



Franklin County

A Natural Setting for Opportunity

AGENDA

FRANKLIN COUNTY BROADBAND AUTHORITY

MONDAY, AUGUST 16, 2021 2:00 PM - Room B75

- 2:00 Call to Order, Broadband Authority Chairman Mitchell
- 2:01 Approval of Minutes
- 2:02 **Fixed Wireless Project Updates (VATI 2020 Project)**
Anthony Smith, Blue Ridge Towers
John Manning, Briscnet
- 2:15 **Discussion Item**
1. Change order request – fiber expenses
- 2:30 **2022 VATI Grant Proposals**
1. Discussion of Possible Projects by providers
 - a. River Street
 - b. Shentel
 - c. Blue Ridge Towers/Briscnet
 - d. Cox Communications
- 3:05 Mountain Valley Estates request
- 3:10 Comments by Authority Members
- 3:15 Adjournment of the Broadband Authority for special meeting at 3:00 on August 30, 2021

Board of Supervisors work session to immediately follow



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Memorandum

Date: August 12, 2021

To: Broadband Authority

CC: Christopher Whitlow, County Administrator

From: Steven M. Sandy, Assistant County Administrator

RE: August 16th Broadband Authority Topics

Fixed Wireless Project Updates

Representatives of Blue Ridge Towers and Briscnet will be present to provide project updates to the Broadband Authority. A weekly update dated August 12, 2021 has been included in the packet.

Items for Discussion/Action

Change Order for Additional Fiber Costs – At your July meeting, the Authority tabled action on a change order request from Blue Ridge Towers for additional costs incurred on fiber installation at Tom’s Knob site. The Authority had requested additional information on the ownership and use of the fiber as well as additional explanation of why there were increased fiber costs at this site. Briscnet has provided a letter concerning the ownership and use questions. See attached. Information from Blue Ridge Towers was not available at the time of this memo but may be available at the meeting.

Possible Actions:

(DELAY ACTION) I move to delay action until requested additional information is submitted to the Authority.

Or

(APPROVE) I move to APPROVE the requested project change order in the amount of _____ to be paid from project contingencies to Blue Ridge Towers for the additional fiber costs incurred.

Or

(DENY) I move to DENY the requested project change order.

VATI 2022 Grant – County staff is working with multiple internet providers to develop applications for funding through the VATI 2022 grant program. The state has allocated \$700 million to this grant program and asked for plans demonstrating universal (entire County) coverage. This grant was discussed at your previous meetings and in July the Authority authorized staff to submit letters of intent. Seven (7) letters of intent were sent to VA DHCD. Staff has been working with Shentel, River Street Blue Ridge Towers and Cox Communications to develop proposals. Representatives of these providers are expected to be present at the Authority meeting to present their proposals and answer questions concerning their applications.

Mountain Valley Estates – Homeowners in Mountain Valley Estates in Boone District have submitted a request to have the Authority help fund a network extension project for their subdivision. The project would serve nine (9) homes with a total project cost of \$34,600. Shentel is paying \$16,200 (\$1800 per household) leaving a project shortfall of \$18,400. The citizens are requesting that the County authorize funding for this project. Some residents have indicated a willingness to contribute financial resources to the project. Staff has advised that their subdivision will be included in a larger project expansion planned by Shentel to be part of a VATI 2022 application.

Possible Actions:

(DENY) I move to DENY the requested funding of \$18,400 for this project at this time since the request will be included in the County's VATI 2022 application for funding.

Or

(DELAY ACTION) I move to delay action until requested additional information is submitted to the Authority.

Or

(APPROVE) I move to APPROVE the requested funding of \$18,400 for this project and authorize staff to execute contract amendments as necessary to include this project.



Franklin County Broadband Project Report for August 12 , 2021

- **Scruggs**
 - On Air!
- **Grassy Hill**
 - Almost On Air, BRISCNET Testing this weekend.
- **Tom's Knob**
 - On Air!
- **Burnt Chimney**
 - On BRISCNET for current update, all BRT tasks completed
- **Industrial Park/Summit View**
 - On BRISCNET for current update, all BRT tasks completed
- **Snow Creek**
 - All BRT Tasks Done, BRISCNET installed Antennas and Cabinet, Fiber/NOC turn-up soon
- **Sontag**
 - All BRT Tasks Done, On BRISCNET
- **Glade Hill**
 - All BRT Tasks Done, On BRISCNET
- **Henry**
 - Foundation removal starts Monday due to concrete results
 - Replacement anchor bolts arrived Aug 10, 2021
- **Fork Mtn**
 - Foundation/rebar in progress, pouring concrete Friday
 - Access Road all buttoned up and good.
 - Power poles going aerial within 2 weeks

- **Callaway**

- Power On site, Fiber to be turned up once cabinet is installed
- Tower stacked on August 10

- **Westlake**

- Final SHPO/NPS (MOA) letter submitted to FCC and SHPO, going thru the process
- FCC to Start MOA mitigation process next week formally

August 10, 2021

Mr. Steven M. Sandy
Assistant County Administrator
Franklin County, VA
1255 Franklin Street
Suite 112
Rocky Mount, VA 24151

Re: Fiber Plant in Franklin County

Dear Mr. Sandy,

At your request, this letter is to confirm that per the Comprehensive Agreement Between The Franklin County Broadband Authority, Blue Ridge Towers, Inc., And Blue Ridge Internet Service Company, LLC all fiber plant installed to enable backhaul communication from a tower site to the nearest commercial fiber connection point will be conveyed by Franklin County to Blue Ridge Internet Service Company, LLC. You had inquired if such plant would be available to accommodate other wireless services that the county might need or require. We would be happy to allow access to that fiber plant should the county have a backhaul requirement. We will need to confirm the actual completed length, pole attachment agreements (if any) and commercial handoffs. Our preliminary survey of the fiber plant run that services the Tom's Knob tower is that it does not pass any residential households or commercial property

With regards,



John F. Manning
Acting President
Blue Ridge Internet Service Company, LLC, dba BriscNet



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into on _____, 2021, by and between RiverStreet Communications of Virginia, Inc., located at 1400 River Street, Wilkesboro, North Carolina, 28697, hereinafter referred to as the "RiverStreet," and the County of _____, Virginia, located at _____, _____, _____, hereinafter referred to as the "County" (RiverStreet and County are collectively referred to as the "Parties"), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

WHEREAS, RiverStreet has been awarded funding from the FCC's Rural Digital Opportunity Fund ("RDOF") to cover a portion of the cost of building a fiber network and providing broadband service to specific unserved or underserved locations in the County ("the Project"); and

WHEREAS, the Parties are desirous to enter into this Memorandum to set forth the working arrangements that both Parties agree shall be necessary to pursue their efforts to bring the Project to fruition;

MISSION

The Project is intended to provide the areas of the County that are the subject of the RDOF funding with access to broadband Internet access service ("Broadband"), in order to meet the future needs of residents and businesses in those areas of the County.

PURPOSE AND SCOPE

The Parties intend for this Memorandum to outline the structure for any binding contracts which the Parties may enter into in the future related to the Project.

OBJECTIVES

The Parties agree to work together to attempt to secure funding and establish policies and procedures that will promote and sustain a market for Broadband availability and intend to work toward delivering a product and/or services that meet or exceed business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The Parties agree to work together in good faith and collaboratively in an effort to bring the Project to successful completion. This Memorandum does not create any legal or equitable obligations or rights on the part of either Party and no such obligations or rights shall exist unless and until such time as the Parties may enter into a written agreement signed by both Parties.

SERVICES COOPERATION

The goal of the Project is to provide the following services in the areas of the County contemplated in the Project, which services include, but are not necessarily limited to:

Broadband Internet access services

Phase 1 (beginning after MOU execution): The Parties will work together to apply for Virginia Telecommunication Initiative ("VATI") grant(s). The Parties anticipate that VATI guidelines will require contributions by RiverStreet and by the County as matching funds to secure a FY2022 VATI Grant through the Virginia DHCD. DHCD funding shall not exceed 80% of Project costs. The Parties' VATI grant application may be a part of a regional application made together with other Virginia counties.

The total budget for the Project is expected to be \$_____. The County agrees to provide a minimum match of \$_____ in funding for the Project. RiverStreet agrees to provide a minimum match of \$_____ in funding for the Project. The amount of the VATI Grant to be requested for the Project will be at least \$_____, and the total number of homes projected to be passed by the Project shall be at least_____.

Phase 2 (beginning after Phase 1): RiverStreet will work with the County to continue Project planning and the Parties will seek additional Federal, State and local funding to expand the availability of Broadband service in the County.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties' ability to obtain the necessary funding required for the Project, as described in any applicable grant or business loan application. Responsibilities with regard to commencement and completion of the Project will be established in any future agreement between the Parties, and may coincide with the period specified in connection with any grants awarded in connection with the Project.

TERM

This MOU shall remain in effect, subject to the termination provisions in this MOU, up until the Parties mutually determine whether they are able to move forward with the Project.

If the Parties are successful in securing sufficient grant funding that they are both willing to move forward with the Project, then they agree to use good faith efforts to negotiate, execute and deliver a formal contract regarding the Project ("Project Agreement"). The Parties contemplate that a Project Agreement will contain terms and conditions, representations, warranties, covenants, and other provisions that are customary in service arrangements of the sort contemplated in this MOU. If the Parties are unable to agree on the terms and conditions of a Project Agreement within 60 days of receiving notice of the award of such grant funding, then either Party may give notice of the termination of this MOU. In that event, the Parties shall have no further obligations to each other under this MOU except for any obligations which are specifically provided to

survive a termination of this MOU. This MOU does not create any legal or equitable obligations or legal rights.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum may be amended or modified at any time in writing by mutual agreement of both Parties.

In addition, this MOU may be cancelled by either Party without cause on sixty (60) days advance written notice. This MOU may be terminated for cause, where cause for termination may include, but is not limited to, a material breach of any of the provisions contained herein, upon delivery of written notice of such termination to the other Party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform its duties or responsibilities under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice of such to the other Party and, if possible, establish a date for such performance.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

The Parties to this MOU agree that should any dispute arise regarding any aspect of their relationship or the Project, including, but not limited to, any matters, disputes or claims, the Parties shall confer in good faith to promptly resolve any such dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be subject to non-binding mediated mediation and/or arbitrated in an attempt to resolve any and all issues between the Parties.

The Parties agree that venue for any claim or dispute that arises from or through this MOU shall be in the state and federal courts for Franklin County, Virginia, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

~~In the event that any court having jurisdiction should determine that any portion of this MOU to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this MOU shall remain in full effect and enforceable. This MOU shall be interpreted and governed by and in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1-16.~~

NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither Party may assign this Memorandum without the prior written consent of the non-assigning Party, whose approval shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing, RiverStreet shall have the right to assign this MOU without the County's consent to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with RiverStreet, or to any entity into which RiverStreet may have merged or consolidated or which purchases all or substantially all of the assets of RiverStreet.

ENTIRE UNDERSTANDING

This MOU reflects the entire understanding and agreement of the Parties pertaining to all matters contemplated hereunder.

MOU SUMMARIZATION

The Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in a manner and fashion intended to bring about the achievement and fulfillment of the goals and objectives of the Project.

- It is not the intent of this MOU to restrict the Parties from their involvement in or participation with any other public or private individuals, agencies or organizations or opportunities.

- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of the Project, to the fullest extent possible.

- This MOU is not a binding contract, and it is not the intent or purpose of this MOU to create any rights, benefits, obligations and/or trust responsibilities by or between the Parties.

- This MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Project or the effort to bring it to fruition.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Parties' efforts relating to the Project, then such shall then be done in accordance with applicable Virginia laws, regulations and/or procedures, and any Project Agreement which the Parties may enter into in the future.

- In the event that it should become necessary to provide funding for the effort to develop the Project, then any such endeavor shall be addressed in a separate and mutually agreed upon written agreement signed by the Parties or their representatives, in accordance with applicable laws and regulations, and in no way does this MOU provide such right or authority or obligate any Party to provide any such funding.

- The Parties have the right to individually or jointly terminate their participation in this MOU provided that advanced written notice is delivered to the other Party as provided for herein.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply reflects the intentions of the Parties to undertake preliminary efforts to achieve the goals and objectives stated in this MOU.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.

By: _____

Gregory S. Coltrain
VP, Business Development

_____ **COUNTY, VIRGINIA**

By: _____

County Administrator

August 11, 2021

Dear Mr Sandy and Board members,

Our neighborhood, Mountian Valley Estates, are requesting to have our internet expedited as we have all our signatures for need, ability to contribute funds, and Shentel cost quote prepared for your review. We have expressed the need to have internet provided to our neighborhood as a "time is of the essence" situation. We have multiple students that need faster and better internet, essential personnel that works from home, and business owners that depend on relatable internet to provide services to our clients and customers.

We would greatly appreciate your approval for county assistance in paying for installation of Shentel in our area. There are quick accesses to Shentel, as the company across the street, three homes in our neighborhood currently and other homes on a street along our neighborhood, current have Shentel as their providers for internet. We are situated at the bottom of Windy Gap mountian and we have no other options except Century-link which is suboptimal in adequate upload and downloading work for school, work and general use.

We ask that you to please consider to put our neighborhood in que to have Shentel begin installation as soon as possible to accommodate our neighborhoods' need rather than grouping use with a larger group that may take years to complete.

We, the home owners, greatly extend our gratitude for your consideration.

Sincerely,

Lorie Ranson
Spokes person for this project

540-309-5666

156 Valley Road
Hardy, Va 24101

House number: 383

How many members in home: 4

School use or work: BOTH

Internet use: CENTURY LINK

How much you would be willing to help pay: ? 200-300.00

Name: Rob Yanok Rob Yanok

Signatures: _____

House number: 243

How many members in home: 2

School use or work: NA

Internet use: Century link

How much you would be willing to help pay: ?

Name: Calvin Hawley

Signatures: C.J. Hawley

House number: 217

How many members in home: 4

School use or work: work

Internet use: Century link

How much you would be willing to help pay: ?

Name: Gary Nutz, Elizabeth Nutz

Signatures: [Signature], [Signature]

House number: 90

How many members in home: 4

School use or work: work

Internet

use: streaming, work

How much you would be willing to help pay: ?

Name: Jay Zane

Signatures: Jay Zane

House number: 219 valley rd

How many members in home: 2

School use or work: work

Internet

use: streaming work

How much you would be willing to help pay: 100

Name: Brandon Ciseh

Signatures: Brandon Ciseh

House number: _____

How many members in home: _____

School use or work: _____

Internet use: _____

How much you would be willing to help pay: _____

Name: _____

Signatures: _____