Comcast is for a transmission line (see FCC data below). County survey data and Comcast website address lookup does not show any of the homes as being served by Comcast.

Provider Name	DBA Name	State	Census Block FIPS Code	Technolog	Consumer	Max Adver	Max Adver	Business	Max CIR D	Max CIR U	
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005001		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005002		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005003		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005004		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005005		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005006		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150707005009		60	0	0	0	1	0	0
GCI Communication Corp.	GCI Communication Corp.	VA	510150703002037		60	0	0	0	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005001		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005002		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005003		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005004		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005005		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005006		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150707005009		60	1	2	1.3	1	0	0
VSAT Systems, LLC	Skycasters	VA	510150703002037		60	1	2	1.3	1	0	0
Verizon Virginia LLC	Verizon Virginia LLC	VA	510150703002037		10	1	5	0.768	1	0	0
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005002		10	1	6	1	1	6	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005003		10	1	6	1	1	6	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005004		10	1	6	1	1	6	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005005		10	1	6	1	1	6	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005006		10	1	6	1	1	6	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005007		10	1	6	1	1	6	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150703002037		10	1	6	1	1	6	1
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005001		70	1	10	1	1	10	1
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005001		10	1	10	1	1	6	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005001		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005002		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005002		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005003		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005003		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005004		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005004		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005005		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005005		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005006		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005006		70	1	10	2	0	0	0
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005007		70	1	10	2	0	0	0
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005008		10	1	10	1	1	6	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005008		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150707005009		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150707005009		70	1	10	2	0	0	0
MGW Networks, L.L.C.	Lingo Networks	VA	510150703002037		70	1	10	1	1	10	1
King Street Wireless, L.P.	King Street Wireless L.P.	VA	510150703002037		70	1	10	2	0	0	0
New Hope Telephone Cooperative	New Hope Telephone Cooperative	VA	510150707005009		10	1	15	1	1	6	1
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005001		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005001		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005002		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005002		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005003		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005003		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005004		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005004		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005005		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005005		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005006		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005006		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005007		70	1	25	3	1	25	3
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150707005009		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150707005009		60	1	25	3	1	0	0
Rural Broadband Network Services LLC	HighSpeedLink.net	VA	510150703002037		70	1	25	3	1	25	3
HNS License Sub, LLC	HughesNet	VA	510150703002037		60	1	25	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005001		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005002		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005003		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005004		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005005		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005006		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005007		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005008		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150707005009		60	1	100	3	1	0	0
ViaSat, Inc.	Viasat Inc	VA	510150703002037		60	1	100	3	1	0	0
COMCAST CABLE COMMUNICATIONS, LLC	Comcast	VA	510150707005002		43	1	987	35	1	0	0

Comcast reporting transmission speeds=987/35

Attachment B - Maps of Project Area

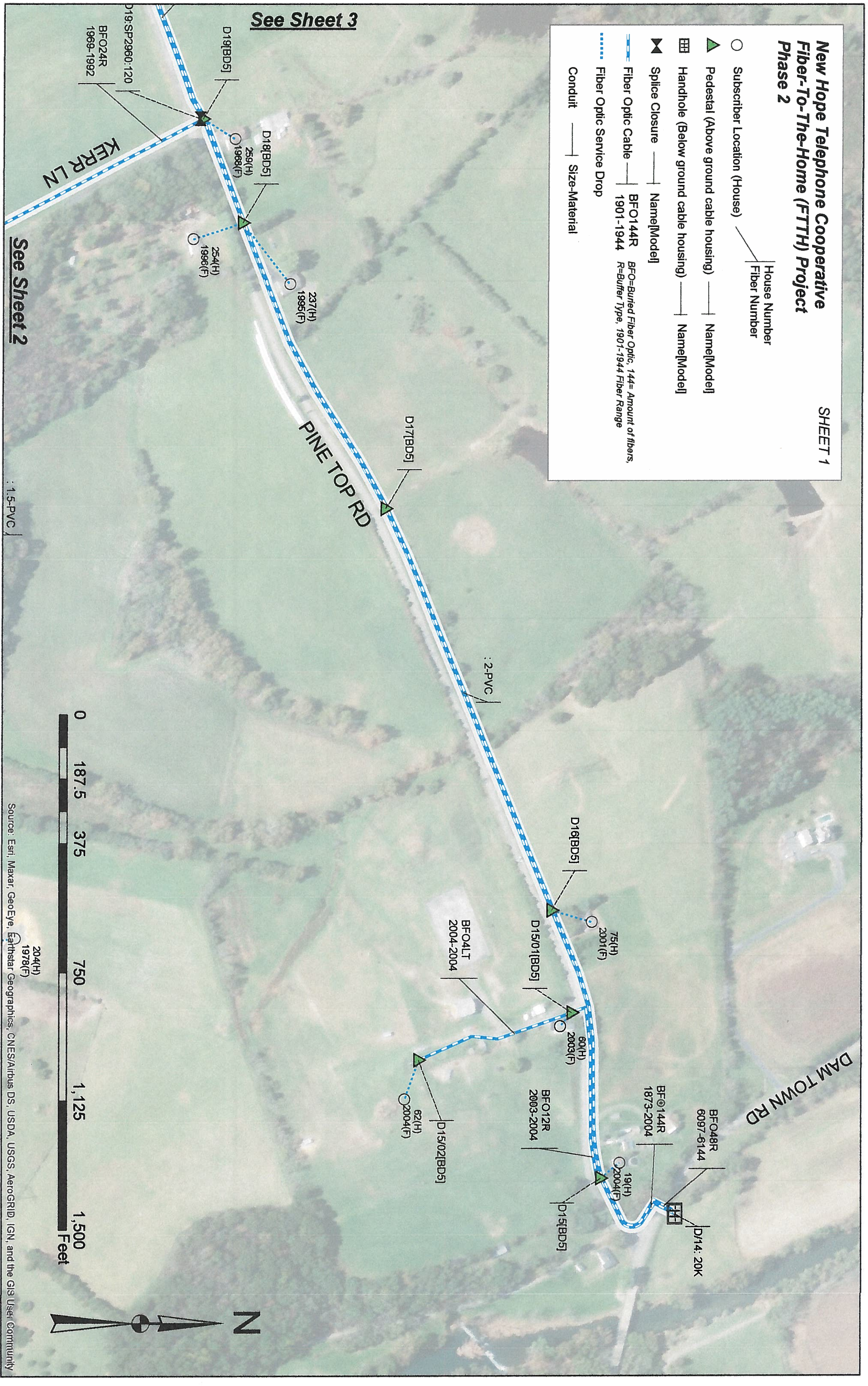


Project totals:	
Households served	36
Road Miles Covered	2.18
Main Cable Route Miles	4.75
Service Drop Miles	1.30
(Includes middle and last mile fiber)	

**New Hope Telephone Cooperative
Fiber-To-The-Home (FTTH) Project
Phase 2**

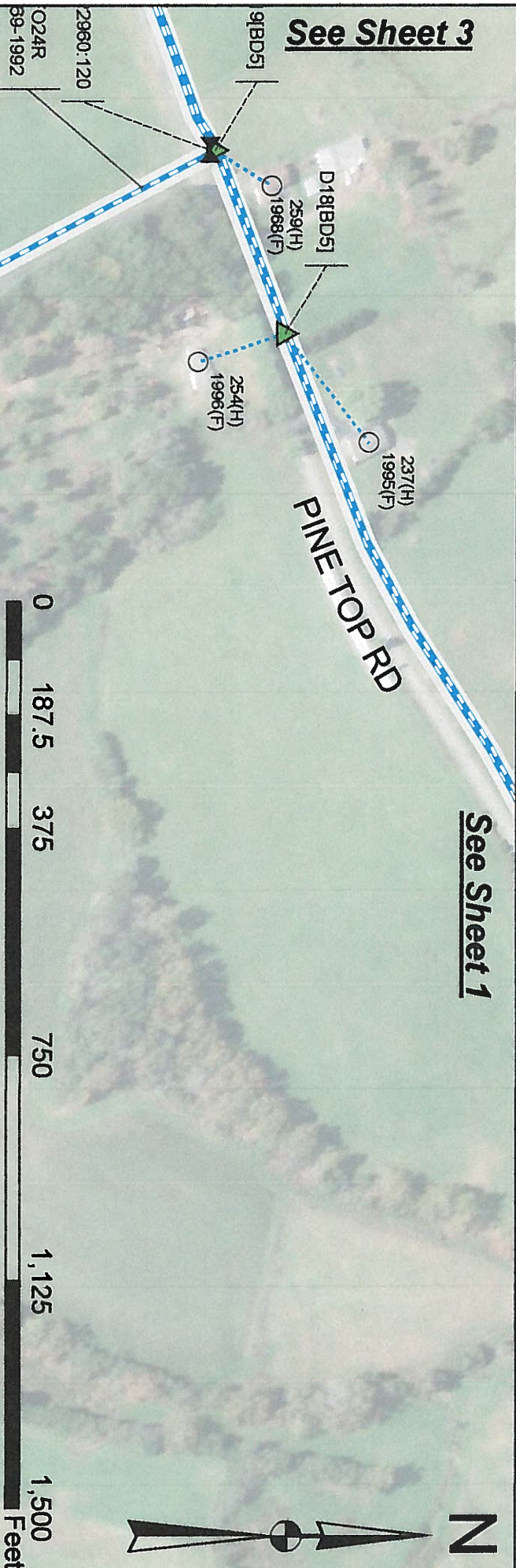
SHEET 1

○	Subscriber Location (House)	House Number
△	Pedestal (Above ground cable housing)	Name[Model]
▤	Handhole (Below ground cable housing)	Name[Model]
▾	Splice Closure	Name[Model]
— —	Fiber Optic Cable	BFO144R BFO=Buried Fiber Optic, 144= Amount of fibers, 1901-1944 R=Buffer Type, 1901-1944 Fiber Range
⋯	Fiber Optic Service Drop	
— —	Conduit	Size-Material



See Sheet 3

See Sheet 1



**New Hope Telephone Cooperative
Fiber-To-The-Home (FTTH) Project
Phase 2**

SHEET 2

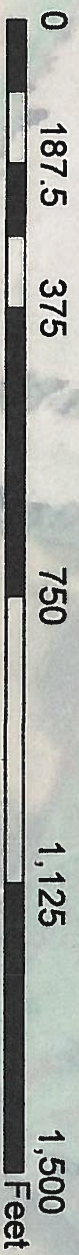
- Subscriber Location (House) House Number
Fiber Number
- ▲ Pedestal (Above ground cable housing) Name[Model]
- ▢ Handhole (Below ground cable housing) Name[Model]
- ▶ Splice Closure Name[Model]
- Fiber Optic Cable BFO144R BFO=Buried Fiber Optic, 144= Amount of fibers,
1901-1944 R=Buffer Type, 1901-1944 Fiber Range
- ⋯ Fiber Optic Service Drop
- Conduit Size-Material

See Sheet 2A

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



See Sheet 2

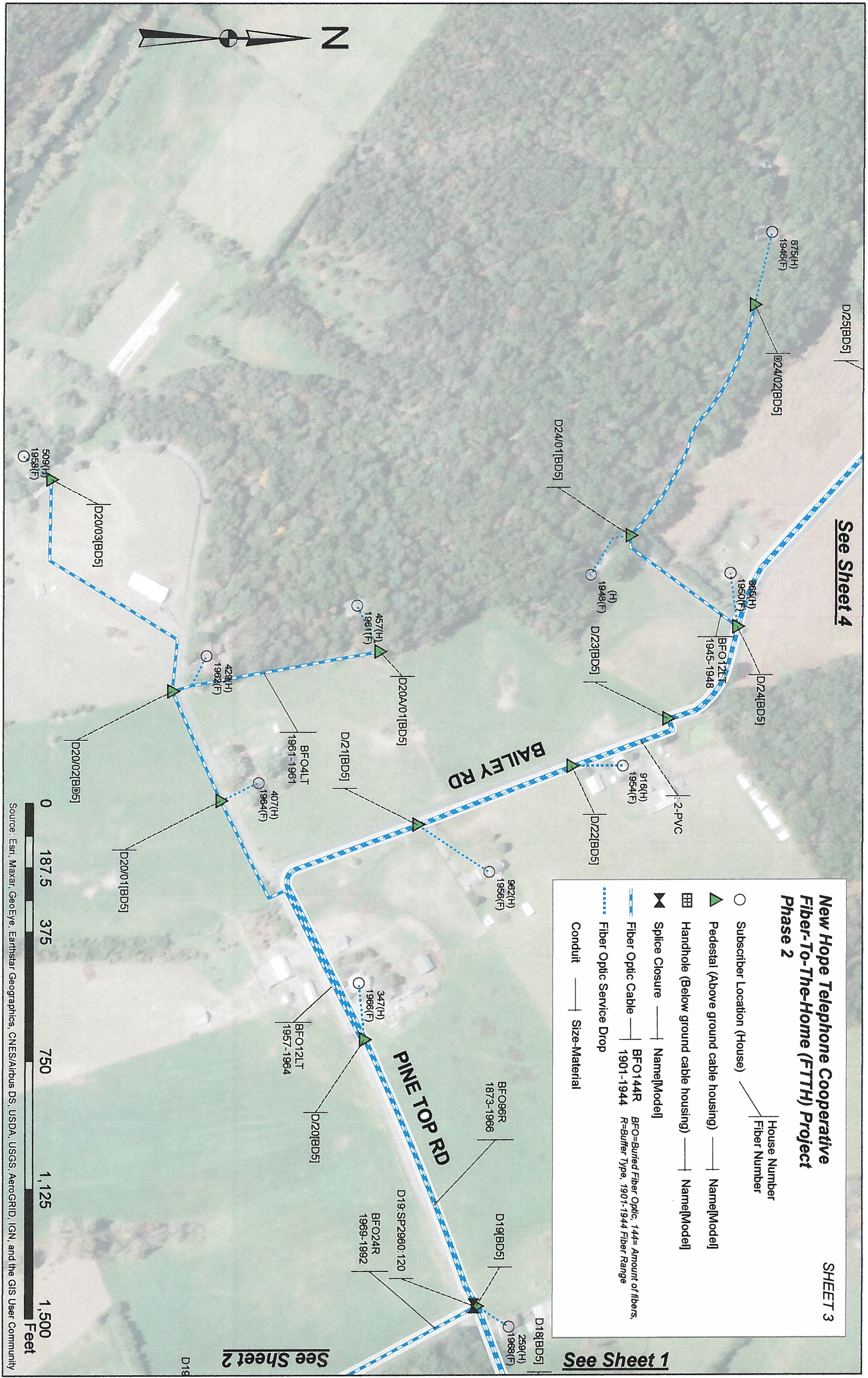


**New Hope Telephone Cooperative
Fiber-To-The-Home (FTTH) Project
Phase 2**

SHEET 2A

- Subscriber Location (House) — House Number
Fiber Number
- ▲ Pedestal (Above ground cable housing) — Name[Model]
- ▤ Handhole (Below ground cable housing) — Name[Model]
- ✕ Splice Closure — Name[Model]
- Fiber Optic Cable — BFO144R BFO=Buried Fiber Optic, 144= Amount of fibers,
1901-1944 R=Buffer Type, 1901-1944 Fiber Range
- ⋯ Fiber Optic Service Drop
- Conduit — Size-Material

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**New Hope Telephone Cooperative
Fiber-To-The-Home (FTTH) Project
Phase 2**

SHEET 3

- Subscriber Location (House) | House Number
- ▲ Pedestal (Above ground cable housing) | Name[Model]
- ▣ Handhole (Below ground cable housing) | Name[Model]
- ▶ Splice Closure | Name[Model]
- Fiber Optic Cable | BFO144R BFO=Buried Fiber Optic, 144= Amount of fibers, 1901-1944 R=Buffer Type, 1901-1944 Fiber Range
- ⋯ Fiber Optic Service Drop
- Conduit | Size-Material

See Sheet 4

See Sheet 1

See Sheet 2



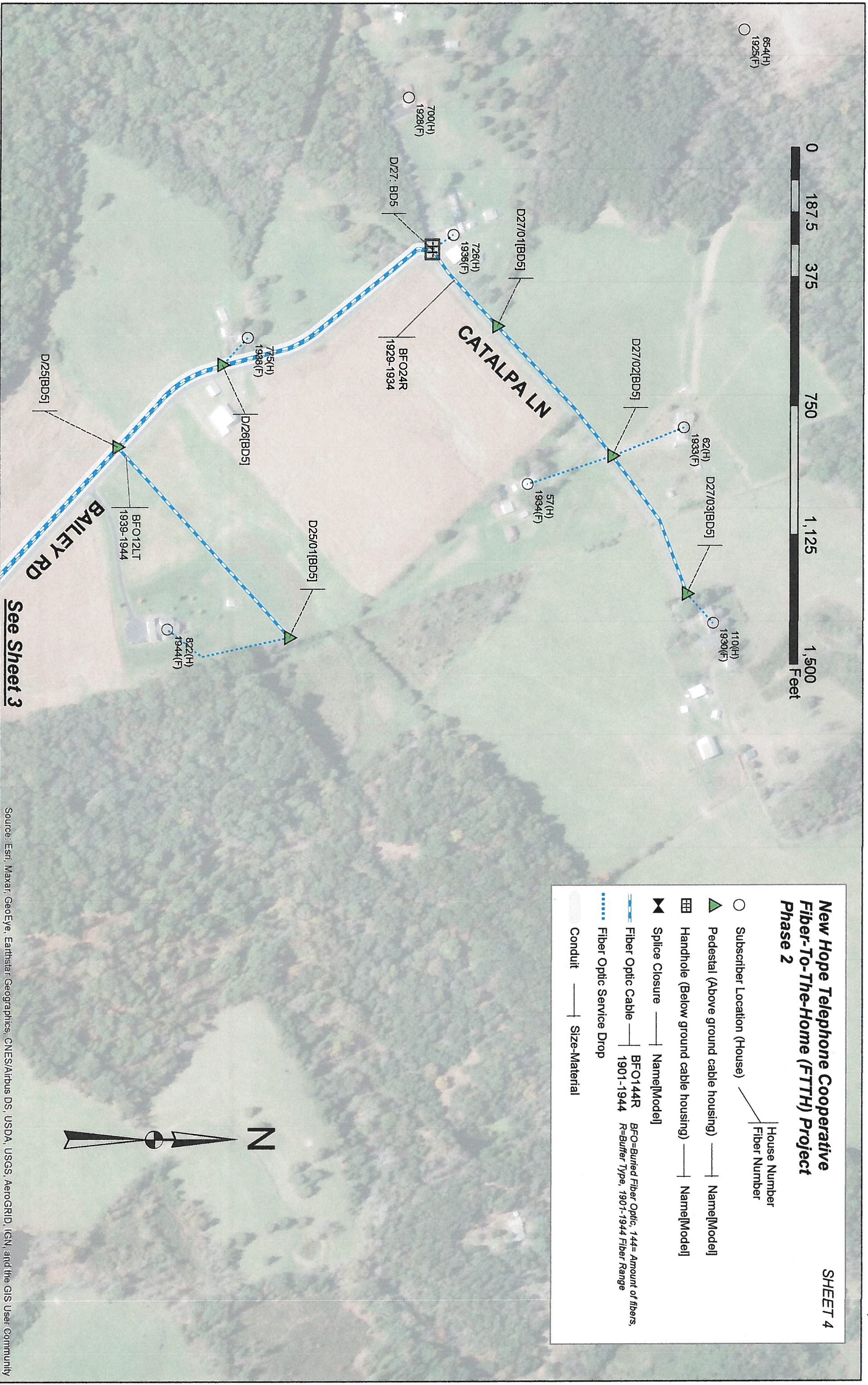
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**New Hope Telephone Cooperative
Fiber-To-The-Home (FTTH) Project
Phase 2**

SHEET 4

○	Subscriber Location (House)	House Number
△	Pedestal (Above ground cable housing)	Name[Model]
▣	Handhole (Below ground cable housing)	Name[Model]
▶	Splice Closure	Name[Model]
—	Fiber Optic Cable	BFO=Buried Fiber Optic, 144= Amount of fibers, 1901-1944 R=Buffer Type, 1901-1944 Fiber Range
⋯	Fiber Optic Service Drop	
—	Conduit	Size-Material



See Sheet 3



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Attachment C - Project Budget

Item numbers tie to detailed maps in Attachment B

October 27, 2020

NEW HOPE TELEPHONE COOPERATIVE FTTH PHASE 2 CARE'S PRICING			
OUTSIDE PLANT FIBER OPTIC CONSTRUCTION			
ITEM	UNIT	QTY	Extended
BA 3 Stub Pole for pedestal mount	\$ 363.91	11	\$ 4,003.01
BA 22	\$ 339.18		\$ -
BDO 5 Pedestal	\$ 706.95	2	\$ 1,413.90
BDO 5A Pedestal	\$ 703.64	3	\$ 2,110.92
BDO 5AFBD Pedestal	\$ 989.30	8	\$ 7,914.40
BDO 5FBD Pedestal	\$ 991.67	18	\$ 17,850.06
BFO 288RW	\$ 5.79		\$ -
BFO 144RW	\$ 4.58		\$ -
BFO 72RW	\$ 4.22		\$ -
BFO 48RW	\$ 4.06		\$ -
BFO 24RW Fiber optic cable	\$ 3.93	5252	\$ 20,640.36
BFO 12IE	\$ 2.85		\$ -
BFO 24IE	\$ 3.14		
BFO 48IE	\$ 3.48		
BFO 72IE	\$ 3.21		
BFO 96IE	\$ 3.51		
BFO 144IE	\$ 3.58		
BFO 216IE	\$ 4.53		
BFO 288IE	\$ 4.79		
BFO 12W Fiber optic cable	\$ 3.86	6982	\$ 26,950.52
BFO 4W Fiber optic cable	\$ 3.74	3200	\$ 11,968.00
BFO 4	\$ 3.71		\$ -
BFO 144R Fiber optic cable	\$ 3.04	3618	\$ 10,998.72
& BFO 48RW D Fiber optic cable	\$ 2.56	3540	\$ 9,062.40
BFO 96R Fiber optic cable	\$ 2.89	5584	\$ 16,137.76
& BFO 48RW D Fiber optic cable	\$ 2.56	5064	\$ 12,963.84
BFO 48R	\$ 2.52		\$ -
& BFO 48RW D	\$ 2.56		\$ -
BFO 12	\$ 2.31		\$ -
& BFO 4W D	\$ 2.24		\$ -
BFO 288R	\$ 3.71		\$ -

& BFO 216R	\$ 3.09		\$ -
& BFO 48RW D	\$ 2.01		\$ -
BFO 288R	\$ 3.71		\$ -
& BFO 144R	\$ 2.49		\$ -
& BFO 48RW D	\$ 2.01		\$ -
BFO 144R Fiber optic cable	\$ 2.49	626	\$ 1,558.74
& BFO 48R Fiber optic cable	\$ 1.97	620	\$ 1,221.40
& BFO 12W D Fiber optic cable	\$ 1.81	620	\$ 1,122.20
BFOV(1x1.25) Fiber optic cable	\$ 3.95	12890	\$ 50,915.50
BFOV(2x1.25) Fiber optic cable	\$ 4.96	2700	\$ 13,392.00
BFOV(2x1.5)	\$ 5.88		\$ -
BHF (17x30x36)T	\$ 1,174.07		\$ -
BHF (24x30x36)T	\$ 1,329.05		\$ -
BHF(24x36x36)T	\$ 1,329.05		\$ -
BHF(30x48x36)T Handhole	\$ 3,097.82	1	\$ 3,097.82
BHF(30x60x36)T	\$ 2,539.68		\$ -
BM 2(5/8)(8) Ground rod	\$ 88.83	31	\$ 2,753.73
BM 53 Warning signs	\$ 99.56	5	\$ 497.80
BM 53A Warning signs	\$ 30.25	11	\$ 332.75
BM 55	\$ 146.72		\$ -
BM 60(1x1.25)	\$ 15.05		\$ -
BM 60(1x1.25)(2x1.5)	\$ 16.75		\$ -
BM 60(1x1.25)DRR	\$ 123.74		\$ -
BM 60(2x1.25) Underground bore	\$ 15.20	8500	\$ 129,200.00
BM 60(2x1.25)DRR	\$ 124.73		\$ -
BM 60(2x1.5)DRR	\$ 125.04		\$ -
BM 60(3x1.25)	\$ 16.10		\$ -
BM 60(3x1.5)DRR	\$ 125.86		\$ -
BM 61(1x1.25)	\$ 15.05		\$ -
BM 61(2x1.25)	\$ 15.50		\$ -
BM 61(4)D	\$ 13.08		\$ -
BM 71	\$ 36.62		\$ -
BM 83 Service Entrance Conduit	\$ 70.44	34	\$ 2,394.96
HBFO M Splice Closure	\$ 968.47	1	\$ 968.47
HO-1 Single Fusion Splice	\$ 53.03	65	\$ 3,446.95
HO-12R 12 Fiber Ribbon Splice	\$ 132.20	10	\$ 1,322.00
ONT HB3S Enclosure at house	\$ 461.01	34	\$ 15,674.34
ONT HB5S Enclosure at house	\$ 461.01	1	\$ 461.01
ONT HB7S	\$ 467.76		\$ -

ONT HB5ES	\$ 553.86		\$ -
SEBO 4 Fiber Optic Service Cable to Customer Location	\$ 4.16	6898	\$ 28,695.68
WBDO	\$ 273.88		\$ -
WBHF	\$ 654.32		\$ -
WHO 12R	\$ 132.20		\$ -
WHO 1	\$ 53.03		\$ -
xxbhf	\$ 375.07		\$ -
		TOTAL	\$ 399,069.24
ENGINEERING AND ADMINISTRATION			
		TOTAL	\$ 39,906.92
OWNER SUPPLIED MATERIALS			
ONT HOUSINGS <small>location 36 is new construction and was provided by developer</small>	\$ 34.00	35	\$ 1,190.00
		TOTAL	\$ 1,190.00

PROJECT TOTAL **\$ 440,166.16**

CARE'S FUNDED	80.00%	\$ 352,132.93
AUGUSTA COUNTY FUNDED	10.00%	\$ 44,016.62
NEW HOPE TELEPHONE COOP FUNDED	10.00%	\$ 44,016.62

Memorandum of Understanding

This agreement is made on _____, _____ between **New Hope Telephone Cooperative**, P.O. Box 66, New Hope, Virginia 24469 (“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, New Hope Telephone Cooperative submitted a project for broadband deployment solutions in the County, for 36 Fiber-to-the-Home connections; 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 \$352,132.93.

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 New Hope Telephone Cooperative; 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 \$44,016.62; and
- 5. The County will manage the CARES Act requirements with Community 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 \$44,016.62; 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 Community Connect notifies the County that all grant requirements have been satisfied.

Witness the following authorized signatures on behalf of the parties:

Date

By:

Timothy M. Harris
Executive Vice-President/General Manager
New Hope Telephone Cooperative

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: 10/29/2020