

# Application to DHCD Submitted through CAMS

King & Queen County

King & Queen County

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**Application ID:** 64508122019164714  
**Application Status:** In Progress - DHCD  
**Program Name:** Virginia Telecommunications Initiative 2020  
**Organization Name:** King & Queen County  
**Organization Address:**  
**Profile Manager Name:** Thomas Swartzwelder  
**Profile Manager Phone:** (804) 785-5975  
**Profile Manager Email:** tswartzwelder@kingandqueenco.net

**Project Name:** King & Queen County  
**Project Contact Name:** Thomas Swartzwelder  
**Project Contact Phone:** (804) 785-5975  
**Project Contact Email:** tswartzwelder@kingandqueenco.net  
**Project Location:** 242 Allens Circle, Suite L  
King & Queen C.H., VA, VA 23085-2007  
**Project Service Area:** King and Queen County

**Total Requested Amount:** \$6,043,905.00

**Required Annual Audit Status:** No Current Audits Found

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$6,043,905.00</b>	<b>\$11,217,787.60</b>	<b>\$17,261,692.60</b>
Construction	\$6,043,905.00	\$11,217,787.60	\$17,261,692.60
<b>Total:</b>	<b>\$6,043,905.00</b>	<b>\$11,217,787.60</b>	<b>\$17,261,692.60</b>

## Budget Narrative:

The requested \$6,043,905.00 of VATI funds are being requested over the next 2 to 3 application cycles since this is a three year FTTH project covering the entirety of King and Queen County. To successfully complete this goal, the County will be divided into 4 serving areas that are connected by 414.79 road mile with 488.95 miles of fiber. In addition to the fiber the necessary terminations, cabinets, electronics, and miscellaneous hardware required to light the network is included in the engineering cost estimate. In addition to the VATI funding there is another \$11,217,787.60 of matching funds from three other sources. King and Queen County, is supplying \$3,800,000.00 over the next three years. Additionally, there is \$5,071,453 in Federal funds that RSN has received as part of the CAFII auction that will be paid out over the next 10 years.. Finally, RSN has committed to providing all end user equipment as part of this project. To capture the expected CPE cost a conservative take rate of 30% was used. Therefore, RSN is taking on the cost of \$2,346,334.60 to connect 1,150 customer locations as their portion of the total project cost. This was done in accordance with VATI Guidelines which states that "DHCD will award funding to applicants to provide last-mile services, including middle-mile networks, equipment, or other investments required to deliver last-mile service" and that the definition of "Last Mile" is "components of a network that provide broadband services to end-users premises or devices through an intermediate point of aggregation (e.g. remote terminal, fiber node, wireless tower, or other equivalent access point)." If this sort of funding is not permitted please contact RSN to discuss other options that they can financially support the build out of this project.

## Questions and Responses:

### 1. Project Area

Explain 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:

The project area covers the entire footprint of King and Queen County, VA. Only two small areas of the County has Internet speed greater than 10/1. In the Northern part of the County along SR 721 down to the St. Stephens Church area of the County there is Verizon DSL service. The speeds available from Verizon DSL vary greatly from a high of 15/1 down to a low of 1.5/.5. Verizon DSL speeds are based on how far the customer is from the CO. In the Southern part of the County along SR 14/33 and Airport Road, Cox supplies Internet speeds greater than 10/1. Additionally, Cox has informed the County that they currently have no plans to build out Internet service to more areas in the County. According to the FCC mapping site there is very spotty wireless coverage in the

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County from Virginia Broadband (VABB). However, VABB's own coverage map from their website shows that their wireless coverage stops to the East of the County along SR 17. A majority of the County is primarily covered by the KQVA.net wireless network which has speeds no greater than 6Mbps down. KQVA.net network was installed by GTG and has been maintained by them since 2012. Prior to the public announcement of the purchase of GTG by RSN in 2018, a meeting was held with members of King and Queen County and RSN/GTG to discuss improvements to KQVA.net network. The main issue is that the network doesn't currently exceed the 10/1 Broadband Internet standard and several tower sites are at max capacity. During RSN purchase discussions with GTG, it was decided to add KQ County to the list of locations in which to bid on CAF II funding. Due to errors in the federal mapping system only 1,615 locations or less than 43% of the households were funded by the CAF II auction. After additional meetings were held by RSN and KQ County Board of Supervisors and WSA, it was determined that the best course of action would be to look into building FTTH throughout the County. The County jump started the process by investing in a \$50,000 Engineer and Design FTTH Plan in July 2019. This E&D plan is being based on other FTTH networks that have been installed and maintained by RSN in NC. This FTTH Engineering document is in the middle stages of completion and it will be used as the road map for this project. Several portions of the design will be shared as attachments to this application.

2.

Describe your outreach efforts to identify existing providers in the selected project area. Provide a detailed explanation of how this information was compiled and the source(s). Provide a map and list of all existing providers (fixed and wireless) and speeds offered within the project area. Label Map: Attachment 2 – Existing Provider Map; label documentation: Attachment 3 – Documentation on CAF Funding Area.

## Answer:

The CIT conducted a “Broadband Needs Assessment” for King and Queen County in 2014. At that time the current residential Internet providers within King and Queen County other than KQVA.net fixed wireless were: Verizon DSL, Cox Cable, and HughesNet Satellite. Over 69% of the survey respondents had some sort of Internet service and the vast majority were wireless. According to the numbers, wireless Internet access was more than 2.5 times greater than the other types of access combined. Very little if anything has changed in the County since 2014 when it comes to Internet access for not only residential customers but for business and anchor institutions. There are some coverage blocks on the FCC maps at [broadbandmap.fcc.gov/#/](http://broadbandmap.fcc.gov/#/) which shows possible coverage by Virginia Broadband. However, when investigated closely using Google Earth loaded with RSN CAF blocks and County GIS address information it shows there are no homes in the areas as well as them being surrounded by CAF funded blocks. Additional investigation was undertaken to determine the exact footprint of Virginia Broadband (VABB) in other parts of the County to ensure no other service providers and each time the coverage area on the FCC maps end at the Country's border. These results were in line with VABB’s published wireless coverage map showing their coverage dropping off just to the East of Hwy 17. With KQVA.net wireless equipment providing max speeds of 6 Mbps down and wireless being the predominant form of Internet access in the County it is evident that very little Internet services above 10/1 Mbps exist inside King and Queen boundaries.

## 3. Project Need/Description

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 10 Mbps / 1 Mbps or less and with less than 10 percent service overlap within the project area. Describe any anticipated service overlap with current providers within the project area.

Provide specific information as to how you determined the percentage overlap. Label Attachment: Attachment 4 –

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Documentation Unserved Area VATI Criteria.

**Answer:**

Based on data collected from CIT's Integrated Broadband Availability Map, FCC Broadband Map system, CIT's Broadband Needs Study, and other research into the services available in the County, it appears that the vast majority of homes in the County have Internet services well below the 10/1 threshold. As stated previously, the only Internet service at 10/1 or better broadband services that are available to residential customers in the County is provided by Cox and Verizon. In the Northern part of the County along SR 721 down to the St. Stephens Church area of the County there is Verizon DSL service. Unfortunately, the speeds available from Verizon DSL vary greatly from a high of 15/1 down to 1.5/.5 based on how far the customer is from the central office. In the Southern part of the County along SR 14/33 and Airport Road has Internet services greater than 10/1 from Cox. Cox provides Internet service within 1,000' or so of Route 14/33 and Airport Road in the Southern part of the County. It is estimated that Cox and Verizon provides service to no more than 460 customers along their routes. This estimate was derived from overlaying the GIS address information on Google Earth with FCC maps showing Cox and Verizon service blocks and counting all locations inside those areas and subtracting back any that were also covered by CAF. This leaves an estimated 88% of all households in the County without 10/1 or better broadband.

4. Provide the number of residential serviceable units in the project area(s). Describe the eligible premises that will be served by the proposed project and the basis for these projections.

**Answer:**

According to County's GIS system, tax records, and business licenses there are 3,865 housing units with 33 of them being non-habitable. This gives the County 3,832 residential serviceable units with 397 of them containing some sort of home business.

5. Indicate the numbers of businesses and community anchor institutions the proposed project will pass in the project area. Also indicate the number of home-based businesses. Provide specific information.

**Answer:**

According to County's GIS system, tax records, and business licenses there are 96 businesses, 35 churches, and 32 Government/Anchor Institutions; 3 - Schools, 3 - Rescue Squads, 4 - Fire Departments, 1 - Library, 1 - Ruritan Club, 1 - Woman's Club, 4 - Trash Collection Facilities, 1 - Landfill, 2 - VDOT Sheds, 5 - Post Offices, 1 - Fish Hatchery, 3 - Courthouse Buildings, 1 - Museum, 1 - VA Department of Health, 1 - Airport.

6. Understanding that projected take rates are an estimate, provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also detail all actions (e.g. marketing activities, outreach plan) to be implemented to reach the identified potential serviceable units within the project area.

**Answer:**

Based on RSN's historical operations of bringing new fiber networks online and transitioning users over to those FTTH systems, a very conservative growth rate is being used for this project. Additionally, the conservative estimates are based on customers not be connected to the network until the final build out stages in year three. However network engineers are forecasting that end users could be connected as early as 18 months after the project begins. Based on the conservative approach that is being taken the first customers are not to be connected until year 3. The ProForma for the more conservative approach calls for 1.5% of the households connected by the end of the 36 months. Then a slow growth rate of 3% - 5% per year over the next 12 years. This conservative

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approach does not factor in any surge of customers from converting over several hundred existing KQVA.net customers. Under this conservative take rate model, the operating income of the network is forecasted to be cash flow positive in year four after the project is completed. A simplified version of the ProForma has been added as Attachment 17. To assist with the acquisition of customers, RSN has extensive marketing campaign consisting of: postcards, banners, door hangers, billboards, radio spots, press releases, neighborhood signs, social media updates. Additionally, RSN uses a “Crowd Fiber” tool that is associated with its join.buildriderstreet.com . This tool allows the user or a CSR to enter the potential customer’s data into the portal and then map them so we can track interest by service areas. Additionally, if the information is being put in by an existing Internet user then we can capture their current bandwidth if they are willing to conduct a speed test that is part of the portal’s questionnaire. Furthermore, RSN will offer a “Cooperative Community Partner Discount” of \$10 to any; Government workers, first responders, medical and dental employees, real estate agents, farmers, etc.. RSN has additional savings to low income individuals and families. Final incentive is that the service will come with a VOIP line that they can port their local number to so they can eliminate the cost of a landline. Information on RSN’s marketing plans as been added as Attachment 18.

7. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless co-applicant own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

**Answer:**

Not a Wireless Project.

8. Provide the proposed download and upload speeds for the project area. 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. Describe the Internet service offerings to be provided after completion of this project and your price structure for these services. The service offerings should include all relevant tiers.

**Answer:**

RSN plans on using their new OPTi Fi residential pricing for this project. The plan contains three Internet speeds that are fully symmetrical; 100/100 Mbps, 250/250 Mbps, 1/1 Gbps with no data caps. All three packages will come with a free VOIP phone line with multiple calling features as well as local and continental US long distance calls included. The packages will cost; \$75, \$100, \$200 plus a flat \$5 service fee to cover any taxes or FCC fees. The cost of these service packages can be reduced with a \$10 COOP Discount and \$9.25 life discount as shown in the marketing material shown in Attachment 18. Since this a FTTH project the only sharing of bandwidth may occur at a fiber concentration cabinets or at the point RSN connects to their upstream Internet provider(s).

9. 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. Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project. Label Map: Attachment 5 – Propagation Map Wireless Project

**Answer:**

This is a totally new Fiber project the only existing network components are the Internet access point that currently exist in the County. One of which currently feeds our KQVA.net customers. There is another Internet access point that is under construction at this time but is not yet online. The design of the County wide fiber ring takes these Internet access points into consideration. When connect to both of these access points the new ring should have

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two unique and diverse fiber routes out to the "Cloud". The County is broken into "Service Areas" and a "Fiber Ring" is routed through those service areas. In this case the County is divided into 4 service areas with a fiber ring of approximately 106 miles and passes approximately 863 households. Attachment 16 shows details of the fiber ring to include its route, service areas, and major termination points. Off of the ring there are 384 miles of fiber trunk lines and laterals passing 2,969 households. The other major components of the network include a central office building, at least 3 remotes and 7 PON cabinets. Each of these locations include all the fiber termination equipment and electronics required to "light" the fiber. A complete listing of all the equipment is shown on Attachment 13 which includes all of our Engineering Estimates.

## 10. Project Readiness

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Provide any Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) (drafts are allowable), letters of support, etc. The timeline should include all activities being completed within 12 months of contract execution with DHCD. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Applicant/Co-Applicant; Attachment 8 – Letters of Support;

- i. If the partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the applicant, co-applicant, and any additional partners.
- iii. If applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality.

### Answer:

The project is nearing the final design phase which should be completed in the next 60 days. The design of this fiber network is consistent with other successful large FTTH deployments that RSN has undertaken in the past. Attachment 13 has a line by line breakdown of all parts and labor to build out the fiber network. Attachment 6 contains the 36 month project timeline broken down into 9 major components. To ensure the network is successfully employed and fully utilized, Attachment 17 has a complete marketing plan which includes a "Crowd Fiber" tool which tracks and locates potential customers as the network is being deployed and fiber "drops" are being installed to locations. King & Queen County and RSN's are currently operating in a formalized Public Private Partnership (PPP). The two applicants have a fully executed Agreement which dates back to August 2012. The initial agreement was entered into by the County and Gamewood Technology Group which was later purchased by RSN in 2018. Since the current agreement mainly covers the management of the KQVA.net wireless network, there will be amendments added to the existing agreement or a new PPP will be formalized as part of the FTTH project. A redacted copy of the service agreement is Attachment 7.

11. Matching funds: Provide a description of the matching funds the applicant and co-applicant will invest in the proposed project (VATI funding cannot exceed 80 percent of total project cost). The Funding Sources Table must be completed. Label Attachments: Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table;

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- i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
- ii. Identify whether the applicant or co-applicant is responsible for providing each element of the proposed matching funds.
- iii. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

**Answer:**

In addition to the VATI funding of \$6,043,905.00 there is another \$11,217,787.60 of matching funds from three other sources. King and Queen County, is supplying \$3,800,000.00 over the next three years. Additionally, there is \$5,071,453 in Federal funds that RSN has received as part of the CAFII auction that will be paid out over the next 10 years.. Finally, RSN has committed to providing all end user equipment as part of this project. To capture the expected cost the conservative take rate of 30% was used. Therefore, RSN is covering the cost of \$2,346,334.60 to connect 1,150 customer locations as their portion of the total project cost. This was done in accordance with VATI Guidelines which states that "DHCD will award funding to applicants to provide last-mile services, including middle-mile networks, equipment, or other investments required to deliver last-mile service" and that the definition of "Last Mile" is "components of a network that provide broadband services to end-users premises or devices through an intermediate point of aggregation (e.g. remote terminal, fiber node, wireless tower, or other equivalent access point)."

12. Applicant and Co-Applicant: A description of the public-private partnership involved in the project. Detail the local government assistance: Local government co-applicants should demonstrate assistance to project that will lower overall cost and further assist in the timely completion of construction, including assistance with permits, rights of way, easements, and other issues that may hinder or delay timely construction and increase cost. Provide detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor-owned utilities

**Answer:**

The King and Queen Wireless Service Authority and Board of Supervisors have worked extremely hard over the past years to provide Internet service to their citizens. The County Administrator and WSA have agreed to be the project facilitator. They will assume responsibilities that include, but not be limited to, property research to identify critical project areas, permitting assistance for any federal, state, or local requirements, waiving of permit fees in designated areas, help secure easements and right of ways, utilize County owned facilities to serve as anchors, and facilitation of partner marketing efforts.

13. Identify key individuals, including name and title, who will be responsible for the management of the project. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

**Answer:**

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Name	Title	Project Duties
Thomas Swartzwelder	County Administrator & Attorney	Project Leader and POC for Count
Eric Cramer	RSN CEO	Directs all activities of the Compar
Jody Call	RSN CTO	Responsible for the planning, impl
Kimberley Johnson	RSN CFO	Manages all accounting, financial a



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Jody Souther	RSN VP of Network Engineering	Directs the activities of all outside
Amanda Perry	RSN VP of Sales & Marketing	Develops and executes the Compa
Greg Coltrain	RSN VP of Business Development	Liaison with the County and the pr
Robert Taylor	RSN Business Development Mana	Will bring his 23 years experience

## 14. Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the grant funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should be substantiated by clear cost estimates. Label Attachment: Attachment 11 – Derivation of Costs; Attachment 12 - Documentation of Supporting Costs; Attachment 13 – Supporting Documentation of Cost Estimates.

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**Answer:**

Since it would be extremely difficult to break out each individual mile of fiber being built by either VATI funds vs. other funds, we proposed using a percentage basis. By taking the total amount of the project and compare that to what is being requested from VATI. The total project cost is \$17,261,692.60 and this will pass all 3,832 houses in the County. The VATI funding request is for \$6,043,905.00 to pass 2,217 houses which is the difference of total houses minus the 1615 covered by CAF funding. Therefore we are requesting that VATI provide 35% of the total cost to pass an additional 58% of the homes in the County. The additional percentage of homes only drops down to 57% if you subtract the 2% difference between the allowed service overlap of 10% and the estimated overlap of 12%. An itemized listing of the expenses is shown in the attached engineering estimates Attachment 13 as well as the utilization of those funds by major component sections as shown in Attachment 11.

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. Finally, the three component scores are averaged together and converted to a 30-point scale to form a composite score. Please provide the following three pieces of information:
- Total State funding requested / Total Project cost
  - Number of serviceable units
  - Highest residential speed available

**Answer:**

- Total State funding requested / Total Project cost  
Requesting \$6,043,905 in State funding for a total project cost of \$17,261,692.60 or 35%.
- Number of serviceable units  
The project will pass 3,832 housing units with 397 containing home based business. As well as 96 business locations, 35 churches, and 32 Governmental/Anchor institutions. The cost of units passed is being based on the 2,217 housing locations not covered by CAF which averages out to \$2,726.17 per housing unit. The cost per unit is even lower if you add in the businesses, churches, and Governmental/Anchor Institutions to approximately \$2,539.46 per unit for 2,380 locations.
- Highest residential speed available  
1 Gig Down with 1 Gig Up

16. A brief description of applicant and co-applicant's history or experience with managing grants and constructing broadband communication facilities in the Commonwealth of Virginia and elsewhere.

**Answer:**

RiverStreet Networks of Virginia is a wholly-owned subsidiary of Wilkes Telephone Membership Corporation (WTMC), a rural ILEC telephone company that provides services to various locations throughout North Carolina and most of the rural areas of Wilkes County, the location of the corporate office. It obtained a \$25M 75% BIP Stimulus grant/loan from the USDA in 2009. WTMC completed an 1100 mile system-wide Fiber-To-The-Home (FTTP) network using an active fiber design for all its exchanges. High-speed Broadband, Voice, and IPTV are available to 9200 subscribers in its Wilkes County service areas. This fiber network serves the four exchanges of Champion, Boomer, Lomax, and Clingman, which is tied together with a 250-mile transport fiber ring with multiple 10G connections. A MetaSwitch Softswitch with VOIP capability is located at the Champion office. IPTV

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is being routed from neighboring Skyline TMC via a redundant 10G fiber ring. A total of 20Gbps internet access is provided, using two different internet service providers (10Gbps from Citizens and 10Gbps from Spirit) via redundant fiber facilities. The broadband traffic is continuously monitoring the actual service levels of every customer, and all connections are upgraded before the 15% over-subscription is reached. The service goal of Wilkes is to maintain an over-subscription level of under 10% on an ongoing basis. This entire project was completed on budget and on time over five years. Additionally, another portion of RiverStreet Networks is Tri-County Telecom (TCT) merged its operation with WTMC's last year. TCT provides Broadband, Voice, and IPTV services over an all-fiber network to about 4,000 customers in parts of Beaufort, Hyde, and Washington Counties in Eastern North Carolina. This FTTH network was built with a \$12M 70%BIP Stimulus grant/loan from the USFA in 2009. Over 500 mile of distribution fiber was built over five years. In 2010 TriCounty received a 14.2 Million (75% Grant/25% Loan) through the Broadband Infrastructure Program (BIP), a program developed by the USDA Rural Utilities Service due to Federal Funded Appropriations via the American Recovery and Reinvestment Act of 2009. This facilitated the construction of more than 355 miles of Fiber Optic Cable to serve rural citizens of Northeastern Beaufort County and a small portion of Washington and Hyde Counties. This project was completed within five years.

## 17. Commonwealth Priorities

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if the project fits into a larger locality or regional universal broadband plan.

### Answer:

This project is well in line with the Commonwealth's priority and focus on providing broadband Internet services to unserved and underserved residents of Virginia. Additionally, the project is expected to be completed well within the 10 year timeframe announced by the Governor. As well as providing a solution that will meet the current needs of King and Queen County residents, businesses, and institutions this new fiber infrastructure should meet their needs for decades to come. Furthermore, the building of the FTTH infrastructure in King & Queen will allow RSN a means to expand into other areas of Virginia's Middle Peninsula.

## 18. Additional Information

Any other equitable factor that the applicant desires to include. Applicants are limited to four additional attachments. Label Additional Attachments as:

- a. Attachment 14 – Two most recent Form 477 submitted to the FCC or equivalent
- b. Attachment 15 – Copy of Public Notice
- c. Attachment 16 – XXXXXXXX
- d. Attachment 17 – XXXXXXXX
- e. Attachment 18 – XXXXXXXX
- f. Attachment 19 – XXXXXXXX

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## Answer:

The project is the perfect culmination of State, County, and Federal funding sources working in partnership with a private service provider to build something that is desperately needed by the citizens of the community being served. It is hoped that the State will support this project application so that it might become a model of how to bring together a multitude of funding sources in an effort to build a large scale FTTH network.

## Attachments:

Map(s) of project area, including proposed infrastructure

Attachment1ProjectAreaMap93201923009.docx

Map(s) or schematic of existing broadband providers (inventory of existing assets)

Attachment2ExistingProviderMap93201923043.docx

Documentation that proposed project area is not designated for Connect America Funding (CAF)

Attachment3DocumentationonCAFFundingArea93201923058.docx

Documentation that proposed project area is unserved based on VATI criteria

Attachment4DocumentationUnservedAreaVATICriteria93201923111.docx

Project Management Plan

Attachment6ProjectManagementPlan93201923137.xlsx

Documentation of relationship between applicant and co-applicant (formal or informal)

Attachment7RelationshipBetweenApplicants93201923155.pdf

Letters of Support

Attachment8LettersofSupport93201934453.pdf

Documentation for in-kind contributions, including value(s)

Attachment9DocumentationofMatchingFunding93201945239.pdf

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Funding Sources Table

Attachment10FundingSourcesTable93201932749.docx

Derivation of Cost (Project Budget)

Attachment11DerivationofCosts93201923249.pdf

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

Attachment12DocumentationofSupportingCost93201923302.xls

Supporting documentation for costs estimates

Attachment14TwomostrecentForm477submittedtotheFCC93201923324.pdf

Two most recent Form 477 submitted to FCC

Attachment14TwomostrecentFCC477825201920219.pdf

Copy of Public Notice

Attachment15KQPublicNotice825201920228.pdf

Optional

Attachment16KQFiberNetworkDiagram93201923350.pdf

Optional

Attachment17ProjectEstimatedProForma93201923357.pdf

Optional

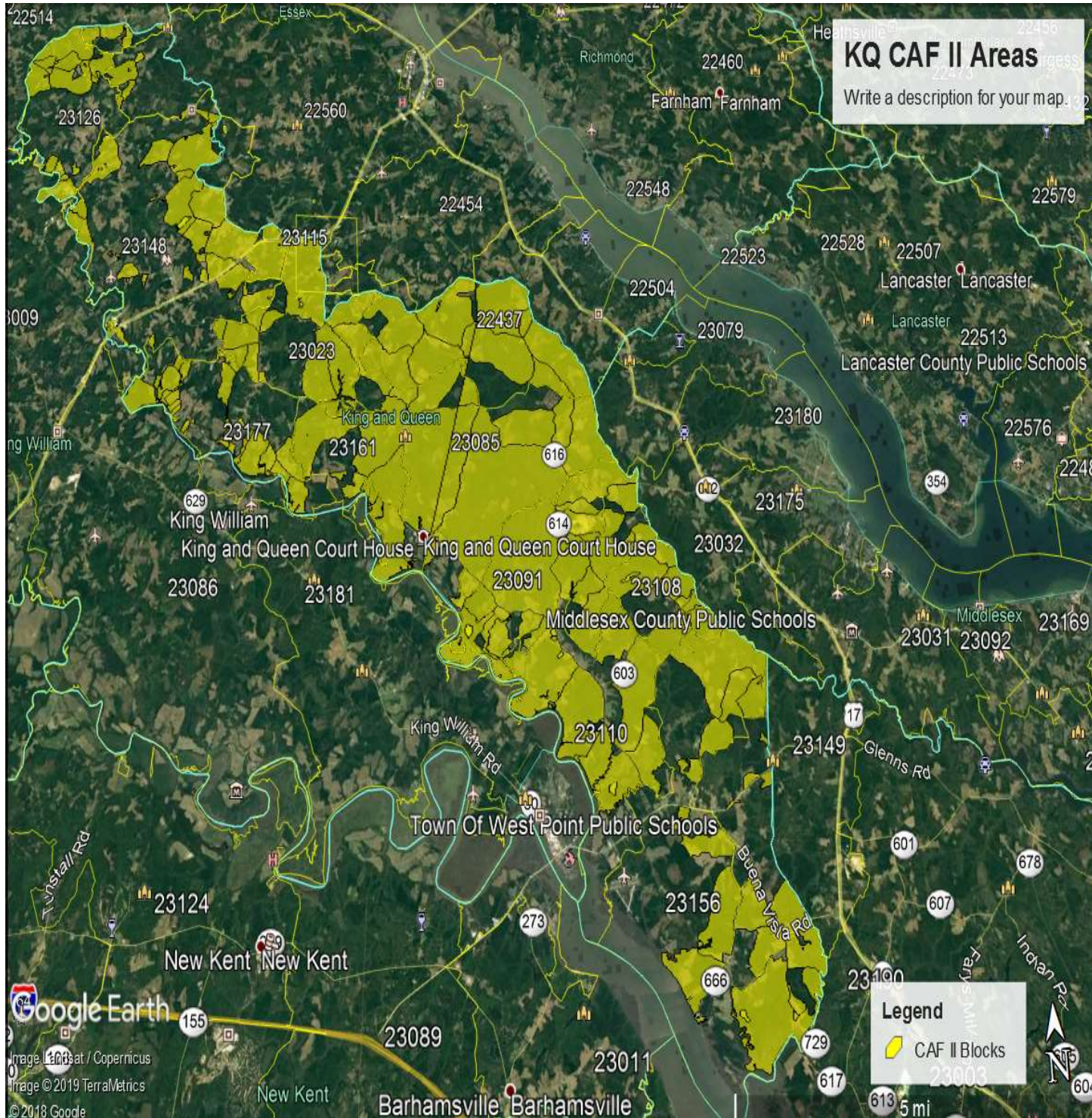
Attachment18VATIMarketingInformation93201923405.pdf

## Notes:

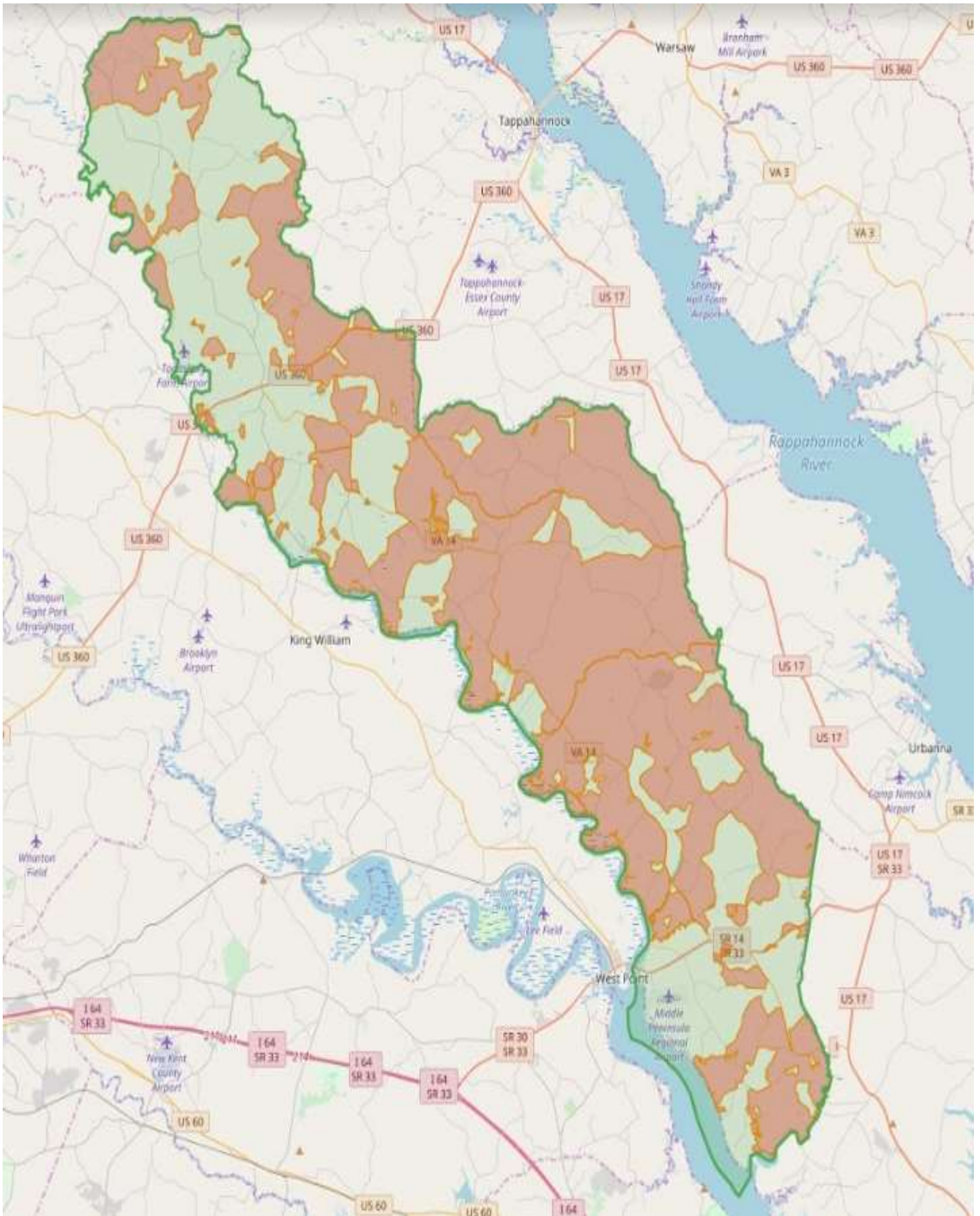
Full copies of any redacted materials: FCC477, KQVA.net Service Agreement, and Cost Estimates will be made available to the DHCD if required and FOIA exemption is granted.

**Attachment 1 – Project Area Map**

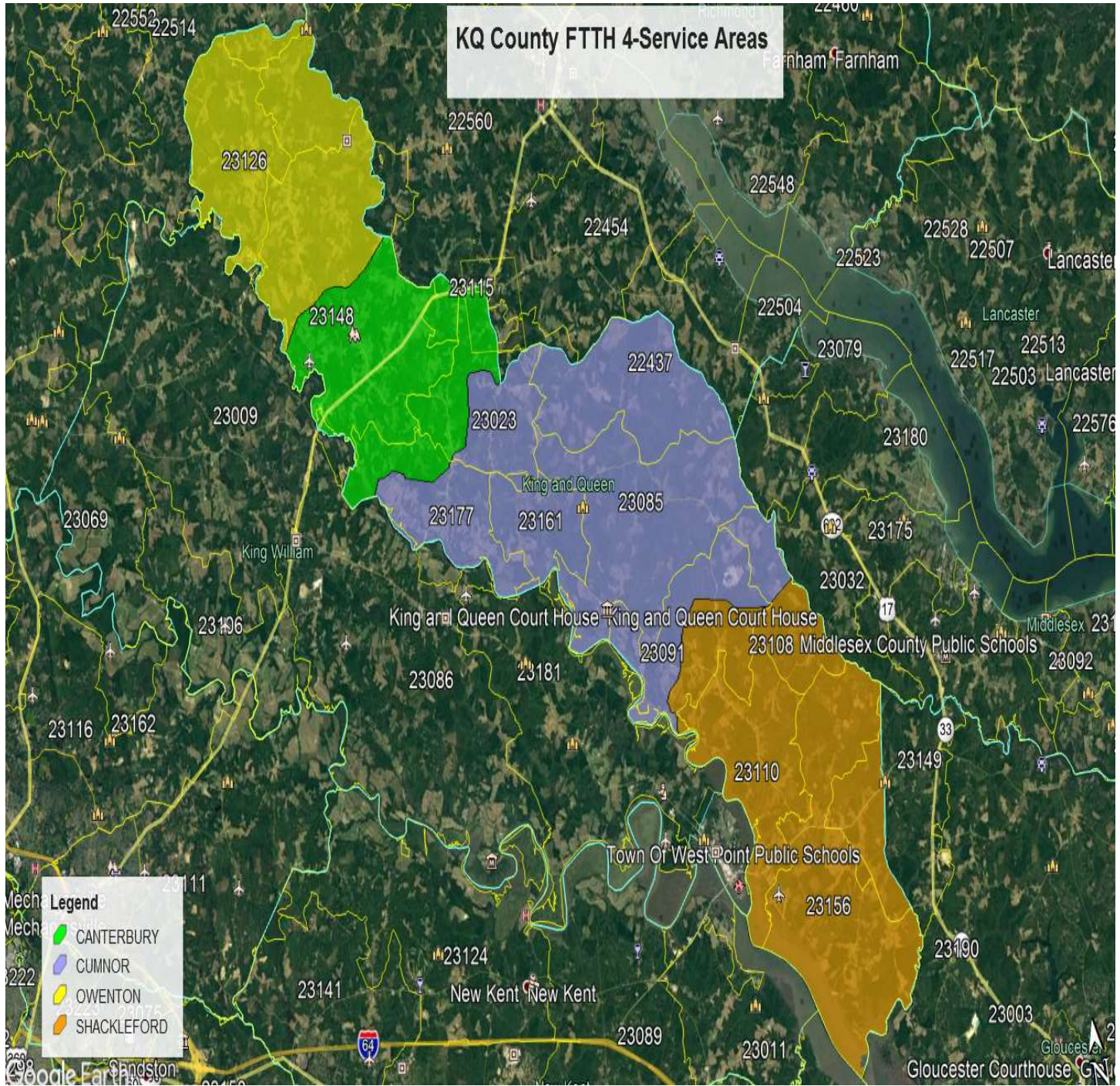
**KQ County with CAF II Areas in yellow on Google Earth**



**King and Queen County CAF II Funded areas in Red**



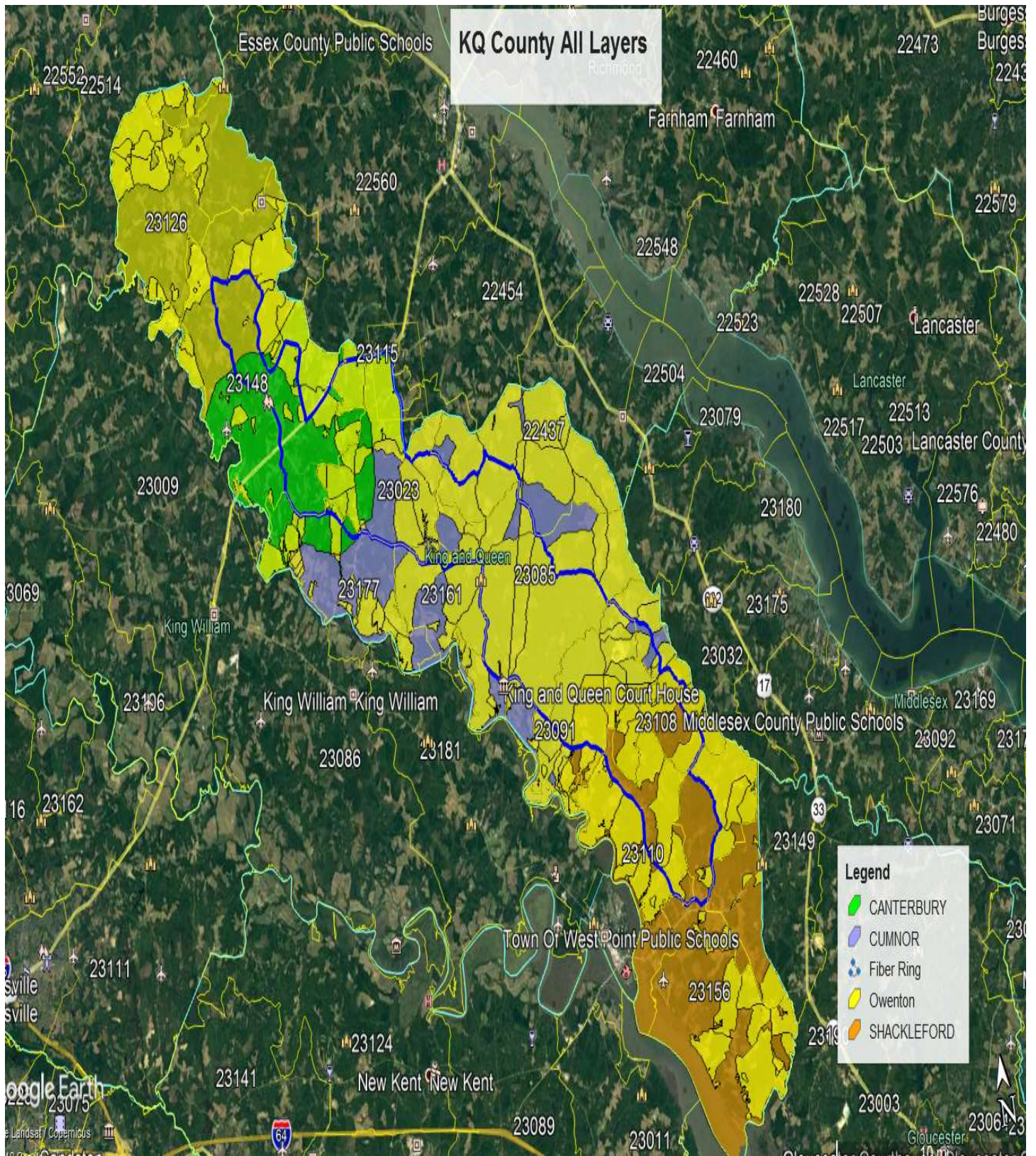
**KQ County broken into 4 Service Areas**







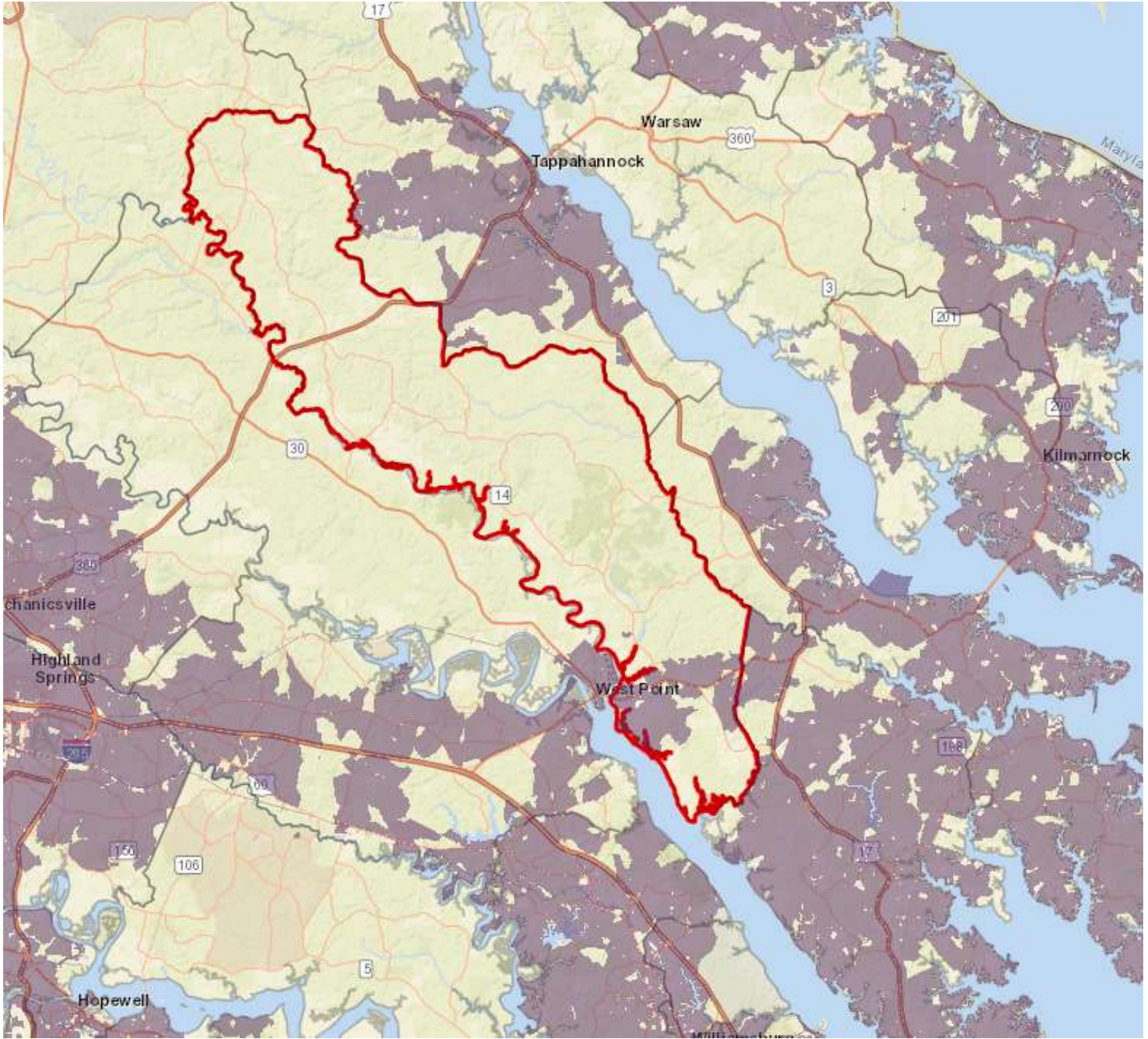
**KQ County on Google Earth showing CAFII Blocks, Services Areas, and Fiber Ring**



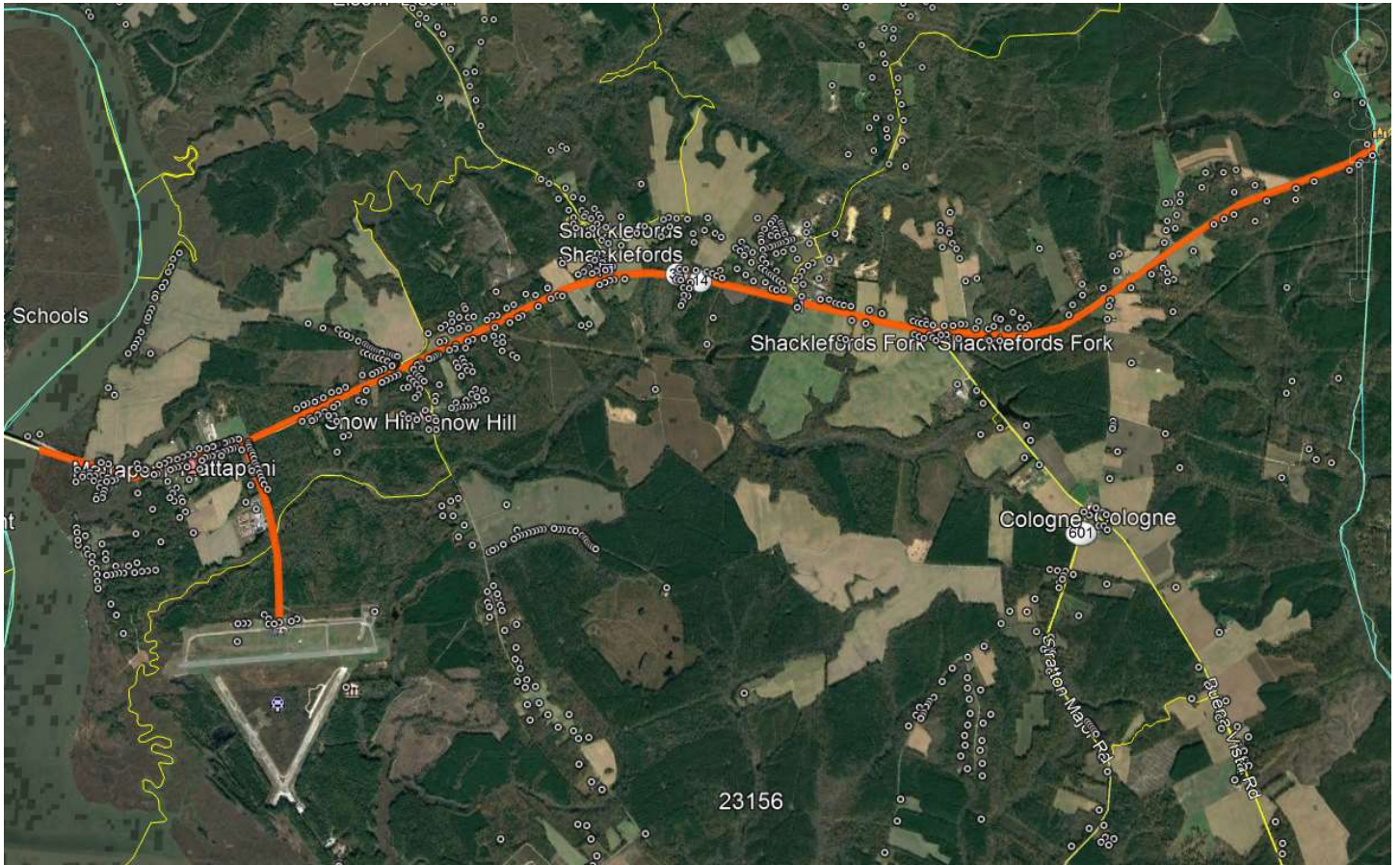


**Attachment #2 Existing Provider Map**

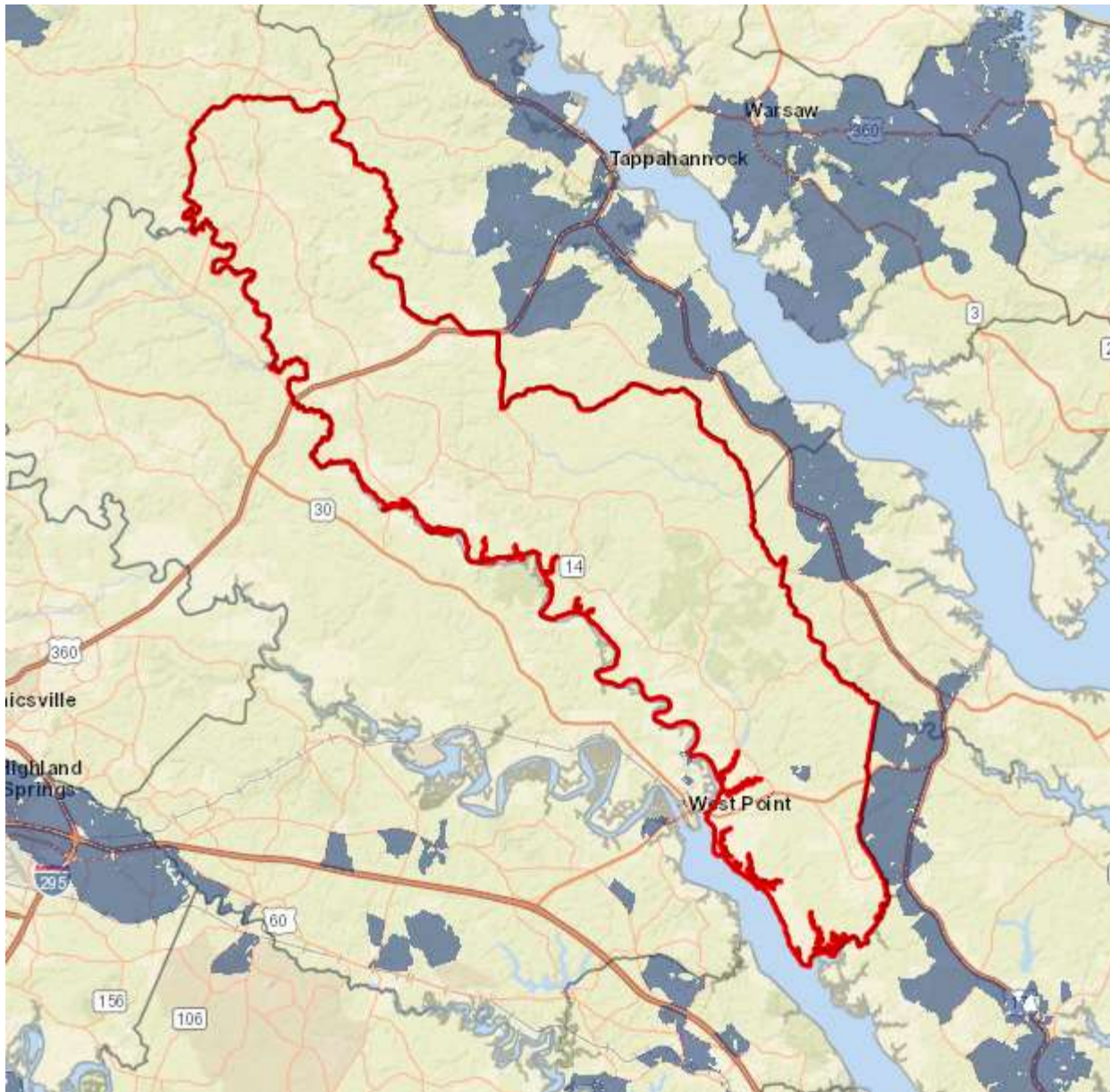
**VA BB Availability Map Showing Cox Cable**



# Cox Cable Routes in KQ County



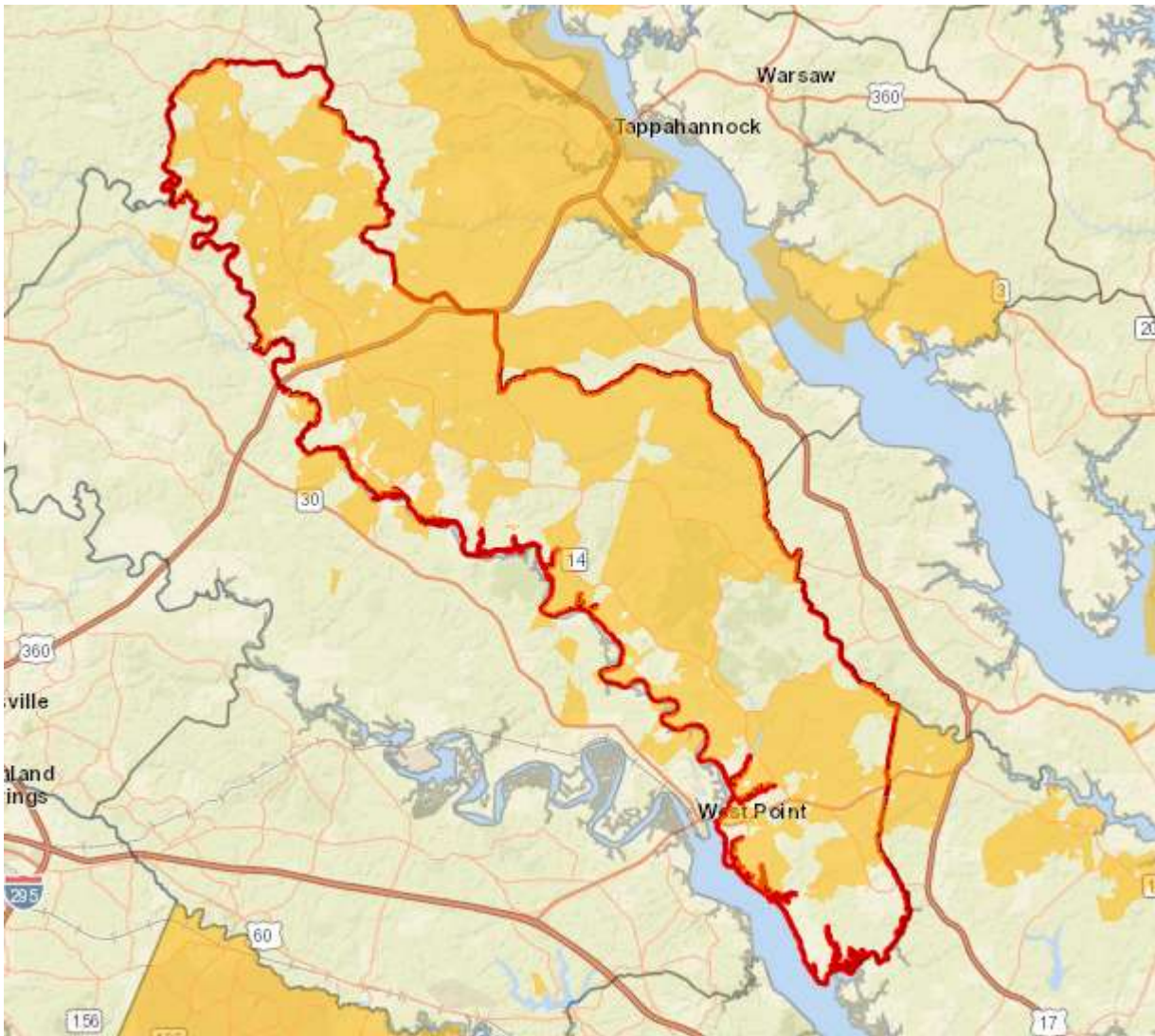
**VA BB Availability Map Showing Fiber**



**VA BB Availability Map Showing Verizon DSL**

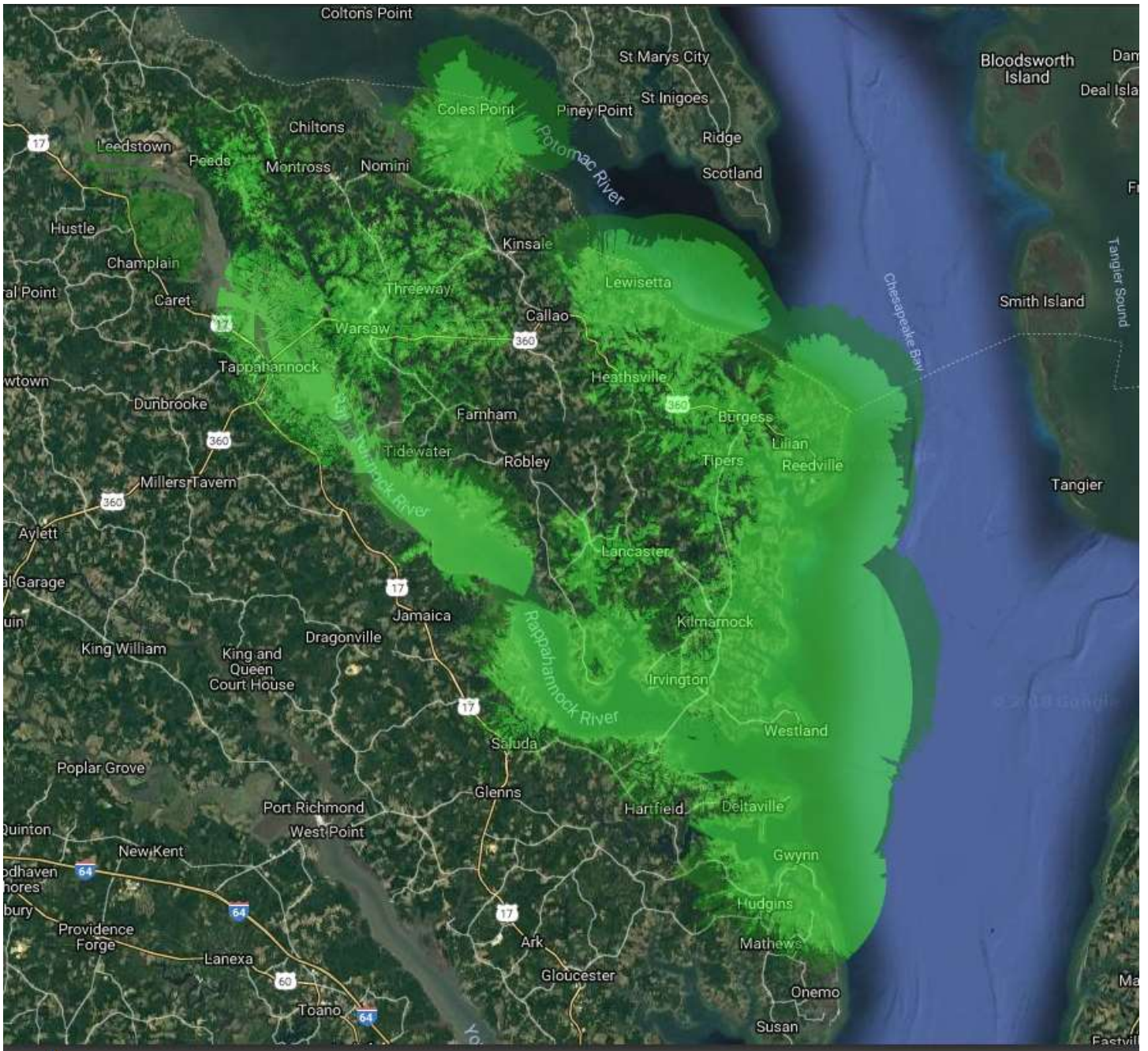


**VA BB Availability Map Showing Fixed Wireless (KQVA.net) inside KQ County**

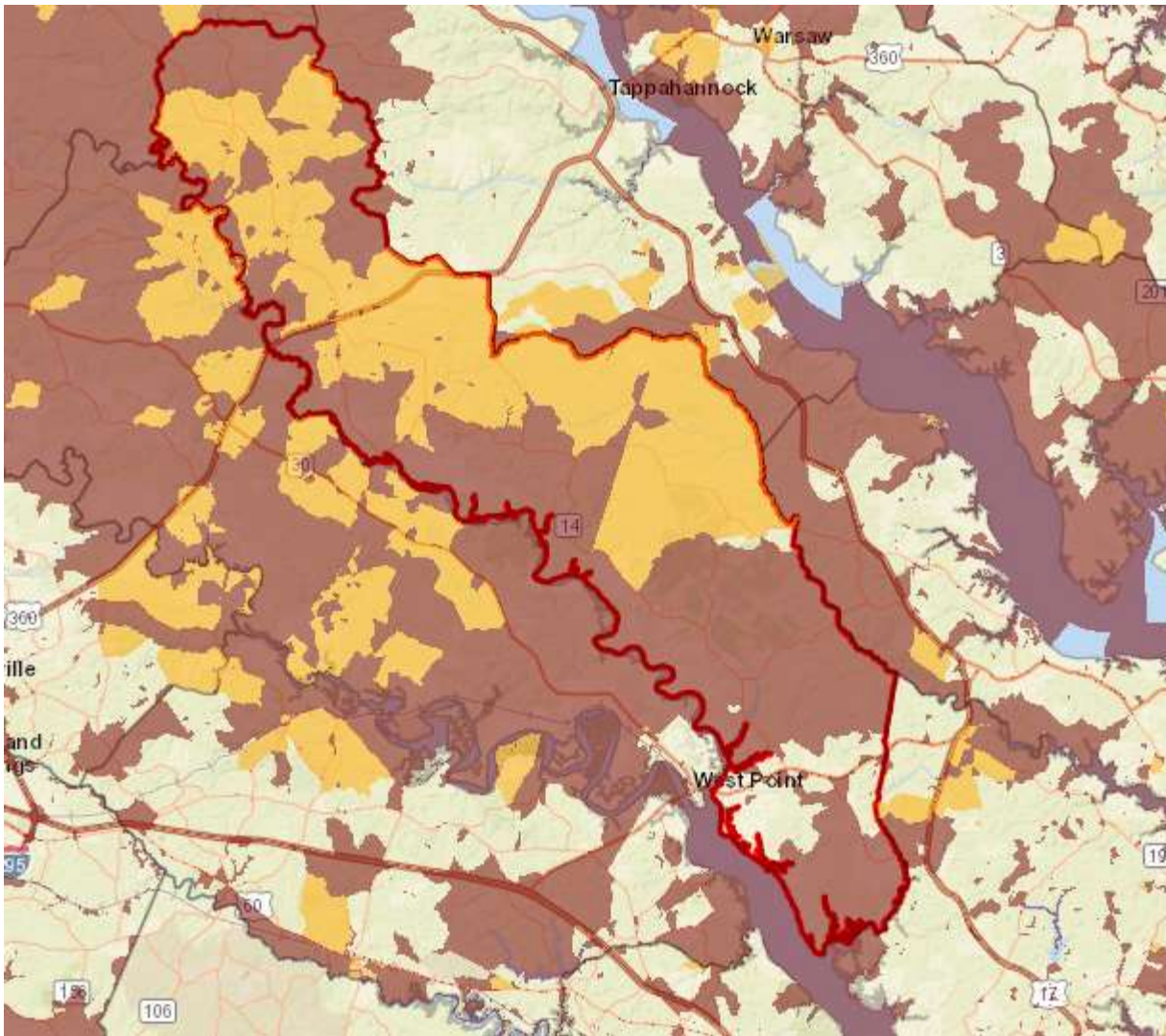




**VABB – Virginia Broadband WISP Costal Coverage Map**



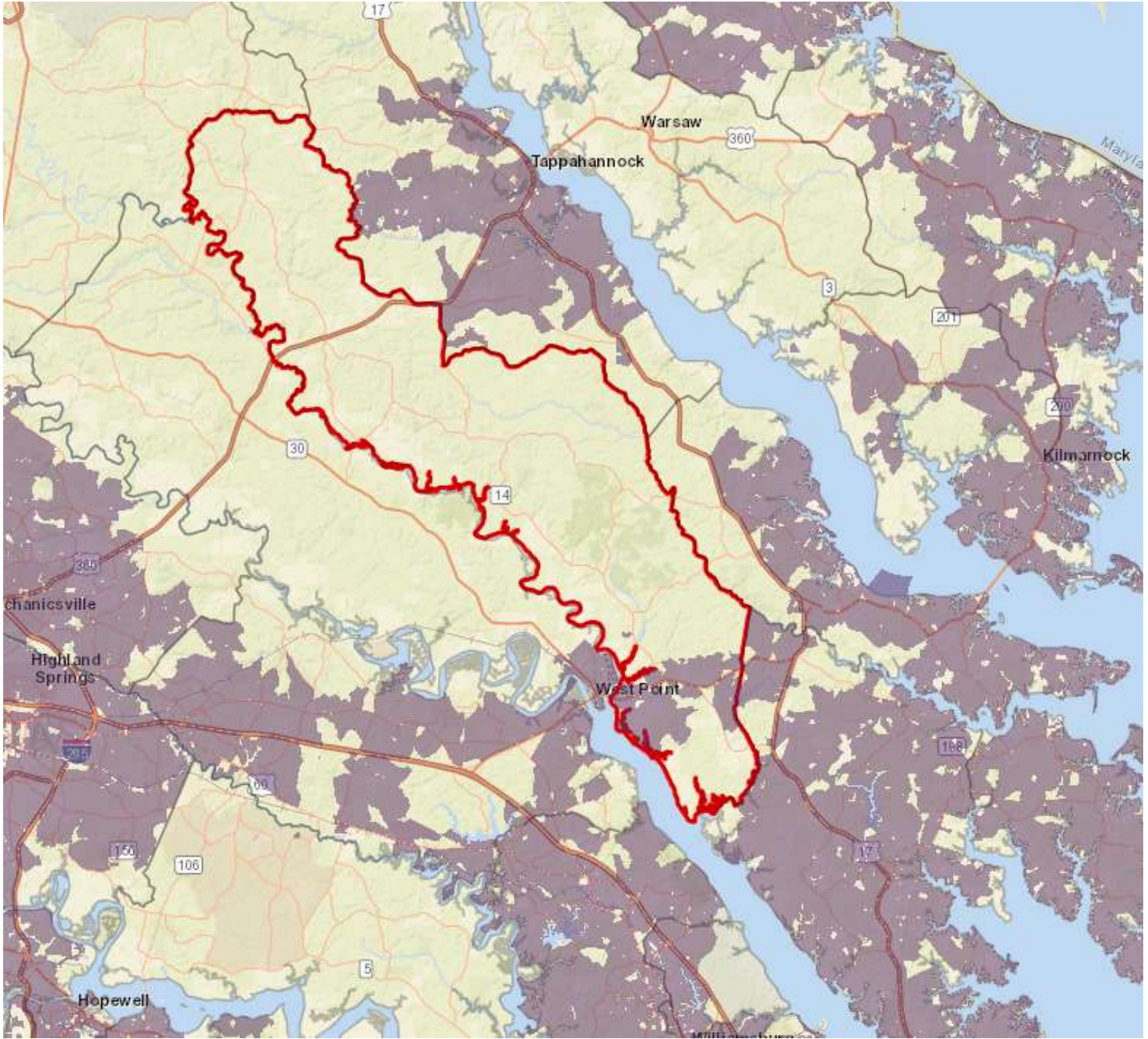
**VA BB Availability Map Showing Underserved (yellow) & Unserved (brown)**



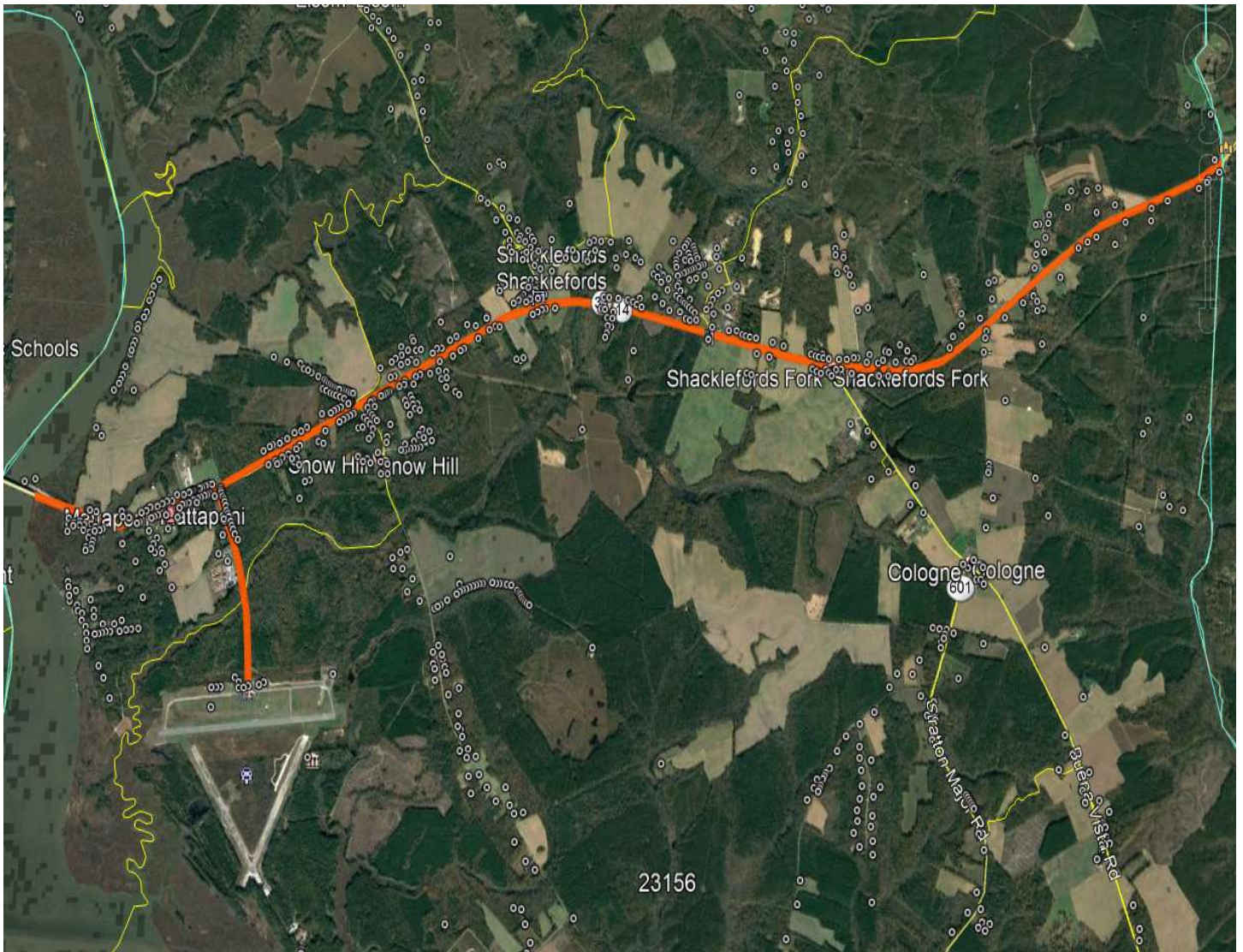


**Attachment 4 – Documentation Unserved Area VATI Criteria**

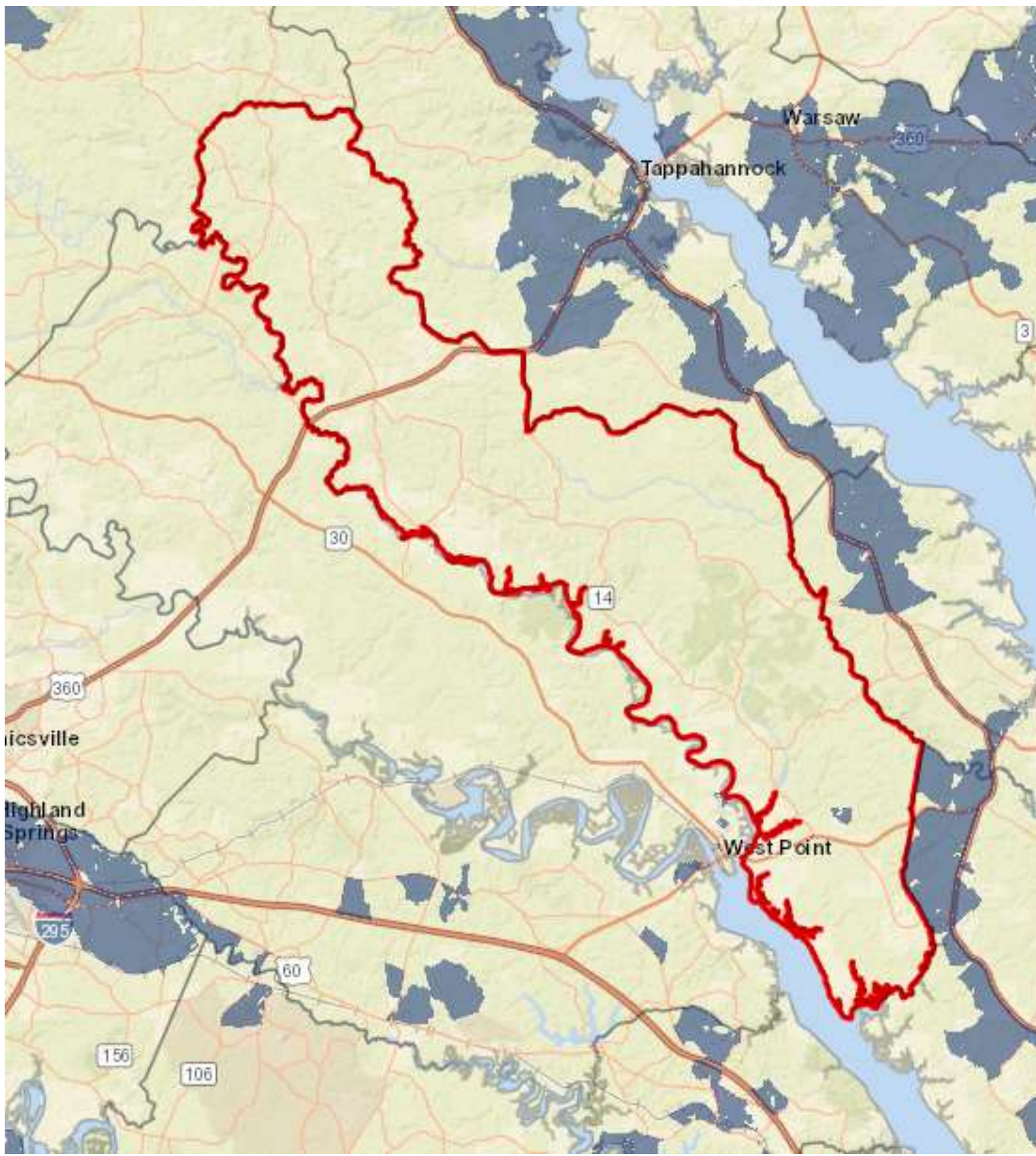
**VA BB Availability Map Showing Cable in Southern part of County**



**Google Earth view of Cable Route in Southern Part of KQ County**



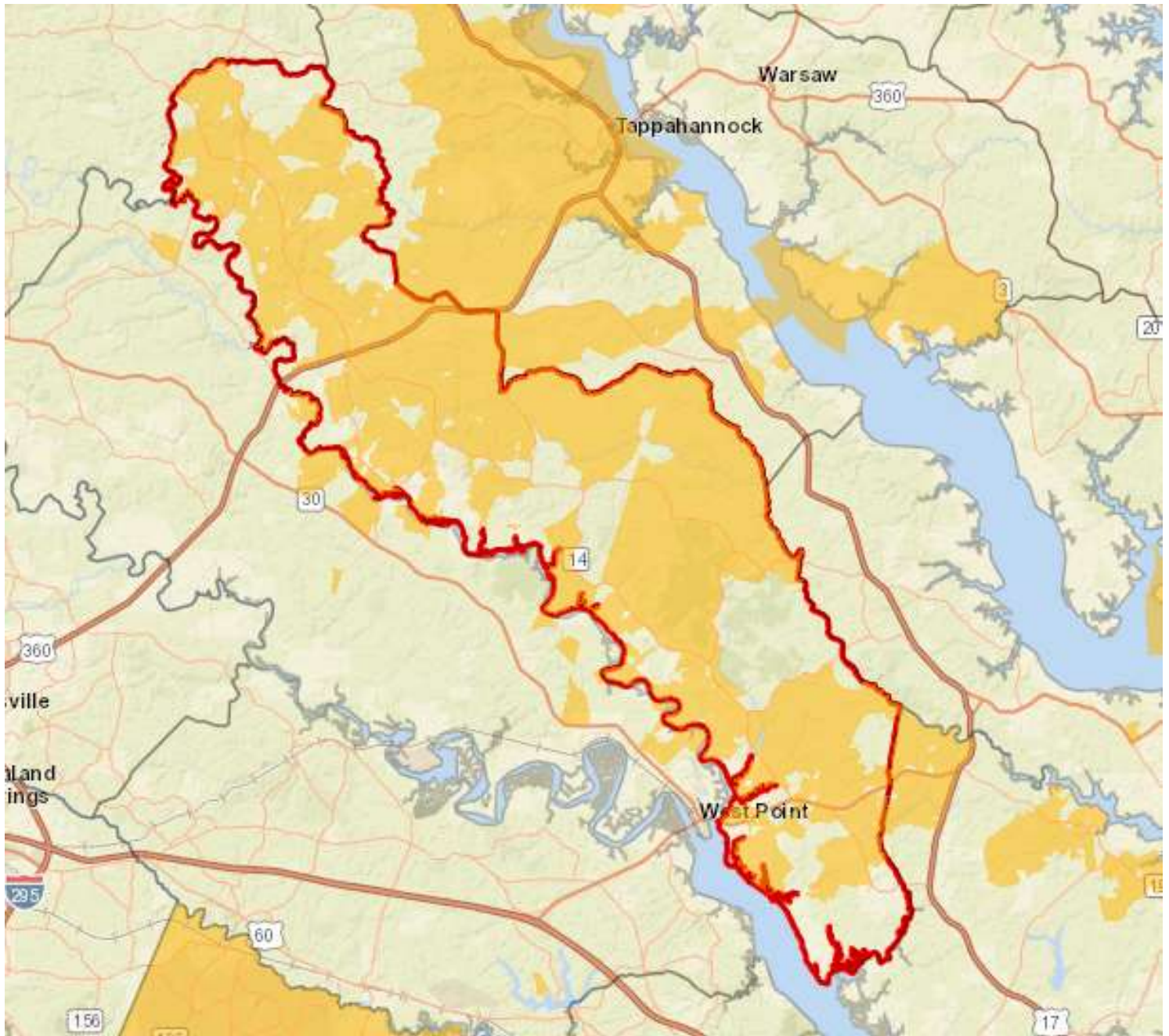
VA BB Availability Map Showing Cox Fiber at Shackelfords Tower



**VA BB Availability Map Showing Verizon DSL**

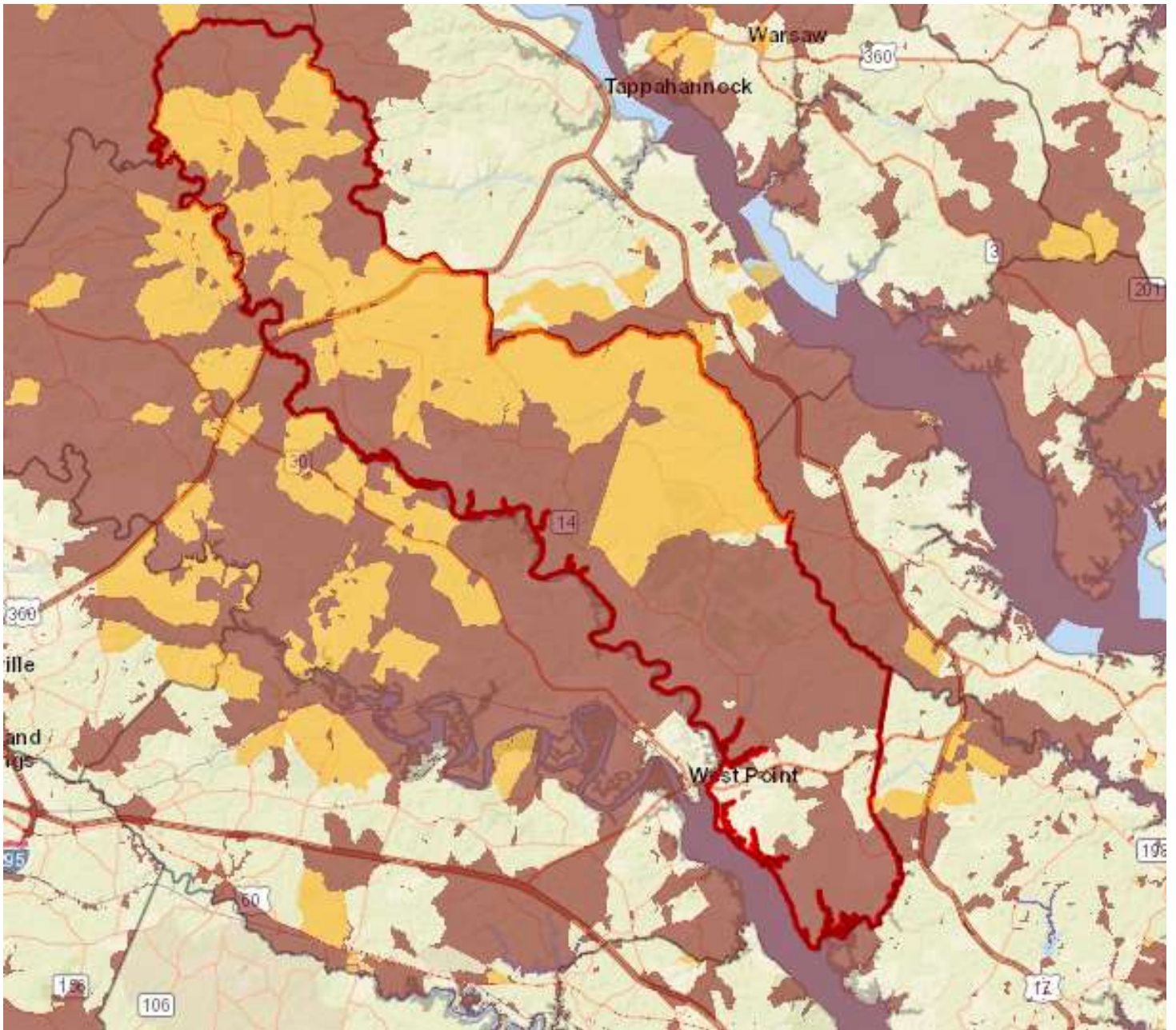


**VA BB Availability Map Showing Fixed Wireless (KQVA.net) inside KQ County**





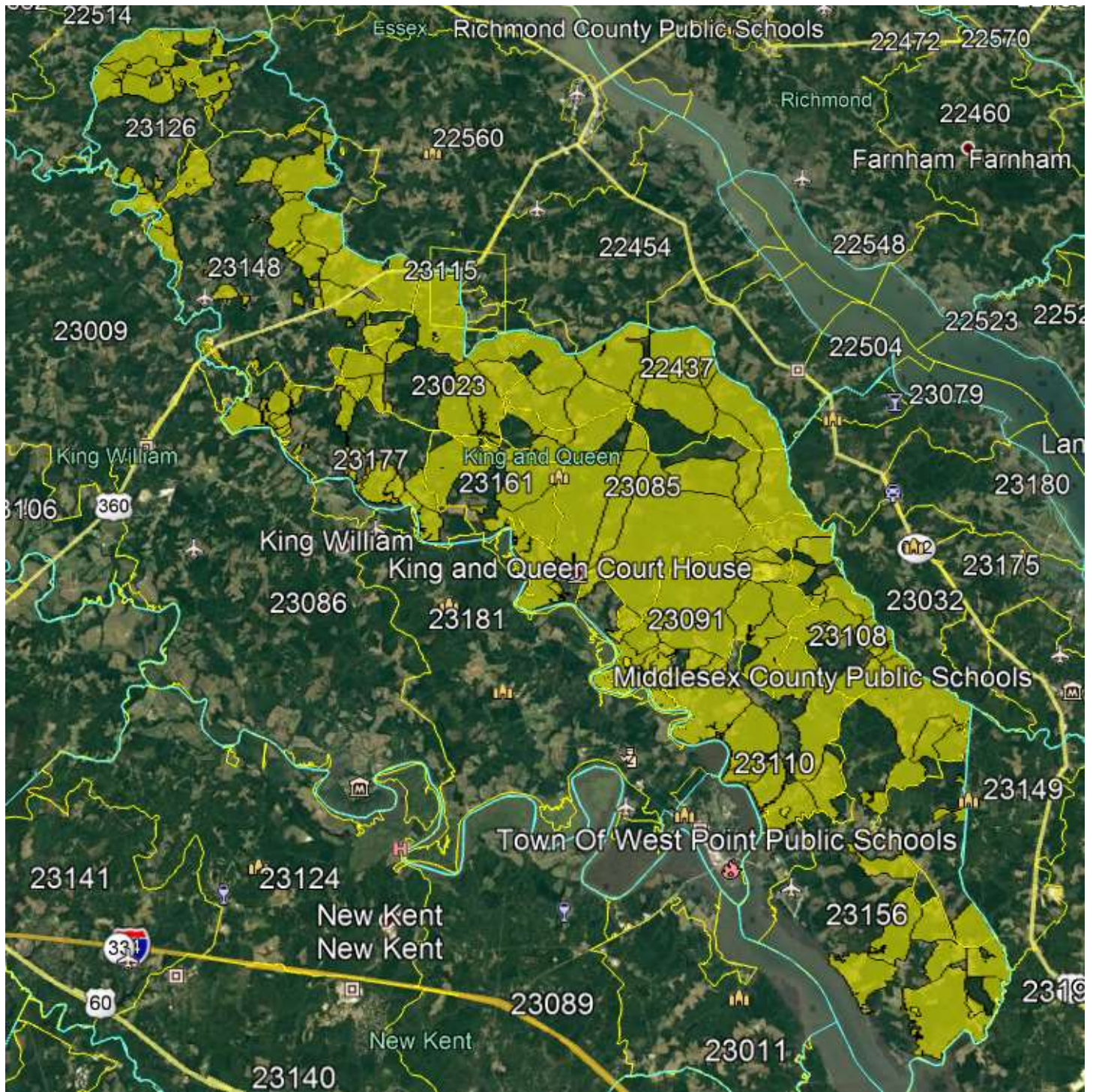
**VA BB Availability Map Showing Underserved (yellow) & Unserved (brown)**



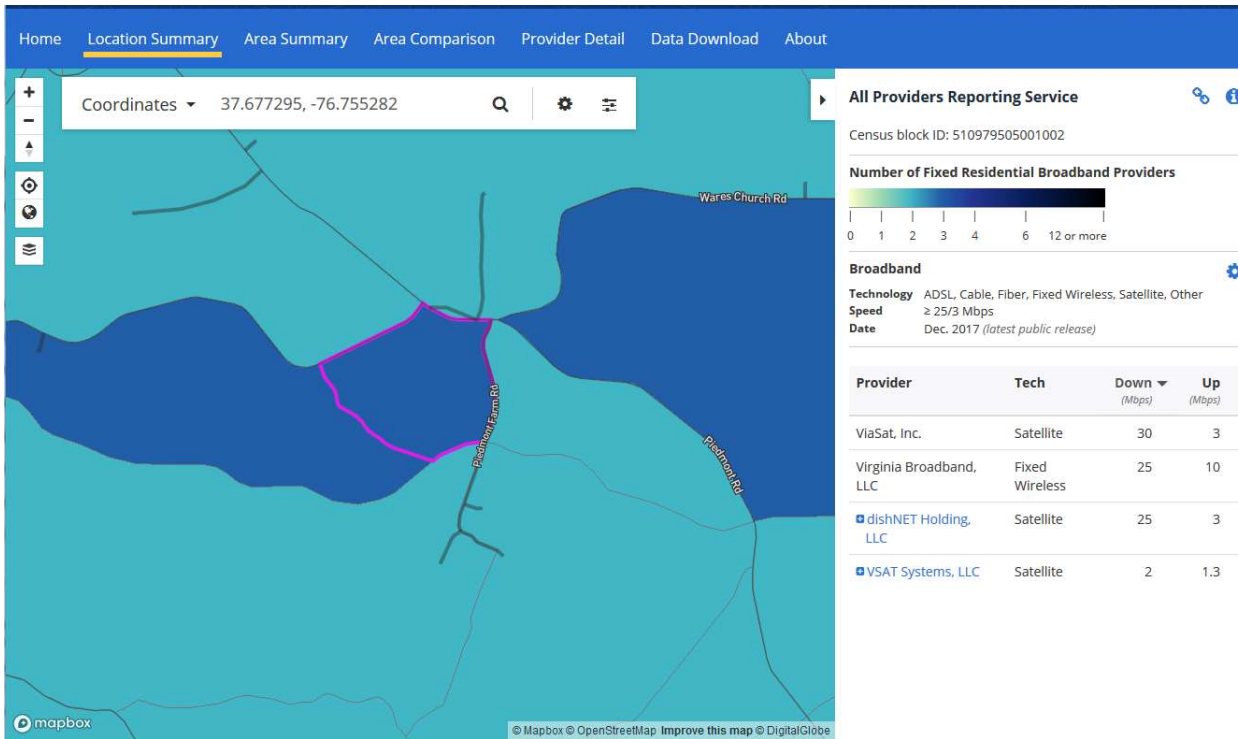
Concerns with all these maps is they are flawed and they are flawed and based on most (estimated 90%) of the residents in KQ County are unable to get 10/1 service anywhere except for the small Cox coverage in the Southern portion of the County.

Below is a comparison CAF Map of the County showing that many of the Underserved areas with speed greater than 10/1 are already covered by CAF funding. Additionally, there are two examples of where the maps shows service being provided to none or only 1 customer with all the other service blocks surrounding them being funded by CAF.

**KQ map with CAFII Funded blocks in yellow**



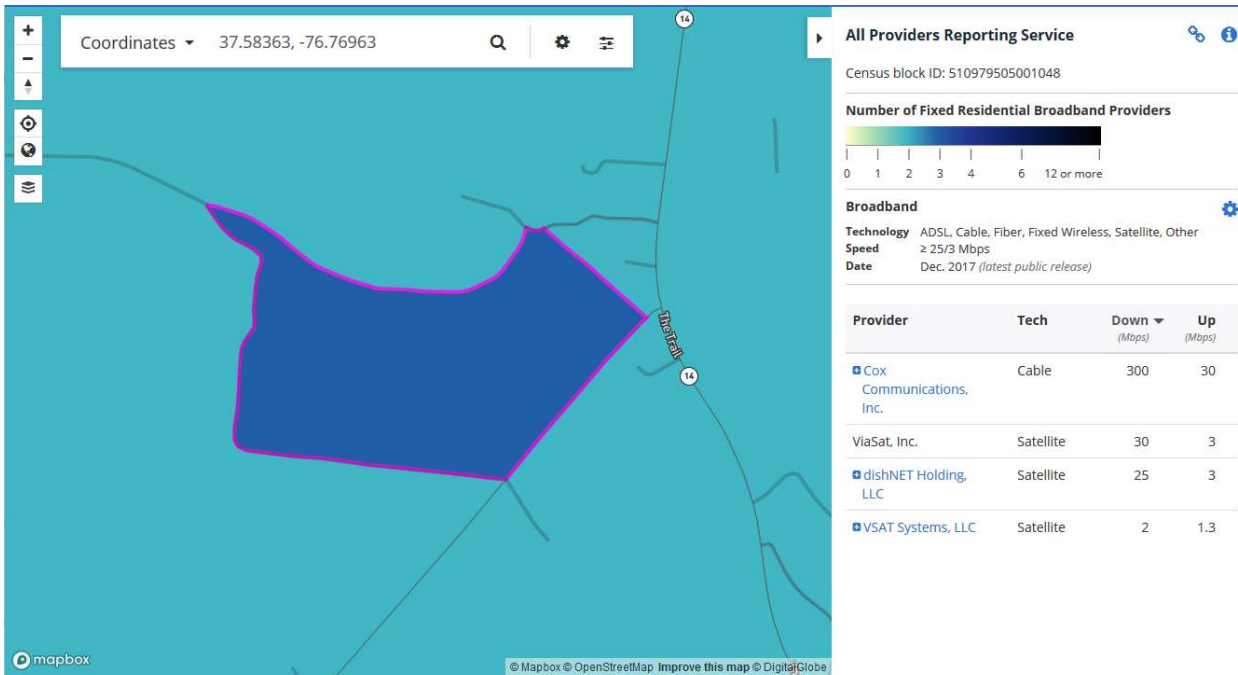
## FCC Map showing Broadband Svc in KQ by Virginia Broadband



## Same area showing no address locations and surrounded by CAF



### FCC Map showing Cox service in part of KQ County



### KQ CAF Map with locations marked showing same area with only 1 location inside the area













**KING AND QUEEN COUNTY**

**AGREEMENT FOR SERVICES**

This Agreement (the "Agreement") is entered into this 27<sup>th</sup> day of August, 2012, by and between King and Queen County, Virginia, a governmental entity organized and existing under the laws of the Commonwealth of Virginia ("County"), and Gamewood Technology Group, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia ("Contractor"). County and Contractor may be referred to herein individually as a "Party" and together as the "Parties."

**RECITALS:**

WHEREAS, County issued the RFP (as such term is defined below);

WHEREAS, Contractor responded to the RFP by submitting its Proposal (as such term is defined below) to County;

WHEREAS, County desires to select Contractor to be its contractor in connection with the RFP, and Contractor desires to be County's contractor;

WHEREAS, County and Contractor desire to form a "public/private partnership" in connection with the development of a wireless internet service which will benefit the residents of King and Queen County, Virginia; and

WHEREAS, County is in the process of establishing the Wireless Service Authority (as such term is defined below) which may eventually own the Equipment and System (as such terms are defined below);

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** The following terms shall have the meanings ascribed to them below:

"Acceptance Form" means the final acceptance form described in Schedule A attached hereto and incorporated herein by reference.

"Board" means the Board of Supervisors of King and Queen County, Virginia.

"Business Day" means any day except Saturday or Sunday on which major money center banks are open for business in Richmond, Virginia.

“County Administrator” means the County Administrator of King and Queen County, Virginia.

“County Attorney” means the County Attorney of King and Queen County, Virginia.

“Coverage Area” means the coverage area of the System as described by the coverage predictions section of the Proposal.

“Department” means County’s central purchasing department.

“Equipment” means all of the equipment and related materials described in the Proposal necessary and useful for the construction and normal operation of the System, including but not limited to access points and subscriber units.

“Households” means homes and businesses located in King and Queen County, Virginia, within the Coverage Area.

“Proposal” means Contractor’s proposal dated the Proposal Date, a copy of which is attached hereto as Schedule B and incorporated herein by reference. The Proposal is the final written proposal of Contractor following submission of its original Proposal dated January 23, 2012, as amended by subsequent negotiations between the Parties prior to execution of this Agreement. In the event of any discrepancy between (1) this Agreement and the cover pages to any Schedule herein and (2) the Proposal, the terms of this Agreement and such cover pages shall prevail.

“Proposal Date” means August 20, 2012.

“Purchasing Officer” means the person in charge of signing purchase orders for County.

“RFP” means the King and Queen County, Virginia, Request for Proposals for Wireless Broadband Private/Public Partnership, dated December 2, 2011.

“Service” means the wireless Internet access and email service provided by the System.

“Service Commencement Date” means the date that the System is placed in full operation and available for use on a commercial basis according to the terms of Section 7(c) hereof.

“Sites” means the sites identified and described in Schedule C attached hereto and incorporated herein by reference. These sites include the tower structures, shelters, and

access to electricity and related assets used by County's existing public safety system as of the date of this Agreement.

"System" means the wireless broadband system built for County described in the Proposal, and includes all Equipment purchased and installed by Contractor on behalf of County.

"Term" means the term of this Agreement as set forth in Section 3 below.

"Wireless Service Authority" means the Wireless Service Authority that County may establish.

2. **Appointment.** County hereby selects and appoints Contractor as its contractor in connection with the RFP, and Contractor accepts such appointment.
3. **Term.** The initial term of this Agreement shall be for five (5) years from the date of this Agreement, and the Agreement shall terminate at 5:00 PM Eastern Daylight Savings time on August 26<sup>th</sup>, 2017. Notwithstanding the foregoing, this Agreement shall continue in force and effect for additional successive periods of one (1) year, unless no later than ninety (90) days prior to the end of any such successive period either Party delivers written notice to the other Party that it is terminating this Agreement at the end of such successive period.
4. **Fundamental Obligations of the Parties.**
  - a. In General. Certain of the obligations of the Parties are expressed in this Section which speak to their desire mutually to contribute to and benefit from the establishment of the System. Other more general obligations are listed in the following sections of this Agreement.
  - b. Obligations of County. County shall:
    - i. Provide to the System and put at Contractor's disposal at County's exclusive cost and expense upon reasonable request of Contractor as part of Contractor's process to construct and put into operation the System consisting of the following items that County owns and/or controls to support the System:
      1. Unlimited access to and use by Contractor of the Sites including unlimited access and use of the towers and shelters located at the Sites, provided however that Contractor's ability to disturb any equipment located on the towers or in the shelters located at the Sites, is subject to County obtaining and delivering to Contractor the written permission addressed to County and Contractor for the foregoing from the owner(s) of each of the Sites and towers and shelters located at such Sites;
      2. All utilities and lightning protection required at the Sites and by any shelter or equipment associated with and/or located at each Site; and

3. Connectivity twenty four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year of the System to Internet provided by County's third party wholesale Internet access provider, and connectivity between each of the four (4) Sites, with sufficient bandwidth at all times to meet the performance requirements of the System, it being acknowledged that any failure of provision of such Internet access or connectivity between the Sites that affects the performance of the System shall not be attributed to Contractor, and it being further acknowledged that County cannot guarantee that its wholesale provider of Internet will provide service on a continuous basis.
- ii. Pay to Contractor a monthly management fee beginning in the first month during which Contractor notifies County in writing that Contractor has substantially completed construction of the System. Such payment shall be based on the following sliding scale:
    - 1.
    - 2.
    - 3.
    - 4.
  - iii. For the construction of the System and purchases of Equipment in connection with such construction of the System, County shall pay Contractor the amounts at the times as set forth in the Construction Payment Schedule in Schedule D attached hereto and incorporated herein by reference, which purchases shall include, but not be limited to, equipment, access points, amounts related to purchases of other tower related equipment, subscriber units, fiber optic cable, and installation costs.
  - iv. After the construction of the System has been completed, pay to Contractor the amounts and in the payment terms set forth in Contractor's invoices delivered from time to time to County by Contractor for (1) purchases of Equipment and all other materials and services which Contractor believes should be acquired in order to maintain the System, and. (2) any cost and expense which Contractor believes is required to replace damaged and unrepairable Equipment, provided, however, that

any single expenditure by Contractor in excess of Five Hundred Dollars (\$500) shall require the prior written authorization of County.

- v. Directly pay to the appropriate County vendor and/or third party all other expenses related to System development and operation including but not limited to additional equipment and services required to be purchased for the System and not purchased through Contractor, any applicable taxes, tower lease expenses, back haul service costs, and tower collocation costs.

c. Obligations of Contractor. Contractor shall during the Term of this Agreement:

- i. Construct the System and put it into functional operation prior to any Service being offered to the general public in King and Queen County, Virginia.
- ii. Once the System is functioning but prior to commercial operation and the Service Commencement Date,
  - 1. hire the following staff persons for the System: One (1) general office staff person and one (1) technician. These persons will be employees of Contractor and their salaries and benefits and the related expenses of maintaining their office will be paid for by Contractor. In addition, on an as needed basis Contractor will hire local contractors in King and Queen County, Virginia, to perform installations and repairs for customers of the System; and
  - 2. find and rent office space in King and Queen County, Virginia, for such office staff, and pay rent on such office space.
- iii. Be responsible for providing the labor to repair and maintain the System once it is operational, and for payment of the expenses related to any such installation and service calls.
- iv. Provide the back office support for the operation of the System from Contractor's offices in Danville, Virginia, which will include but not be limited to customer billing, customer help desk, customer email provisioning, and accounting, and for payment of the expenses related to such back office support.
- v. Collect all subscription payments from customers of the System and account for all such funds on a monthly basis to County, as well as accounting for all investments by Contractor in Equipment and any other materials and labor required to establish and maintain the System.
- vi. Pay to County within thirty (30) day after the end of each calendar month after the Service Commencement Date has occurred the following percentages of the gross monthly revenues actually received by Contractor from the System ("Gross Monthly Revenues") during such calendar month based on the following number of customers of the Service during the preceding calendar month:
  - 1.

2.

3.

4.

vii. Notwithstanding any other provision of this Agreement, Contractor shall not be obligated to perform any of its obligations in this Agreement unless and until it shall have received from County:

1. the entire down payment described in Schedule D to this Agreement;
2. each of the written permissions described in this Agreement, in form and substance satisfactory to Contractor, and addressed to County and Contractor, from each of the tower, shelter and Site owners which specifically permit Contractor to perform each of its duties hereunder affecting any of Contractor's work at or on the Sites, shelters and towers;
3. an original certified copy of the Wireless Service Authority Certificate of Incorporation or Charter issued by the Virginia State Corporation Commission; and
4. written documentation in form and substance satisfactory to Contractor that the Board has approved this Agreement and duly authorized all of the funding required for payment of all amounts due to be paid to Contractor hereunder.

viii. Furthermore, Contractor shall be under no obligation to maintain the System and replace damaged and unrepairable Equipment if the cost is estimated by Contractor to exceed Five Hundred Dollars (\$500) unless Contractor has received payment from County for its invoices related to maintenance of the System and replacement of damaged and unrepairable Equipment.

5. Other Obligations of County. County shall:

- a. Assist and approve Contractor's requests for coordination of installation and maintenance of Equipment on towers and in shelters located at the Sites, which assistance and approval shall not be unreasonably withheld or delayed.
- b. Assist Contractor at Contractor's request in the process of obtaining all permits and licenses required for the operation of the System, including signing all forms and documents reasonably presented to it by Contractor in order to obtain permits and licenses for the System.

- c. Obtain and deliver to Contractor the written permission of the owner(s) of the Sites and towers addressed to County and Contractor so that Contractor may obtain additional tower mounting heights on the towers located at the Sites, when Contractor makes the request for such permission to County.
- d. Obtain and deliver to Contractor an original certified copy of the County's authorization to establish the Wireless Service Authority.
- e. Prior to the authorization, creation and placement in operation of such Wireless Service Authority, and transfer to the Wireless Service Authority of the ownership and operation of the System, the System shall be owned and operated by County.
- f. If County decides to transfer ownership and operation of the System to the Wireless Service Authority, obtain and deliver to Contractor an original certified copy of the document pursuant to which County shall have transferred ownership and operation of the System to the Wireless Service Authority, promptly after such document is created.
- g. Irrespective of whether or not the ownership and operation of the System shall have been transferred to the Wireless Service Authority, once Contractor has completed construction and placement in operation of the System prior to the Service Commencement Date, County shall accept the System by delivering to Contractor the Acceptance Form attached hereto as Schedule A signed by an authorized representative of County, which acceptance shall not be unreasonably withheld or delayed. Contractor may rely that the signature on any Acceptance Form is that of an authorized representative of County and such signature shall be valid and binding on County.
- h. Continue to be obligated under this Agreement even if it transfers ownership and operation of the System to the Wireless Service Authority.

**6. Other Obligations of Contractor.** Contractor shall:

- a. Except as otherwise described in this Agreement, obtain all permits and licenses required for the operation of the System such that the permit and license applications shall be in the name of County and, once approved by County, shall be owned by County. Any eventual transfer of such permits from County to the Wireless Service Authority shall be the responsibility of County.
- b. Install on the towers and in the shelters located at the Sites the Equipment, including but not limited to access points, cabling and power supplies described in the Proposal, subject to prior coordination of such installation with County, which installation shall include unloading, setting in place, fastening as applicable to walls, floors, counters, racks, or to the structure of fixtures where required, internal wiring and connection of components to the System and all other work which is required to produce the result of a completely tested and operating System. Prior to Contractor's installation, County shall have obtained and delivered to Contractor the written permission of the owner(s) of the towers addressed to County and Contractor for such installations on the towers.
- c. In accordance with the terms of the Proposal, provide or arrange for provision of:





regulations shall be deemed sufficient for the purpose of meeting the requirements of this and the foregoing paragraph of this Agreement.

- j. Comply with all federal, state and local laws and with the federal immigration laws and will not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act.

**7. Performance Requirements; Service Commencement Date.**

- a. Initial Performance Requirements. The System must meet the following requirements on the Service Commencement Date:
  - i. Only the Sites will support the System;
  - ii. The initial coverage area of the System will contain at least 1,500 Households which could be potential customers of the System; and
  - iii. The standard bandwidth connectivity for such potential customers will be between 512 Kbps and 6 Mbps, subject to any bandwidth limitations of web sites from which potential customers desire to obtain information and results of any other factors such as the location, size and height of buildings, foliage and climactic conditions in the Coverage Area that may affect reception of the Service.
- b. Subsequent Performance Requirements. The Parties may upon mutual written agreement decide to expand the System by additional investment on terms to be agreed.
- c. Establishing the Service Commencement Date.
  - i. Irrespective of whether the County has established the Wireless Service Authority or transferred the ownership and operation of the System to the Wireless Service Authority, the Service Commencement Date shall be established once Contractor determines that the System is technically ready to support customers on a commercial basis across the entire initial Coverage Area, and Contractor has hired local staff, established the local office and is prepared to provide the back office services to customers and the System described in this Agreement.
  - ii. Contractor shall coordinate with County the likely commencement date, and then communicate to County in writing the proposed date for the Service Commencement Date, and County shall approve such date in a written document delivered to Contractor which approval shall not be unreasonably withheld or delayed.
  - iii. Prior to setting the Service Commencement Date, County shall have accepted the System pursuant to Section 5(e) above.

- 8. **Contractor's Prices.** Contractor shall invoice County for the cost of the Equipment and any other materials and costs required for Contractor to construct and put into operation the System as per the amounts due to be paid according the Schedule D hereto, which includes the cost of the access points and subscribers units set forth in the Proposal and cover page to Schedule B. All Contractor prices in this Agreement and the Proposal are valid and binding only for thirty (30) days after the date of this Agreement. Any delays

in Contractor's beginning work and/or Contractor not being able to lock in prices with Contractor's suppliers, vendors and/or subcontractors within thirty (30) days after the date of this Agreement, not caused by Contractor and/or out of Contractor's control, may result in price increases from Contractor's suppliers and/or subcontractors which will be directly passed along to County and which County will pay.

9. **System Construction Schedule.** Contractor shall construct the System materially following the schedule time line described in Schedule E attached hereto and incorporated herein by reference. Such schedule time line is of a general nature to orient the Parties regarding a general time line, and Contractor shall not be held strictly to that schedule by County as there may be circumstances beyond the control of Contractor and/or County which may result in changes to such schedule. In no event shall Contractor be held responsible for any delays in the schedule caused by County, County's employees, subcontractors, attorneys, consultants, advisors, other agents or third parties, nor shall Contractor be held responsible for delays caused by manufacturing or delivery in equipment by equipment suppliers.
10. **Ownership of System After Acceptance by County; Further Modifications to Sites.** County shall at all times be the owner of the Equipment and System until such time as County shall have transferred ownership and operation to the Wireless Service Authority. Irrespective of whether County shall have transferred ownership, County at all times shall be fully and solely responsible for risk of loss, and for insuring the Equipment and System. During the Term of this Agreement no installations of any other equipment or antennas may be made by County or any of its agents or subcontractors or the Wireless Service Authority in or on the shelter or on the tower at any Site without notifying in writing and consulting with Contractor at least thirty (30) days prior to any such changes being made so insure that any such changes will not adversely affect the operation of the System. County and Contractor may by a separate written agreement agree on any additional installation, maintenance or other services which Contractor may provide to County and/or the Wireless Service Authority with respect to any of the Sites other than those already agreed upon in this Agreement.
11. **Representations and Warranties of County.** County is represented by the Board. The Board has taken all necessary administrative and legal action to approve this Agreement and the County has appropriated sufficient funds to make the payments to Contractor required by this Agreement. The person signing this Agreement on behalf of County has been authorized to do so by County and his signature shall be valid and binding for the County. The Board on behalf of County will lease space at each of the Sites on the towers and in the shelters located at such Sites, and there are no permits or conditions of any kind required or imposed by any person which could cause a delay in commencement or completion of work at any Site other than (1) the permissions required from the respective Site and tower owners which shall be obtained by County, and (2) the determinations of the Federal Aviation Administration and registrations required by the Federal Communications Commission which are the responsibility of Contractor to obtain, with the understanding that County, not Contractor, is responsible for obtaining

any licenses for licensed radio spectrum required to operate the System. Each such Site has sufficient space to complete the installation of the Equipment, is reachable by an access road suitable for Contractor to transport materials and equipment to such Site, and is apt for the use intended in accordance with this Agreement. The locations and descriptions of each Site in Schedule C are accurate and correct. County has secured or will secure all required permits and zoning at each Site for installation to begin within thirty (30) days after the date of this Agreement. All backhaul infrastructure is already in place and operating to enable each of the towers to communicate effectively with the other towers and eventually to communicate with a central office location.

**12. Representations and Warranties of Contractor.** Contractor is a corporation duly organized or formed, validly existing and in good standing under the laws of the Commonwealth of Virginia. The person signing this Agreement on behalf of Contractor is authorized to do so and his signature shall be valid and binding on Contractor.

**13. Termination.**

- a. General. Subject to the provisions below, the Agreement may be terminated by either Party upon one hundred eighty (180) days advance written notice to the other Party, but if any work or service hereunder is in progress and has not been completed as of the date of termination, then this Agreement may be extended upon prior written approval of County and mutual written agreement of Contractor until said work or services are completed and accepted. Should County not have obtained and delivered to Contractor any of the items described in Section 4(c)(vii) hereof within sixty (60) days from the date of this Agreement, Contractor may at any time thereafter terminate this Agreement by giving County fifteen (15) days prior written notice of termination.
- b. Termination Notices. Termination by either Party shall be effected by a delivery of a Notice of Termination (the "Notice of Termination") signed by an authorized representative of the terminating Party whose signature shall be duly notarized, delivered to the other Party, and specifically setting forth the effective date of termination and a description in reasonable detail of the reason for termination.
- c. Contractor's Actions on Receipt of Notice of Termination from County. Upon receipt or sending of a Notice of Termination, Contractor shall:
  - i. Cease any further deliveries or work due under this Agreement, on the date which may be specified in the Notice of Termination;
  - ii. Place no further orders with any subcontractors except as may be necessary to complete work in progress approved by the Purchasing Officer;
  - iii. Terminate any subcontracts except those necessary to complete work in progress approved by the Purchasing Officer and Contractor;

- iv. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer; and
  - v. Use its commercial efforts to mitigate any damages which may be sustained by Contractor as a consequence of termination under this clause.
- d. Contractor's Termination Claim. After complying with the provisions of the immediately preceding paragraph, Contractor shall submit a termination claim itemizing the outstanding amounts due to Contractor, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three months each are granted by the Purchasing Officer.
- e. Payment to Contractor. In the event of termination for any reason County shall promptly pay Contractor for services rendered and any costs and expenses incurred (including prepaid expenses) prior to the termination date, and reasonably incurred after the termination date in order to comply with winding down Contractor's activities as a result of the termination, including payments to Contractor's suppliers received by Contractor after the termination date, upon Contractor's presentation of its termination claim.
- f. Survival. This Section 13 shall survive the termination of this Agreement until all amounts due to Contractor hereunder are paid in full by County and until each of the Parties has fulfilled their respective obligations as described in this Section.
- g. Post Termination. In the event that this Agreement is terminated for any reason, County shall take ownership and possession of any of the Equipment and other materials previously purchased by Contractor on behalf of County or, if instructed by County, the Wireless Service Authority, in connection with this Agreement already included as part of the System and those not yet made part of the System (collectively, the "Construction Materials"), and County shall take possession of such Construction Materials wherever located, and shall be solely responsible for paying the cost and expense of any transportation of such Construction Materials to County's warehouse or storage facility. Effective upon the termination date, County shall become wholly responsible for complete operation and maintenance of the System, and support for customers of the System, including but not limited to billing, collections, provisioning, and accounting. Contractor will coordinate with County to transfer any employees of Contractor located in King and Queen County, Virginia, to the County payroll, or if instructed by County, to the Wireless Service Authority payroll, should County reasonably make such request, otherwise Contractor may in its discretion terminate any Contractor employees and/or contractors who may have been working in a capacity related to this Agreement. In addition, if there are any service agreements or leases in Contractor's name related to this Agreement by which Contractor has taken on contractual obligations in accordance with this Agreement, Contractor shall if it is contractually able to do so terminate such contracts effective upon the termination date of this Agreement unless County

requests that they be transferred to County, or if instructed by County, to the Wireless Service Authority, and written consent for such transfer can be obtained from County and the respective third party signatories to such contracts.

14. **Taxes.** County is exempt from sales and use taxes in the Commonwealth of Virginia, and will promptly issue a certificate of exemption to Contractor on Contractor's request. In addition to any price specified herein, County shall pay the gross amount of any present or future sales, use, excise, value added, or other similar tax applicable to the price of any services, hardware or other items described herein or in the Proposal if County has not furnished Contractor with tax exemption certificates applicable to all taxing authorities.

15. **Modifications Affecting Cost or Performance of Project.**

- a. Change Orders Requested by County. The Purchasing Officer, with the written approval of the County's signatory to this Agreement, shall have the authority to request changes which affect the cost or time of performance. Such changes shall be requested in writing specifically designated to be a change order and delivered to Contractor fully describing the nature of and reason for such change. Such change orders shall be limited to reasonable changes in the services to be performed by Contractor or the time of Contractor's performance. Subject to the terms further below in this Section, Contractor shall not be excused from performance by failure to agree to such reasonable changes, and it is the express purpose of this provision to permit reasonable unilateral changes which affect the cost or time of performance subject to the conditions and limitations herein.
- b. Change Order Requested by Contractor. Should Contractor determine during the construction process or otherwise that one or more conditions exist which will lead to a change in the cost or time of performance (for example, if any of Contractor's suppliers for reasons not within the control of Contractor such as a general increase in prices due to inflation results in an increase in the prices of goods and/or services required by Contractor in order to fulfill its obligations hereunder), Contractor shall have the authority to request changes which affect the cost or time of performance. Such changes shall be requested in writing specifically designated to be a change order and delivered to County, fully describing each condition and the reason for each change. Such changes shall be limited to reasonable changes in services to be performed by Contractor, reasonable cost increases or reasonable changes to the time of Contractor's performance. Such request by Contractor for a change must receive the written consent of County, which consent shall not be unreasonably withheld or delayed.
- c. Certification. Contractor need not perform the work described in any change order unless prior to performing such work it has received a written certification signed by the County Administrator and duly notarized that there are funds budgeted and appropriated by County to cover any and all additional costs and expenses to be borne by Contractor as a result of such changes, and that Contractor will be paid by County for any additional sums, costs and expenses

required to comply with such changes promptly after presentation of Contractor's invoice for the same.

- d. Demand for Payment. Contractor shall make a demand for payment for changed work within forty-five (45) days of receipt by the applicable Party of a change order, unless such time period is extended in writing. Later notification shall not bar the honoring of such claim or demand unless County is prejudiced by such delay. County shall promptly pay such demand for payment.
- e. Survival of Claims. Contractor may make claims for unpaid amounts and they shall be honored by County. This subparagraph shall survive the termination of this Agreement.

- 16. **Warranties.** Warranties from manufacturers of the Equipment are limited to one (1) year from the purchase date of the applicable equipment. Contractor's warranty on its work in building the System is limited to one (1) year after the date of completion of the work.
- 17. **Project Managers.** The project managers in connection with this Agreement will be John Wolchko, or his designee, on behalf of Contractor, and Thomas J. Swartzwelder, or his designee, on behalf of County. Their respective contact information is listed on the signature page hereof.
- 18. **Purchase Orders.** Any purchase orders from County issued in connection with this Agreement shall be issued by the Department. A County blanket purchase order number is required for this Agreement before Contractor can begin work, and such number will be delivered to Contractor by County no later than fifteen (15) days following the date of this Agreement. Changes, when accepted, will be issued a separate purchase order number. However, partial order quantities and deliveries will be accepted by the Department upon request of Contractor. No other department or personnel than those in the Department are qualified to issue purchase orders, except as otherwise provided herein make changes in orders, or accept delivery on orders under this Agreement without specific written authorization being received by Contractor from the Department.
- 19. **Invoices and Billing Process.** Contractor's invoices for each item as well as change orders, shall be submitted by Contractor directly to the County Finance Department, at the address shown on the purchase order. The purchase order number must be referenced on all of Contractor's invoices regardless of the state of the project's progress towards completion. Contractor shall comply with County's bill processing procedure and invoicing (complete with the necessary information) within County's billing schedule. County acknowledges and understands that failing to pay Contractor's invoices within forty-five (45) days of the date of each such invoice may result in a work stoppage by Contractor while payment issues are corrected, and County shall be responsible to compensate Contractor promptly for any damages and increased costs due to delays that are caused by any such stoppage.

20. **Force Majeure.** Neither Party shall be liable for any delay or default in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, weather, labor delays, start delays caused by County, governmental restrictions, acts or delays of governmental agencies, power failures, damage or destruction of any facilities, wars, insurrections, failure of suppliers, subcontractors or carriers, and/or any other cause beyond the reasonable control of the Party whose performance is affected. The Party experiencing the difficulty shall give the other Party prompt written notice with full details following the occurrence of the cause relied upon for non-liability. Dates by which performance obligations are scheduled to be met will be extended for a period of time at least equal to the time lost due to any delay so caused.
21. **Limitation of Liability.** The total liability of Contractor, including its subcontractors and suppliers, if any, for all claims of any kind for any loss or damage, whether in contract, warranty, tort, strict liability or otherwise, arising out of or connected with or resulting from the performance or non-performance of this Agreement or the furnishing of any service, Equipment, hardware or product hereunder, shall not exceed the amount paid by County allocable to the particular service, Equipment, hardware or product item which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of any applicable warranty. In no event, whether as a result of breach of agreement, warranty, tort, strict liability or otherwise, shall Contractor or its subcontractors or suppliers, if any, be liable for any special, consequential, incidental, indirect or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of hardware or any other equipment, cost of capital, cost of substitute goods, facilities, services or downtime costs. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance, or breach of the Agreement, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, or the furnishing of any services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred. The provisions of this Section shall apply notwithstanding any other provisions of this Agreement or any other agreement, and shall survive the expiration or termination of this Agreement.
22. **Remedies.**
- a. In the event of a material breach of this Agreement by Contractor which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Contractor by County, County shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and in addition to other actions permitted by this Agreement either: (1) suspend performance of its payment obligations under the Agreement for as long as the breach continues uncorrected; or (2) terminate this Agreement by written notice to

Contractor if the breach remains uncorrected. The following shall constitute material breaches of this Agreement:

- i. violation by Contractor of any state, Federal or local law;
  - ii. failure by Contractor to carry applicable licenses or certifications as required by law; or
  - iii. gross negligence of Contractor.
- b. In the event of: (1) any failure by County for forty-five (45) or more days to make any payment when due, or (2) any other material breach of this Agreement by County which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to County by Contractor, Contractor shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and in addition to other actions permitted by this Agreement either: (1) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or (2) terminate this Agreement by written notice to County if the breach remains uncorrected.

### 23. Confidentiality.

- a. During the Term of this Agreement, it is anticipated that one Party (hereafter the "Disclosing Party") may disclose to the other Party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as "Confidential" or "Proprietary," or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.
- b. The provisions of the preceding subsection shall not apply to any Information which:
  - i. is or shall become publicly available without breach of this Section, on the part of the Receiving Party;
  - ii. is already known by the Receiving Party prior to receipt from the Disclosing Party;
  - iii. is independently developed by the Receiving Party;



- iv. is rightfully obtained by the Receiving Party from third parties without restriction; or
- v. is required to be disclosed by appropriate governmental or judicial order or in accordance with §2.2-3700 et. seq. of the Code of Virginia (“Virginia Freedom of Information Act”) provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.

- c. The provisions of this Section, shall survive the expiration or termination of this Agreement.
- d. In connection with the forgoing paragraphs of this Section, all work products prepared in connection with this Agreement constitute confidential work products of the County Attorney and shall not be publicly disseminated or otherwise released without the express written approval of the County Attorney.

24. **Sovereign Immunity; Indemnification.** The Parties understand County retains all the benefits and protections of sovereign immunity as it exists at the execution of this Agreement, and that County does not have the ability, as a matter of law, to waive such immunity. Contractor agrees to indemnify and hold County harmless from and against any and all claims or loss, expense (including attorney's fees), damage, injury and third party claims, arising from any and all actions or inactions including but not limited to negligence of Contractor, its employees, agents, contractors, invitees, licensees, customers, clients, family members or guests specifically including but not limited to all activities conducted at the office of Contractor, use of motor vehicles, and damage to person or property to any Household.

25. **Insurance.** Contractor shall maintain insurance coverage in the following amounts, and shall provide County with a Certificate of Insurance evidencing such insurance coverage, within fifteen (15) days following the date of this Agreement.

Workmen’s Compensation and Employer’s Liability:	\$1,000,000
General Liability:	\$1,000,000/occurrence \$2,000,000 aggregate
Automobile and Vehicle Liability:	\$1,000,000
Umbrella:	\$5,000,000

Premiums for insurance in addition to the above stated normal coverage, to protect the County and/or others when requested by County, shall be paid by County.


26. **Drug Free Workplace.** During the performance of this Agreement, Contractor agrees to (a) provide a drug-free workplace for all employees; (b) post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done by Contractor in connection with this Agreement, the employees of whom are prohibited from engaging in the manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract or agreement.
27. **Notices.** All notices and other communications between the Parties given pursuant to this Agreement will be deemed to have been sufficiently given when delivered by personal service or sent by recognized overnight courier service, telecommunication or registered U.S. Mail to the recipient at the address indicated on the signature page hereof. All such communications will be deemed effective on the earlier of (a) actual receipt of a written notice, or (b) if sent by courier service, on the next Business Day following the date delivered to the courier service (the courier service's receipt being evidence of the date of such delivery), or (c) if sent by facsimile or email on the next Business Day (subject to written confirmation of receipt and that the telecommunication has been read by the Party to whom it was sent), or (d) if sent by registered U.S. Mail, five (5) Business Days after delivery to the U.S. Postal Service, postage prepaid. Either Party may give to the other written notice of change of address, in which event any communication will thereafter be given to such Party at such changed address.
28. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia as to all matters, without respect to its conflict of laws rules. Any litigation with respect to this Agreement shall be brought only in the applicable courts located in King and Queen County, Virginia.
29. **Assignment and Changes.** Neither this Agreement, nor any part hereof, may be assigned by either Party without the express written permission of the other Party. This Agreement and any of the Schedules hereto may be amended by mutual agreement of the Parties. Any such amendment shall be valid only if it is in writing and signed by both Parties.
30. **Headings.** The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement

31. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations, understandings and commitments, oral or in writing, relating to the subject matter hereof that were made by or on behalf of any of the Parties. Even though this Agreement establishes obligations between the Parties, it is not intended to and does not establish a formal legal partnership entity formed by the Parties.
32. **Severability.** The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement.
33. **Waiver.** No term of this Agreement may be waived except in a writing signed by the Party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by either Party of any breach of the covenants of this Agreement or a waiver of any default of one Party and the making of any such payment by the other Party while any such default or breach shall exist shall in no way impair or prejudice the right of the other Party with respect to the recovery of damages or other remedy as a result of such breach or default.
34. **Hold Harmless.** Notwithstanding the foregoing, County shall not hold Contractor liable for any fee, expense, cost, payment, or any other matter or issue which is the result of a delay caused by County including but not limited to County's failure to approve a change order request by Contractor, and/or timely completion of any of County's obligations hereunder.
35. **Successors and Assignees.** In the event that Contractor is able to complete its obligations pursuant to these obligations and County nevertheless replaces Contractor with a new contractor, Contractor shall not be liable or responsible for damages, fees, costs or any other item whatsoever in law or equity caused by any delays experienced by the new contractor or otherwise.
36. **Counterparts; Signatures by Telecopy.** This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by telecopy or PDF file shall constitute originals.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement for Services on the day and year first written above.

**KING AND QUEEN COUNTY, VIRGINIA**

By:   
Sherrin Alsop  
Chair  
King and Queen County Board of Supervisors

Address:

242 Allens Circle, Suite L  
King and Queen Court House, VA 23085  
Attention: Thomas J. Swartzwelder  
Facsimile: (804) 785-5999  
Telephone: (804) 785-5975  
Email: [tswartzwelder@kingandqueenco.net](mailto:tswartzwelder@kingandqueenco.net)

**GAMEWOOD TECHNOLOGY GROUP, INC.**

By:   
Robert A. Taylor, Chief Executive Officer

Address:

165 Deer Run Road  
Danville, VA 24540  
Attention: Robert Taylor, Chief Executive Officer  
Facsimile: (434) 792-3113  
Telephone: (434) 792-2253  
Email: [rtaylor@gamewoodinc.com](mailto:rtaylor@gamewoodinc.com)



*King and Queen County*  
*Founded 1691 in Virginia*

Office of the County Administrator  
P.O. Box 177 • King and Queen Courthouse, Virginia 23085  
Phone: (804) 785-5975 • (804) 769-5000  
Fax: (804) 785-5999 • (804) 769-5070

September 3, 2014

Virginia Department of Housing  
And Community Development  
600 E. Main Street, Suite 300  
Richmond, VA 23210

RE: Letter of Support for 2020 VATI Application for King and Queen County's VATI Application

DHCD Staff:

On behalf of the King and Queen County Board of Supervisors, I am writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. Because we recognize the importance of broadband to citizens in our County, we have made a significant financial investment in wireless technology to provide service to citizens in portions of the County. The wireless network was 100% County funded. The County, in partnership with Riverstreet has a proven track record of maintaining and operating a network in a fiscally responsible manner. In 2016, the County was awarded the prestigious "Best Achievement Award" by the Virginia Associations of Counties for these efforts.

While the wireless network remains in place, it is by no means ubiquitous, suffers from inconsistent coverage due to timber growth and does not provide the speed to support the variety of web based products and broadcasts needed by most consumers. Further, most of our tower sectors are full, prohibiting the addition of new customers.

We stand prepared to take the next step and fully implement this FTTP project. This project will dramatically increase coverage and delivery speed. Many of our children will for the first time have internet access at home. Our schools will have the speed necessary to support the modern classroom, SOL testing and fiber connectivity between the three schools and the Central Office.

FTTP opens the door for business development and job creation in our County. It is important to note that the County was awarded a large Opportunity Zone to bring jobs and investment to the County. Without FTTP, development in that Zone will be a challenge. FTTP is the key for the County and the Commonwealth to fully capitalize and reap the benefits of this Opportunity Zone designation.

FTTP will for the first time bring internet access to the Federally recognized Native American Rappahannock Tribal grounds and information center <http://www.rappahannocktribe.org/> located in the County opening the door for educational opportunities, outreach, innovation and job creation.

Thank you in advance for considering our application; together we can change lives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Swartzwelder', written in a cursive style.

Thomas J. Swartzwelder  
County Administrator



*King and Queen County*  
*Founded 1691 in Virginia*

Economic Development Authority  
P.O. Box 177 • King and Queen Courthouse, Virginia 23085  
Phone: (804) 785-5975 • (804) 769-5000  
Fax: (804) 785-5999 • (804) 769-5070

August 30, 2019

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

RE: Letter of Support for 2020 VATI Application for King and Queen County's VATI Application

DHCD Staff,

I am writing on behalf of the King and Queen Economic Development Authority in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. Our Board frequently discusses the importance of broadband not only to the citizens in our County but also to the entire Region. Such improvements will increase educational opportunities and economic growth in the County. The proposed investment in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the opportunities only faster broadband can afford.

On a personal note, I am a lifetime resident of King and Queen County and also work with many small businesses on a routine basis in my profession as a Banker. Rural counties such as ourselves tend to have limited availability to infrastructure such as water and sewer that many larger companies demand. However, there are many other opportunities with smaller businesses that do not require that infrastructure but access to reliable and efficient broadband is non-negotiable. It really is the key to the future success of rural areas in terms of economic growth as well as attracting people to the area to settle and raise their families.

We respectfully ask that you consider the application and know we stand in support of their efforts.

Sincerely,

George Longest, Chairman

King and Queen Economic Development Authority



# *King and Queen County Public Schools*

Office of Superintendent

Carol B. Carter, Ed. D., Division Superintendent  
P.O. Box 97 · King and Queen Courthouse, Virginia 23085  
Phone: (804) 785-5981 or (804) 769-5007  
Fax: (804) 785-5686 or (804) 769-5007

August 29, 2019

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

RE: Letter of Support for 2020 VATI Application for King and Queen County's VATI Application

DHCD

Staff,

We are writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County (County), Virginia. We recognize the importance of broadband to citizens in our County. Additionally, such improvements will increase educational opportunities for our staff and most importantly, our students. Many times, our students are unable to do their homework or research in our County because of our lack of broadband. The schools are unable to connect effectively between the locations thus limiting our ability to offer a broad range of classes to our students.

FTTP would also provide economic growth in King and Queen County for all. Their proposed investment in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the opportunities only faster broadband can afford. Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in cursive script that reads "Carol B. Carter, Ed. D.".

Carol B. Carter, Ed. D.  
Division Superintendent





# *King and Queen County*

*Founded 1691 in Virginia*

## **Department of Emergency Services**

P.O. Box 177 • King and Queen Court House, Virginia 23085

Phone: (804) 785-5975 – Fax: (804) 785-5999

August 29, 2019

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

RE: Letter of Support for 2020 VATI Application for King and Queen County's VATI Application

DHCD Staff,

We are writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. We recognize the importance of broadband to citizens in our County. Additionally, the Internet is a valuable component of emergency preparedness and would aid in delivering real-time information to our citizens during and after emergencies. Their proposed investment in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the opportunities only faster broadband can afford. Please consider their application and know we will stand in support of their efforts.

Sincerely,

David Lankford  
Deputy Director of Emergency Services  
King and Queen County, VA



## MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

August 29, 2019

### COMMISSIONERS

#### Essex County

*Vacant*

*Hon. Edwin E. Smith, Jr.*

*Hon. John C. Magruder*

*Mr. Michael A. Lombardo*

#### Town of Tappahannock

*Hon. Roy M. Gladding*

#### Gloucester County

*Hon. Ashley C. Chriscoe*

*(Vice-Chairman)*

*Dr. William G. Reay*

*Hon. Michael R.*

*Winebarger*

#### King and Queen County

*Hon. Sherrin C. Alsop*

*Hon. R. F. Bailey*

*Mr. Thomas J.*

*Swartzwelder*

*(Chairman)*

#### King William County

*Hon. David E. Hansen*

*Hon. Travis J. Moskalski*

*(Treasurer)*

*Mr. Eugene J. Rivara*

#### Town of West Point

*Hon. James Pruett*

#### Mathews County

*Hon. George C. Morrow*

*Mr. Thornton Hill*

*Mr. Michael C. Rowe*

*Ms. Melinda Conner*

#### Middlesex County

*Mr. Gordon E. White*

*Hon. Wayne H. Jessie, Sr.*

*Mr. Matthew L. Walker*

*Hon. Kathy H. Swinehart*

#### Town of Urbanna

*Hon. Diane Gravatt*

*Ms. Holly Gailey*

#### Secretary/Director

*Mr. Lewis L. Lawrence*

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

RE: Letter of Support for 2020 VATI Application for King and Queen County's  
VATI Application

DHCD Staff,

The Middle Peninsula Planning District Commission is writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. We recognize the importance of broadband to citizens within the Middle Peninsula region. Additionally, such improvements will increase educational opportunities and economic growth in the region. Their proposed investment in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the opportunities only faster broadband can afford.

King and Queen County has championed broadband services within the region since 2012 by leveraging County assets and shared infrastructure to serve the county and expand internet service to its citizens. To this effect the County serves as a model to both rural and urban localities in Virginia and throughout the nation needing improved broadband access. Consequently, King and Queen County has been recognized in 2016 by the Virginia Association of Counties upon receipt of the Best Achievement Winner for broadband internet. Then in 2018 King and Queen County earned a National Achievement Award for its program titled "Rural Broadband Internet" in the category of Information Technology.

Thank you for your consideration of this application. If you have any additional questions please feel free to contact me by phone at 804-758-2311 or by email at [llawrence@mppdc.com](mailto:llawrence@mppdc.com).

Sincerely,

Lewis Lawrence

August 29, 2019

Ms. Tamarah Holmes  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for 2020 VATI Application – King & Queen County

Dear Tamarah:

The Middle Peninsula Alliance is writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. The proposed investment in by Riverstreet Communications in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the existing network of broadband connectivity that exists in this County.

The MPA has identified lack of robust broadband connectivity as a barrier to the Region's economic health and stability. In addition to being a necessary infrastructure for business development such improvements will increase educational opportunities and support areas of importance such as health care and tourism. Expansion of broadband capability aligns with the MPA's economic development strategies.

Please give strong consideration to this application and know we will stand in support of the County's efforts.

Sincerely,



Travis Moskalski  
Chairman

Cc: Hon. James Lawrence Simpkins, MPA Board Member  
Tom Swartzwelder, Administrator, King & Queen County  
Liz Povar, MPA

*Robert W. Coleman*  
*182 River Bluff Lane*  
*King and Queen Court House, VA 23085*

August 29, 2019

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

RE: Letter of Support for 2020 VATI Application for King and Queen County's VATI Application

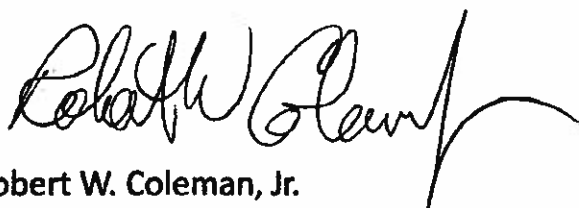
DHCD Staff,

I am writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. I recognize the importance of broadband to citizens in our County. Additionally, such improvements will increase educational opportunities and economic growth in the County. Their proposed investment in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the opportunities only faster broadband can afford.

As a member of the Planning Commission and an officer in the Walkerton Volunteer Fire Department, I recognize that having a strong internet system is critical to our future success of business as well as emergency services.

Please consider our application and know we stand in support of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Coleman, Jr.", with a long, sweeping flourish extending to the right.

Robert W. Coleman, Jr.



# King and Queen County

Founded 1691 in Virginia

Office of the Zoning Administrator  
P.O. Box 177 • King and Queen Court House, Virginia 23085  
Phone: (804) 785-5985 • Fax: (804) 785-5999

August 29, 2019

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

RE: Letter of Support for 2020 VATI Application for King and Queen County's VATI  
Application

DHCD Staff,

We are writing in support of RiverStreet Communications of Virginia, Inc/RiverStreet Networks and their proposal for building Fiber-to-the-Premise (FTTP) in King and Queen County, Virginia. We recognize the importance of broadband to the citizens in our County. Additionally, such improvements will increase educational opportunities and economic growth in the County. Their proposed investment in broadband infrastructure utilizing VATI funds with matching County and RSN funds would greatly improve the opportunities that only faster broadband can afford. Please consider their application and know we will stand in support of their efforts.

Sincerely,

Donna Sprouse on behalf of the  
King & Queen County Planning Commission



*King and Queen County*  
*Founded 1691 in Virginia*

Office of the County Administrator  
P.O. Box 177 • King and Queen Courthouse, Virginia 23085  
Phone: (804) 785-5975 • (804) 769-5000  
Fax: (804) 785-5999 • (804) 769-5070

9-3-19

Rob Taylor  
Business Development Manager  
RiverStreet Networks  
Via E-Mail

RE: 2020 VATI Application  
For King and Queen County

Dear Rob:

In regard to local funding in support of this application, please be advised that the King and Queen County Board of Supervisors, (the "BOS") set aside \$500,000 in their 2020 Fund Balance Policy to support broadband infrastructure. The BOS has had discussions about the total local cost of this project and has funds available should the project move forward as hoped. As you are aware, under Virginia law, local expenditures are at the discretion of the BOS and subject to appropriation at a public meeting.

Thank you for your continued partnership in bringing broadband to King and Queen.

Regards, Tom

Thomas J. Swartzwelder  
County Administrator

Gregory S. Coltrain  
RiverStreet Networks  
1400 River Street, Wilkesboro NC 28697

September 3, 2019

Virginia DHCD  
600 E Main Street, Suite 300  
Richmond, VA 23219

Dear Dr. Tamarah Holmes:

RiverStreet Networks is excited with the opportunity to submit a proposal to expand broadband services throughout King and Queen County. Our existing operations of KQVA.net for the WSA and our years of experience in building and maintaining FTTH networks will make for a quick-to-market solution for an entire County so desperately in need of broadband.

Our confidence in providing exceptional products and service is supported by our commitment to match the grant funds with \$2,346,344.60.

Please accept this correspondence as our notification to match the funding.

Sincerely,



Gregory S. Coltrain  
VP of Business Development

**Attachment #10 – 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.).

<u>Source</u>	<u>Amount</u>	<u>%</u>	<u>Status</u>
REQUESTED VATI	\$ 6,043,905.00	35	PENDING
K&Q COUNTY	\$ 3,750,000.00	21.7	PENDING
K&Q COUNTY	\$ 50,000.00	.3	APPROVED
RSN CASH	\$2,346,334.60	43	APPROVED
RSN – CAF II	\$5,071,453.00		APPROVED
			APPROVED
<b>TOTAL</b>	<b>\$ 17,261,692.60</b>	<b>100 %</b>	



Product	Total	VATI	Non-VATI	Source of Estimate	Date
<b>EXAMPLE</b>					
<u>Construction</u>					
<i>200 LF of fiber @\$.150/LF</i>	\$30,000.00	\$15,000.00	\$15,000.00	Company A	9/5/2016
<i>Tower</i>	\$100,000.00	\$80,000.00	\$20,000.00	Company B	9/5/2016
<i>Engineering</i>	\$20,000.00	\$0.00	\$20,000.00	ABC Engineering Firm	9/5/2016
<b>Product</b>	<b>Total</b>	<b>VATI</b>	<b>Non-VATI</b>	<b>Source of Estimate</b>	<b>Date</b>
<b>AERIAL INSTALLATION</b>					
SECTION A - POLE UNITS LABOR	\$6,120.00	\$2,479.91	\$3,640.09	Engineering Estimates	08/29/19
SECTION A - POLE UNITS MATERIAL	\$1,712.00	\$693.73	\$1,018.27	Engineering Estimates	08/29/19
SECTION PE & PF - GUY AND ANCHOR ASSEMBLY UNITS LABOR	\$4,000.00	\$1,620.85	\$2,379.15	Engineering Estimates	08/29/19
SECTION PE & PF - GUY AND ANCHOR ASSEMBLY UNITS MATERIAL	\$620.96	\$251.62	\$369.34	Engineering Estimates	08/29/19
SECTION PM - MISCELLANEOUS ASSEMBLY UNITS LABOR	\$1,204.00	\$487.88	\$716.12	Engineering Estimates	08/29/19
SECTION PM - MISCELLANEOUS ASSEMBLY UNITS MATERIAL	\$955.76	\$387.29	\$568.47	Engineering Estimates	08/29/19
<b>BURIED INSTALLATION</b>					
SECTION BA - BURIED PLANT HOUSING STUB POLE UNITS LABOR	\$54,752.88	\$22,186.61	\$32,566.27	Engineering Estimates	08/29/19

SECTION BA - BURIED PLANT HOUSING STUB POLE UNITS MATERIAL	\$52,727.02	\$21,365.70	\$31,361.32	Engineering Estimates	08/29/19
SECTION BDO - BURIED PLANT FIBER OPTIC HOUSING ASSEMBLY UNITS LABOR	\$292,015.33	\$118,328.57	\$173,686.77	Engineering Estimates	08/29/19
SECTION BDO - BURIED PLANT FIBER OPTIC HOUSING ASSEMBLY UNITS MATERIAL	\$576,449.53	\$233,585.15	\$342,864.37	Engineering Estimates	08/29/19
SECTION BFO - BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS LABOR	\$4,810,943.80	\$1,949,459.56	\$2,861,484.24	Engineering Estimates	08/29/19
SECTION BFO - BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS MATERIAL	\$1,913,904.62	\$775,540.06	\$1,138,364.55	Engineering Estimates	08/29/19
SECTION BH - BURIED HANDHOLE ASSEMBLY UNITS LABOR	\$61,136.21	\$24,773.22	\$36,362.99	Engineering Estimates	08/29/19
SECTION BH - BURIED HANDHOLE ASSEMBLY UNITS MATERIAL	\$97,667.29	\$39,576.11	\$58,091.18	Engineering Estimates	08/29/19
SECTION BM - MISCELLANEOUS ASSEMBLY UNITS LABOR	\$2,735,562.58	\$1,108,486.99	\$1,627,075.59	Engineering Estimates	08/29/19
SECTION BM - MISCELLANEOUS ASSEMBLY UNITS MATERIAL	\$371,943.69	\$150,716.62	\$221,227.07	Engineering Estimates	08/29/19
<b>SPLICING INSTALLATION</b>					
SECTION HBFO- BURIED SPLICE CLOSURE ASSEMBLY UNITS LABOR	\$33,279.70	\$13,485.38	\$19,794.31	Engineering Estimates	08/29/19
SECTION HBFO- BURIED SPLICE CLOSURE ASSEMBLY UNITS MATERIAL	\$77,655.48	\$31,467.05	\$46,188.43	Engineering Estimates	08/29/19

SECTION HO- FIBER OPTIC SPLICING ASSEMBLY UNITS LABOR	\$880,525.60	\$356,800.89	\$523,724.71	Engineering Estimates	08/29/19
SECTION HO- FIBER OPTIC SPLICING ASSEMBLY UNITS MATERIAL	\$0.00	\$0.00	\$0.00	Engineering Estimates	08/29/19
<b>CENTRAL OFFICE BUILDING &amp; EQUIPMENT</b>					
SECTION COE- CENTRAL OFFICE EQUIPMENT LABOR	\$402,368.00	\$163,044.96	\$239,323.04	Engineering Estimates	08/29/19
SECTION COE- CENTRAL OFFICE EQUIPMENT MATERIAL	\$1,123,798.36	\$455,378.31	\$668,420.05	Engineering Estimates	08/29/19
<b>CENTRAL OFFICE ANNUAL MAINTENANCE</b>					
SECTION COAM- CENTRAL OFFICE ANNUAL MAINTENANCE LABOR	\$98,210.33	\$39,796.15	\$58,414.17	Engineering Estimates	08/29/19
SECTION COAM- CENTRAL OFFICE ANNUAL MAINTENANCE MATERIAL	\$0.00	\$0.00	\$0.00	Engineering Estimates	08/29/19
<b>ENGINEERING INSPECTION</b>					
SECTION EI- ENGINEERING INSPECTION LABOR	\$1,317,805.88	\$533,992.78	\$783,813.10	Engineering Estimates	08/29/19
SECTION EI- ENGINEERING INSPECTION MATERIAL	\$0.00	\$0.00	\$0.00	Engineering Estimates	08/29/19
<b>DROPS/CUSTOMER PREMISES EQUIPMENT</b>					

CDBG Derivation of Cost

Derivation

SECTION SE- SERVICE ENTRY LABOR	\$1,310,544.00	\$0.00	\$1,310,544.00	Engineering Estimates	08/29/19
SECTION SE- SERVICE ENTRY MATERIAL	\$317,289.60	\$0.00	\$317,289.60	Engineering Estimates	08/29/19
SECTION NID- NETWORK INTERFACE DEVICE LABOR	\$344,880.00	\$0.00	\$344,880.00	Engineering Estimates	08/29/19
SECTION NID- NETWORK INTERFACE DEVICE MATERIAL	\$373,620.00	\$0.00	\$373,620.00	Engineering Estimates	08/29/19
<b>TOTALS</b>	\$17,261,692.60	\$6,043,905.00	\$11,217,787.60		

Appalachian Utilities Inc.  
PO Box 1498  
Jefferson, NC 28640

May 20, 2019

RiverStreet Networks Stokes  
1400 River Street  
Wilkesboro, NC 28697

Outside Plant Project: County Phase 3

Invoice

Estimate - Billing #23

Gross Billing per Attached Unit Sheets 1 thru 3	\$ 127,534.14
Less Materials	<u>\$ (36,435.84)</u>
Sub-Total	\$ 91,098.30
Less 5% Retainage	<u>\$ (4,554.92)</u>
Net Invoice Amount	<u>\$ 86,543.39</u>

**Total Invoice Amount Due**

**APPROVED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Walnut Cove Exchange  
Walnut Cove Remote  
WO #15-OSPSTOK-102**

May 20, 2019

**SECTION A - POLE UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
30-6 Pole		382.50	107.00	489.50	0.00

TOTAL, SECTION A 0.00

**SECTION BA - BURIED PLANT HOUSING STUB POLE UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BA3		30.00	28.89	58.89	0.00

TOTAL, SECTION BA 0.00

**SECTION BDO - BURIED PLANT FIBER OPTIC HOUSING ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BDO5	12	80.00	81.28	161.28	1,935.36
BDO7		120.00	407.68	527.68	0.00
BDO Pro12		102.00	159.43	261.43	0.00

TOTAL, SECTION BDO 1,935.36

**SECTION BFO - BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BFO12		1.10	0.30	1.40	0.00
BFO24R	1,468	1.10	0.42	1.52	2,231.36
BFO24R (single plow)		2.00	0.42	2.42	0.00
BFO48R	2,056	2.00	0.56	2.56	5,263.36
BFO72R		2.00	0.63	2.63	0.00
BFO96R		2.00	0.88	2.88	0.00
BFO144R		2.00	1.11	3.11	0.00
BFO216R		2.00	1.44	3.44	0.00
BFO288R		2.00	2.14	4.14	0.00
BFO432R		2.00	2.43	4.43	0.00
BFO576R		2.00	3.24	5.24	0.00
BFO864R	6,354	2.00	4.80	6.80	43,207.20
BFO48LT		1.10	0.55	1.65	0.00
BFO144LT		1.10	1.11	2.21	0.00

TOTAL, SECTION BFO 50,701.92

**SECTION BH - BURIED HANDHOLE ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BHF (36x72x36)		555.00	1,479.31	2,034.31	0.00
BHF (30x52x43)RD	5	370.00	576.20	946.20	4,731.00
BHF (22x36x18)		168.00	326.74	494.74	0.00

TOTAL, SECTION BH 4,731.00

**Walnut Cove Exchange  
Walnut Cove Remote  
WO #15-OSPSTOK-102**

**SECTION BM - MISCELLANEOUS ASSEMBLY UNITS -  
BURIED PLANT & SERVICE ENTRANCE INSTALLATIONS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BM2	12	20.00	23.88	43.88	526.56
BM2A	5	14.00	5.16	19.16	95.80
BM6M		3.00	1.00	4.00	0.00
BM53F		20.00	38.52	58.52	0.00
BM60(5x2") PIPE		0.00	5.00	5.00	0.00
BM60(4x2") PIPE		0.00	4.00	4.00	0.00
BM60(3x2") PIPE		0.00	3.00	3.00	0.00
BM60(2x2") PIPE		0.00	2.00	2.00	0.00
BM60(1x2") PIPE		0.00	1.00	1.00	0.00
BM60(1x2")PD	248	10.00	1.00	11.00	2,728.00
BM60(2x2")PD	1,059	12.50	2.00	14.50	15,355.50
BM60(3x2")PD		16.00	3.00	19.00	0.00
BM60(4x2")PD		19.00	4.00	23.00	0.00
BM60(5x2")PD	400	23.00	5.00	28.00	11,200.00
BM60(2x4")PD		20.00	8.00	28.00	0.00
BM60 (1x4")PD	1,818	16.00	4.00	20.00	36,360.00
BM71		9.00	0.00	9.00	0.00
BM72		15.00	0.00	15.00	0.00
BM73		18.00	0.00	18.00	0.00
BM81		20.00	20.47	40.47	0.00
BM82		25.00	27.07	52.07	0.00
BM CULV		225.00	0.00	225.00	0.00
BMLOC		80.00	0.00	80.00	0.00
BM MAXCELL		1.50	11.80	13.30	0.00
BM SK		1.50	3.85	5.35	0.00
BM WL		35.00	15.00	50.00	0.00
BM-WL(B)		38.00	20.00	58.00	0.00
BM WM		60.00	0.00	60.00	0.00

TOTAL, SECTION BM 66,265.86

**SECTION CO - AERIAL FILLED FIBER OPTIC CABLE ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
CO72R / 6M		1.80	0.88	2.68	0.00
CO288R / 6M		1.98	2.39	4.37	0.00
CO144LT / 6M		1.98	1.36	3.34	0.00
CO144R / E		1.12	1.11	2.23	0.00
CO72R / E		1.12	0.63	1.75	0.00

TOTAL, SECTION CO 0.00

**SECTION PE - GUY ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
PE1-2G (5/16"EHS)		100.00	28.01	128.01	0.00

TOTAL, SECTION PE 0.00

**SECTION PF - ANCHOR ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
PF1-3 (5/8"x7')		150.00	10.80	160.80	0.00

TOTAL, SECTION PF 0.00

**Walnut Cove Exchange  
Walnut Cove Remote  
WO #15-OSPSTOK-102**

**SECTION PM - MISCELLANEOUS ASSEMBLY UNITS -  
UNDERGROUND AND AERIAL PLANT**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
PM2		20.00	23.88	43.88	0.00
PM 2A		14.00	5.16	19.16	0.00
PM11		10.00	5.54	15.54	0.00
PM12		100.00	34.94	134.94	0.00
PM92S		50.00	45.99	95.99	0.00
PM92L		75.00	54.63	129.63	0.00

TOTAL, SECTION PM 0.00

**SECTION SE - SERVICE ENTRANCE ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
SEBO-4		0.95	0.23	1.18	0.00
SEAO-4		0.95	0.23	1.18	0.00
SEBO-12		0.95	0.28	1.23	0.00
SEAO-12		0.95	0.28	1.23	0.00

TOTAL, SECTION SE 0.00

**SECTION UD - UNDERGROUND CONDUIT ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
UD (2-4")DB		8.00	8.06	16.06	0.00
UD (4-4")DB		12.00	16.12	28.12	0.00
UD (2x2")		6.00	2.00	8.00	0.00
UD (3-2")		7.00	3.00	10.00	0.00
UD (5x2")	300	8.00	5.00	13.00	3,900.00

TOTAL, SECTION UD 3,900.00

**SECTION W - REARRANGEMENT UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
WC1		90.00	0.00	90.00	0.00
		0.00	0.00	0.00	0.00

TOTAL, SECTION W 0.00

**SUMMARY SHEET**

SECTION A	<u>0.00</u>
SECTION BA	<u>0.00</u>
SECTION BDO	<u>1,935.36</u>
SECTION BFO	<u>50,701.92</u>
SECTION BH	<u>4,731.00</u>
SECTION BM	<u>66,265.86</u>
SECTION CO	<u>0.00</u>
SECTION PE	<u>0.00</u>
SECTION PF	<u>0.00</u>
SECTION PM	<u>0.00</u>
SECTION SE	<u>0.00</u>
SECTION UD	<u>3,900.00</u>
SECTION W	<u>0.00</u>

TOTAL 127,534.14



May 20, 2019

Invoice

SECTION A - POLE UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
30-6 Pole		0.00	107.00	107.00	0.00

TOTAL, SECTION A 0.00

SECTION BA - BURIED PLANT HOUSING STUB POLE UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BA3		0.00	28.89	28.89	0.00

TOTAL, SECTION BA 0.00

SECTION BDO - BURIED PLANT FIBER OPTIC HOUSING ASSEMBLY UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BDO5	12	0.00	81.28	81.28	975.36
BDO7		0.00	407.68	407.68	0.00
BDO Pro12		0.00	159.43	159.43	0.00

TOTAL, SECTION BDO 975.36

SECTION BFO - BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BFO12		0.00	0.30	0.30	0.00
BFO24R	1,468	0.00	0.42	0.42	616.56
BFO24R (single plow)		0.00	0.42	0.42	0.00
BFO48R	2,056	0.00	0.56	0.56	1,151.36
BFO72R		0.00	0.63	0.63	0.00
BFO96R		0.00	0.88	0.88	0.00
BFO144R		0.00	1.11	1.11	0.00
BFO216R		0.00	1.44	1.44	0.00
BFO288R		0.00	2.14	2.14	0.00
BFO432R		0.00	2.43	2.43	0.00
BFO576R		0.00	3.24	3.24	0.00
BFO864R	6,354	0.00	4.80	4.80	30,499.20
BFO48LT		0.00	0.55	0.55	0.00
BFO144LT		0.00	1.11	1.11	0.00

TOTAL, SECTION BFO 32,267.12

**SECTION BH - BURIED HANDHOLE ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BHF (36x72x36)		0.00	1,479.31	1,479.31	0.00
BHF (30x52x43)RD	5	0.00	576.20	576.20	2,881.00
BHF (22x36x18)		0.00	326.74	326.74	0.00

TOTAL, SECTION BH 2,881.00

**SECTION BM - MISCELLANEOUS ASSEMBLY UNITS -  
BURIED PLANT & SERVICE ENTRANCE INSTALLATIONS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
BM2	12	0.00	23.88	23.88	286.56
BM2A	5	0.00	5.16	5.16	25.80
BM6M		0.00	1.00	1.00	0.00
BM53F		0.00	38.52	38.52	0.00
BM81		0.00	20.47	20.47	0.00
BM82		0.00	27.07	27.07	0.00

TOTAL, SECTION BM 312.36

**SECTION CO - AERIAL FILLED FIBER OPTIC CABLE ASSEMBLY UNITS**

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
CO72R / 6M		0.00	0.88	0.88	0.00
CO288R / 6M		0.00	2.39	2.39	0.00
CO144LT / 6M		0.00	1.36	1.36	0.00
CO144R / E		0.00	1.11	1.11	0.00
CO72R / E		0.00	0.63	0.63	0.00

TOTAL, SECTION CO 0.00

SECTION PE - GUY ASSEMBLY UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
PE 1-2G(5/16"EHS)		0.00	28.01	28.01	0.00

TOTAL, SECTION PE 0.00

SECTION PF - ANCHOR ASSEMBLY UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
PF 1-3(5/8"x7')		0.00	10.80	10.80	0.00

TOTAL, SECTION PF 0.00

SECTION PM - MISCELLANEOUS ASSEMBLY UNITS -  
UNDERGROUND AND AERIAL PLANT

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
PM2		0.00	23.88	23.88	0.00
PM2A		0.00	5.16	5.16	0.00
PM11		0.00	5.54	5.54	0.00
PM12		0.00	34.94	34.94	0.00
PM92S		0.00	45.99	45.99	0.00
PM92L		0.00	54.63	54.63	0.00

TOTAL, SECTION PM 0.00

SECTION SE - SERVICE ENTRANCE ASSEMBLY UNITS

UNITS	# OF UNITS	UNIT PRICE			EXTENDED PRICE LABOR & MATERIALS
		LABOR	MATERIALS	LABOR & MATERIALS	
SEBO-4		0.00	0.23	0.23	0.00
SEAO-4		0.00	0.23	0.23	0.00
SEBO-12		0.00	0.28	0.28	0.00
SEAO-12		0.00	0.28	0.28	0.00

TOTAL, SECTION SE 0.00

TOTAL MATERIALS \$ 36,435.84

(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0003718426 | Data as of: Dec 31, 2017 | Operations: ILEC | Submission Status: Original - Submitted | Last Updated: Mar 1, 2018 14:51:45

**Filer Identification**

Section	Question	Response
<b>Filer Information</b>	Provider Name	WILKES TELEPHONE MEMBERSHIP CORP
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	230510
	499 ID	803832
<b>Data Contact Information</b>	Data Contact Name	Tim Tribbl
	Data Contact Phone Number	(336) 973-6164
	Data Contact E-mail	timtribble@myriverstreet.net
<b>Emergency Operations Contact Information</b>	Emergency Operations Name	Jody R. Call
	Emergency Operations Phone Number	(336) 973-6186
	Emergency Operations E-mail	jodycall@myriverstreet.net
<b>Certifying Official Contact Information</b>	Certifying Official Name	Eric S. Cramer
	Certifying Official Phone Number	(336) 973-6112
	Certifying Official E-mail	ericcramer@myriverstreet.net

**Data Submitted**

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	WTMC FBBD.csv	Feb 13, 2018 15:16:47	1910
Fixed Broadband Subscription	WTMC FBBS.csv	Feb 16, 2018 13:57:48	96
Fixed Voice Subscription	WTMC FVS.csv	Feb 19, 2018 12:05:00	26

**Fixed Broadband Deployment**

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

State	DBA Name	Technology	Blocks
North Carolina	Wilkes Communications Inc.	Asymmetric xDSL	6
		Optical Carrier/Fiber to the End User	1904
<b>Total</b>			<b>1910</b>

# Fixed Broadband Subscription

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

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
North Carolina	Asymmetric xDSL	1	17	0	17
	Optical Carrier/Fiber to the End User	95	5851	291	6142
<b>Total</b>		<b>96</b>	<b>5868</b>	<b>291</b>	<b>6159</b>

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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
4.000	1.000	0	1	1
6.000	0.512	17	0	17
6.000	1.000	0	43	43
10.000	1.000	2591	46	2637
12.000	2.000	2	69	71
25.000	3.000	2716	69	2785
25.000	5.000	0	3	3
35.000	5.000	2	25	27
50.000	10.000	500	30	530
100.000	10.000	38	5	43
250.000	25.000	1	0	1
500.000	50.000	1	0	1
<b>Total</b>		<b>5868</b>	<b>291</b>	<b>6159</b>

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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
Asymmetric xDSL	6.000	0.512	17	0	17
	10.000	1.000	2591	46	2637
Optical Carrier/Fiber to the End User	4.000	1.000	0	1	1
	6.000	1.000	0	43	43
	10.000	1.000	2591	46	2637
	12.000	2.000	2	69	71
	25.000	3.000	2716	69	2785
	25.000	5.000	0	3	3
	35.000	5.000	2	25	27
	50.000	10.000	500	30	530
	100.000	10.000	38	5	43
	250.000	25.000	1	0	1

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	500.000	50.000	1	0	1
<b>Total</b>			<b>5868</b>	<b>291</b>	<b>6159</b>

### 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
North Carolina	8709	7945	46	0
<b>Total</b>	<b>8709</b>	<b>7945</b>	<b>46</b>	<b>0</b>

### Fixed Voice Subscription (VGE Lines)

#### VGE Lines Provided to Unaffiliated Providers by State

State	Wholesale	UNE-L
North Carolina	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

#### 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
North Carolina	8709	7129	1580	582	7363	238	526
<b>Total</b>	<b>8709</b>	<b>7129</b>	<b>1580</b>	<b>582</b>	<b>7363</b>	<b>238</b>	<b>526</b>

#### 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
North Carolina	8709	8709	0	0	8683	0	0	26
<b>Total</b>	<b>8709</b>	<b>8709</b>	<b>0</b>	<b>0</b>	<b>8683</b>	<b>0</b>	<b>0</b>	<b>26</b>

### Fixed Voice Subscription (iVoIP)

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

State	Total	Consumer	Business / Govt
North Carolina	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

#### 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

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
North Carolina	46	0	46	46	0	46	0	0	0
<b>Total</b>	<b>46</b>	<b>0</b>	<b>46</b>	<b>46</b>	<b>0</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>

(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0003718426 | Data as of: Dec 31, 2018 | Operations: ILEC | Submission Status: Revised - Submitted | Last Updated: May 8, 2019 09:33:05

**Filer Identification**

Section	Question	Response
<b>Filer Information</b>	Provider Name	WILKES TELEPHONE MEMBERSHIP CORP
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	230510
	499 ID	803832
<b>Data Contact Information</b>	Data Contact Name	Tim Tribble
	Data Contact Phone Number	(336) 973-6164
	Data Contact E-mail	timtribble@myriverstreet.net
<b>Emergency Operations Contact Information</b>	Emergency Operations Name	Jody R. Call
	Emergency Operations Phone Number	(336) 973-6186
	Emergency Operations E-mail	jodycall@myriverstreet.net
<b>Certifying Official Contact Information</b>	Certifying Official Name	Eric S Cramer
	Certifying Official Phone Number	(336) 973-6112
	Certifying Official E-mail	ericcramer@myriverstreet.net

**Data Submitted**

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	WTMC FBBD.csv	May 8, 2019 08:17:31	1910
Fixed Broadband Subscription	WTMC FBBS new_Revised 05-02-19.csv	May 8, 2019 09:24:45	75
Fixed Voice Subscription	WTMC FVS new.csv	May 8, 2019 08:17:31	27

**Fixed Broadband Deployment**

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

State	DBA Name	Technology	Blocks
North Carolina	Wilkes Communications Inc.	Asymmetric xDSL	6
		Optical Carrier/Fiber to the End User	1904
<b>Total</b>			<b>1910</b>



# Fixed Broadband Subscription

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

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
North Carolina	Asymmetric xDSL	1	17	0	17
	Optical Carrier/Fiber to the End User	74	6023	320	6343
<b>Total</b>		<b>75</b>	<b>6040</b>	<b>320</b>	<b>6360</b>

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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
6.000	0.512	17	0	17
10.000	1.000	2128	64	2192
12.000	2.000	2	0	2
25.000	3.000	3071	181	3252
35.000	5.000	1	0	1
50.000	10.000	736	62	798
100.000	10.000	79	11	90
250.000	25.000	5	2	7
1000.000	100.000	1	0	1
<b>Total</b>		<b>6040</b>	<b>320</b>	<b>6360</b>

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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
Asymmetric xDSL	6.000	0.512	17	0	17
Optical Carrier/Fiber to the End User	10.000	1.000	2128	64	2192
	12.000	2.000	2	0	2
	25.000	3.000	3071	181	3252
	35.000	5.000	1	0	1
	50.000	10.000	736	62	798
	100.000	10.000	79	11	90
	250.000	25.000	5	2	7
	1000.000	100.000	1	0	1
<b>Total</b>			<b>6040</b>	<b>320</b>	<b>6360</b>

# 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
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State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
North Carolina	8731	7968	57	0
<b>Total</b>	<b>8731</b>	<b>7968</b>	<b>57</b>	<b>0</b>

**Fixed Voice  
Subscription  
(VGE Lines)**

**VGE Lines Provided to Unaffiliated Providers by State**

State	Wholesale	UNE-L
North Carolina	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**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
North Carolina	8731	7160	1571	620	7348	276	487
<b>Total</b>	<b>8731</b>	<b>7160</b>	<b>1571</b>	<b>620</b>	<b>7348</b>	<b>276</b>	<b>487</b>

**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
North Carolina	8731	8731	0	0	8704	0	0	27
<b>Total</b>	<b>8731</b>	<b>8731</b>	<b>0</b>	<b>0</b>	<b>8704</b>	<b>0</b>	<b>0</b>	<b>27</b>

**Fixed Voice  
Subscription  
(iVoIP)**

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

State	Total	Consumer	Business / Govt
North Carolina	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

**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
North Carolina	57	0	57	57	0	57	0	0	0
<b>Total</b>	<b>57</b>	<b>0</b>	<b>57</b>	<b>57</b>	<b>0</b>	<b>57</b>	<b>0</b>	<b>0</b>	<b>0</b>

(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0028007763 | Data as of: Dec 31, 2018 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Mar 14, 2019 13:56:12

**Filer Identification**

Section	Question	Response
<b>Filer Information</b>	Company Name	Gamewood Technology Group, Inc. d/b/a RiverStreet Networks
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	
	499 ID	830377
<b>Data Contact Information</b>	Data Contact Name	Deanna Wilborne
	Data Contact Phone Number	(434) 799-8407 ext: 128
	Data Contact E-mail	deannawilborne@myriverstreet.net
<b>Emergency Operations Contact Information</b>	Emergency Operations Name	Network Technical Support
	Emergency Operations Phone Number	(434) 799-8407 ext: 3
	Emergency Operations E-mail	support@gamewoodinc.com
<b>Certifying Official Contact Information</b>	Certifying Official Name	Eric Cramer
	Certifying Official Phone Number	(336) 973-6112
	Certifying Official E-mail	ericcramer@myriverstreet.net

**Data Submitted**

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	2018-12-31-FBD.csv	Mar 12, 2019 20:05:55	192
	2018-12-31-ADSL-FBD.csv	Mar 11, 2019 19:03:51	10
	2018-12-31-kqva-fbd.csv	Mar 4, 2019 10:01:40	138
Fixed Broadband Subscription	2018-12-31-FBS.csv	Mar 12, 2019 20:10:26	171
	2018-12-31-ADSL-subscriptions.csv	Mar 11, 2019 19:05:55	10
	2018-12-31-kqva-fbs-raw-processed.csv	Mar 4, 2019 10:03:44	29
Fixed Voice Subscription	2018-12-31-VoIP-subscriptions.csv	Mar 13, 2019 15:11:14	9

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

State	DBA Name	Technology	Blocks
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## Fixed Broadband Deployment

State	DBA Name	Technology	Blocks
North Carolina	KQVA.net	Terrestrial Fixed Wireless	2
Virginia	Gamewood	Asymmetric xDSL	10
		Optical Carrier/Fiber to the End User	171
		Terrestrial Fixed Wireless	21
	KQVA.net	Terrestrial Fixed Wireless	135
Wisconsin	KQVA.net	Terrestrial Fixed Wireless	1
<b>Total</b>			<b>340</b>

## Fixed Broadband Subscription

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

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
North Carolina	Terrestrial Fixed Wireless	3	5	0	5
Virginia	Asymmetric xDSL	10	9	1	10
	Optical Carrier/Fiber to the End User	159	201	192	393
	Terrestrial Fixed Wireless	37	255	27	282
Wisconsin	Terrestrial Fixed Wireless	1	1	0	1
<b>Total</b>		<b>210</b>	<b>471</b>	<b>220</b>	<b>691</b>

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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
0.500	0.250	2	0	2
0.750	0.250	1	0	1
0.750	0.375	5	0	5
0.750	0.750	25	1	26
1.500	0.500	5	2	7
1.500	0.750	1	4	5
1.500	1.500	6	0	6
2.000	1.000	163	8	171
2.500	2.500	0	2	2
3.000	0.500	1	1	2
3.000	0.750	2	1	3
3.000	1.500	9	2	11
3.000	3.000	29	2	31
5.000	5.000	0	4	4

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
6.000	4.000	17	10	27
6.000	6.000	38	9	47
6.500	3.500	0	1	1
8.000	1.000	0	1	1
8.000	4.000	0	1	1
10.000	5.000	0	10	10
10.000	10.000	0	10	10
12.000	4.000	0	3	3
12.000	6.000	0	2	2
14.000	7.000	0	1	1
16.000	2.000	0	1	1
16.000	4.000	0	3	3
16.000	8.000	0	3	3
18.000	5.000	0	2	2
18.000	9.000	0	19	19
20.000	4.000	1	5	6
20.000	10.000	0	5	5
20.000	20.000	0	5	5
25.000	12.000	25	2	27
25.000	25.000	24	25	49
25.000	100.000	0	2	2
30.000	15.000	0	2	2
30.000	30.000	0	1	1
50.000	10.000	0	7	7
50.000	25.000	14	20	34
50.000	50.000	26	5	31
75.000	15.000	0	3	3
75.000	25.000	7	7	14
75.000	30.000	0	1	1
75.000	50.000	0	1	1
75.000	75.000	23	1	24
100.000	25.000	22	7	29
100.000	50.000	0	8	8

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
100.000	100.000	18	1	19
125.000	125.000	2	0	2
150.000	25.000	0	4	4
150.000	50.000	0	1	1
150.000	150.000	5	2	7
200.000	200.000	0	1	1
200.000	400.000	0	1	1
<b>Total</b>		<b>471</b>	<b>220</b>	<b>691</b>

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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
<b>Asymmetric xDSL</b>	0.500	0.250	2	0	2
	0.750	0.250	1	0	1
	0.750	0.375	5	0	5
	3.000	0.500	1	1	2
<b>Optical Carrier/Fiber to the End User</b>	1.500	0.500	5	2	7
	1.500	0.750	1	4	5
	2.500	2.500	0	2	2
	3.000	0.750	2	1	3
	3.000	1.500	9	2	11
	5.000	5.000	0	4	4
	6.000	4.000	17	10	27
	6.500	3.500	0	1	1
	8.000	1.000	0	1	1
	8.000	4.000	0	1	1
	10.000	5.000	0	10	10
	10.000	10.000	0	7	7
	12.000	4.000	0	3	3
	12.000	6.000	0	2	2
	14.000	7.000	0	1	1
	16.000	2.000	0	1	1
16.000	4.000	0	3	3	
16.000	8.000	0	3	3	

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Business /		Total
			Consumer	Govt	
	18.000	5.000	0	2	2
	18.000	9.000	0	18	18
	20.000	4.000	1	5	6
	20.000	10.000	0	5	5
	20.000	20.000	0	5	5
	25.000	12.000	25	2	27
	25.000	25.000	24	22	46
	25.000	100.000	0	2	2
	30.000	15.000	0	2	2
	30.000	30.000	0	1	1
	50.000	10.000	0	7	7
	50.000	25.000	14	20	34
	50.000	50.000	26	5	31
	75.000	15.000	0	3	3
	75.000	25.000	7	7	14
	75.000	30.000	0	1	1
	75.000	50.000	0	1	1
	75.000	75.000	23	1	24
	100.000	25.000	22	7	29
	100.000	50.000	0	8	8
	100.000	100.000	18	1	19
	125.000	125.000	2	0	2
	150.000	25.000	0	4	4
	150.000	50.000	0	1	1
	150.000	150.000	5	2	7
	200.000	200.000	0	1	1
	200.000	400.000	0	1	1
<b>Terrestrial Fixed Wireless</b>	0.750	0.750	25	1	26
	1.500	1.500	6	0	6
	2.000	1.000	163	8	171
	3.000	3.000	29	2	31
	6.000	6.000	38	9	47

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	10.000	10.000	0	3	3
	18.000	9.000	0	1	1
	25.000	25.000	0	3	3
<b>Total</b>			<b>471</b>	<b>220</b>	<b>691</b>

## 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
North Carolina	0	0	1	0
Virginia	0	0	98	73
<b>Total</b>	<b>0</b>	<b>0</b>	<b>99</b>	<b>73</b>

## Fixed Voice Subscription (iVoIP)

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

State	Total	Consumer	Business / Govt
North Carolina	1	0	1
Virginia	98	73	25
<b>Total</b>	<b>99</b>	<b>73</b>	<b>26</b>

### 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
North Carolina	0	0	0	0	0	0	0	0	0
Virginia	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>





(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0003718426 Data as of: Dec 31, 2017 Operations: ILEC Submission Status: Original - Submitted Last Updated: Mar 1, 2018 14:51:45

**Filer Identification**

Section	Question	Response
Filer Information	Provider Name	WILKES TELEPHONE MEMBERSHIP CORP
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	230510
	499 ID	803832
Data Contact Information	Data Contact Name	Tim Tribble
	Data Contact Phone Number	(336) 973-6164
	Data Contact E-mail	timtribble@myriverstreet.net
Emergency Operations Contact Information	Emergency Operations Name	Jody R. Call
	Emergency Operations Phone Number	(336) 973-6186
	Emergency Operations E-mail	Jodycall@myriverstreet.net
Certifying Official Contact Information	Certifying Official Name	Eric S. Cramer
	Certifying Official Phone Number	(336) 973-6112
	Certifying Official E-mail	ericcramer@myriverstreet.net

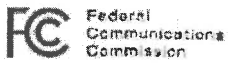
**Data Submitted**

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	WTMC FBBD.csv	Feb 13, 2018 15:16:47	1910
Fixed Broadband Subscription	WTMC FBBS.csv	Feb 16, 2018 13:57:48	96
Fixed Voice Subscription	WTMC FVS.csv	Feb 19, 2018 12:05:00	26

**Fixed Broadband Deployment**

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

State	DBA Name	Technology	Blocks
North Carolina	Wilkes Communications Inc.	Asymmetric xDSL	6
		Optical Carrier/Fiber to the End User	1904
<b>Total</b>			<b>1910</b>



(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0003718426    Data as of: Dec 31, 2018    Operations: ILEC    Submission Status: Revised - Submitted    Last Updated: May 8, 2019 09:33:05

**Filer Identification**

Section	Question	Response
Filer Information	Provider Name	WILKES TELEPHONE MEMBERSHIP CORP
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	230510
	499 ID	803832
Data Contact Information	Data Contact Name	Tim Tribble
	Data Contact Phone Number	(336) 973-6164
	Data Contact E-mail	timtribble@myriverstreet.net
Emergency Operations Contact Information	Emergency Operations Name	Jody R. Call
	Emergency Operations Phone Number	(336) 973-6166
	Emergency Operations E-mail	jodycall@myriverstreet.net
Certifying Official Contact Information	Certifying Official Name	Eric S Cramer
	Certifying Official Phone Number	(336) 973-6112
	Certifying Official E-mail	ericcramer@myriverstreet.net

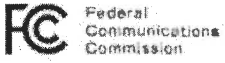
**Data Submitted**

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	WTMC FBBD.csv	May 8, 2019 08:17:31	1910
Fixed Broadband Subscription	WTMC FBBS new_Revised 05-02-19.csv	May 8, 2019 09:24:45	75
Fixed Voice Subscription	WTMC FVS new.csv	May 8, 2019 08:17:31	27

**Fixed Broadband Deployment**

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

State	DBA Name	Technology	Blocks
North Carolina	Wilkes Communications Inc.	Asymmetric xDSL	6
		Optical Carrier/Fiber to the End User	1904
<b>Total</b>			<b>1910</b>



(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0028007763 Data as of: Dec 31, 2018 Operations: Non-ILEC Submission Status: Original - Submitted Last Updated: Mar 14, 2019 13:56:12

**Filer Identification**

Section	Question	Response
Filer Information	Company Name	Gamewood Technology Group, Inc. d/b/a RiverStreet Networks
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	
	499 ID	830377
Data Contact Information	Data Contact Name	Deanna Wilborne
	Data Contact Phone Number	(434) 799-8407 ext: 128
	Data Contact E-mail	deannawilborne@myriverstreet.net
Emergency Operations Contact Information	Emergency Operations Name	Network Technical Support
	Emergency Operations Phone Number	(434) 799-8407 ext: 3
	Emergency Operations E-mail	support@gamewoodinc.com
Certifying Official Contact Information	Certifying Official Name	Eric Cramer
	Certifying Official Phone Number	(336) 973-6112
	Certifying Official E-mail	ericcramer@myriverstreet.net

**Data Submitted**

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	2018-12-31-FBD.csv	Mar 12, 2019 20:05:55	192
	2018-12-31-ADSL-FBD.csv	Mar 11, 2019 19:03:51	10
	2018-12-31-kqva-fbd.csv	Mar 4, 2019 10:01:40	138
Fixed Broadband Subscription	2018-12-31-FBS.csv	Mar 12, 2019 20:10:26	171
	2018-12-31-ADSL-subscriptions.csv	Mar 11, 2019 19:05:55	10
	2018-12-31-kqva-fbs-raw-processed.csv	Mar 4, 2019 10:03:44	29
Fixed Voice Subscription	2018-12-31-VoIP-subscriptions.csv	Mar 13, 2019 15:11:14	9

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

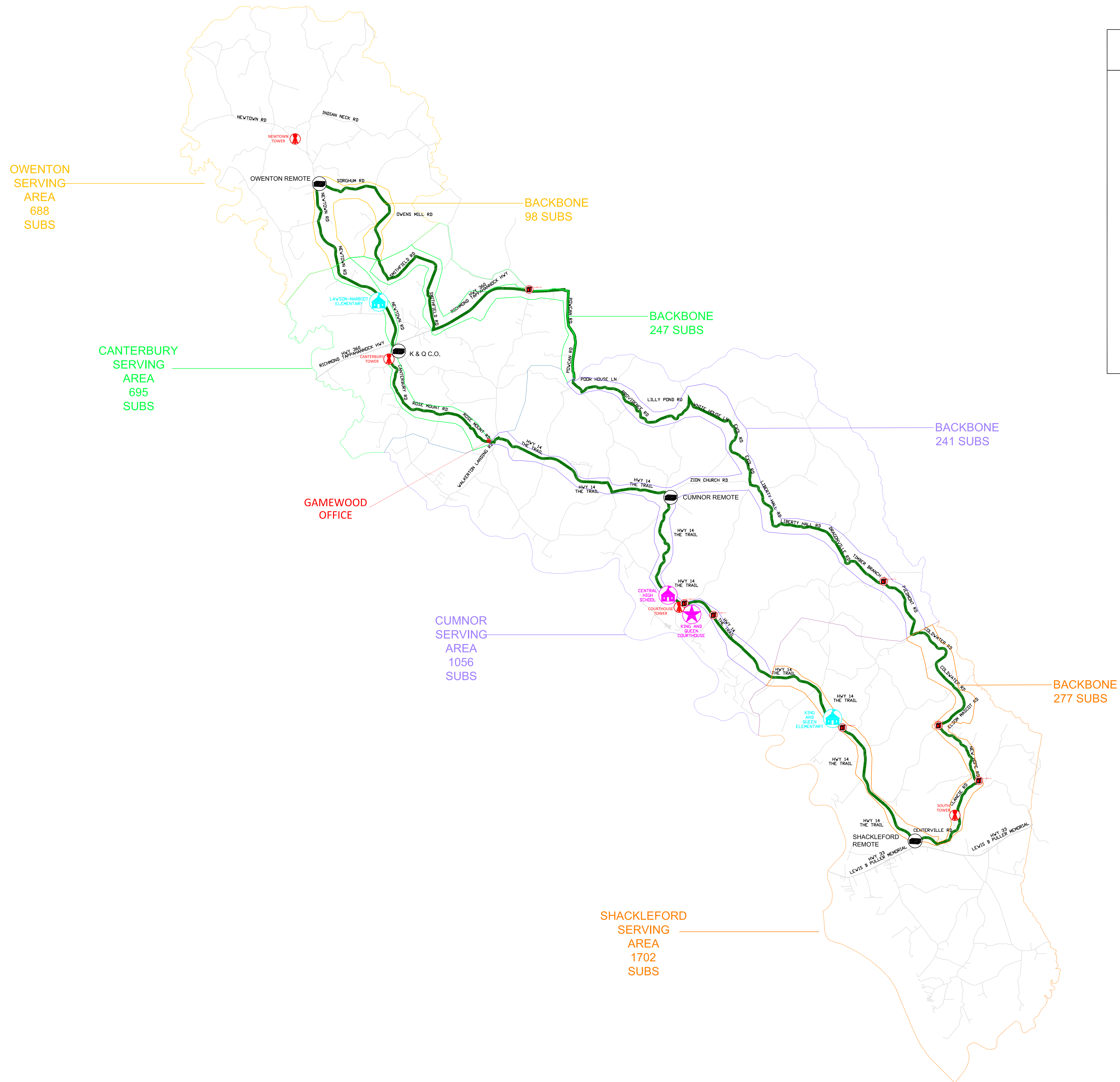
State	DBA Name	Technology	Blocks
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## **PUBLIC NOTICE**








The Board of Supervisors of King and Queen County hereby gives notice of its intent to partner with Riverstreet Communications of Virginia Inc. to submit an application to the Virginia Department of Housing and Community Development for grant funding from the 2020 Virginia Telecommunication Initiative (VATI). The purpose of the grant funding is to provide for the extension of broadband services to areas of King and Queen County where no service exists and those areas not yet funded by the State or Federal Government. The proposed broadband project will consist of construction of a fiber and wireless network to homes and businesses in the County.

The public is invited to submit written or oral comments and/or grievances on the proposed 2020 VATI grant application to the King and Queen County Administrators Office, PO Box 177, King and Queen CH, Va. 23085 or by calling 804-785-5975.

# KING AND QUEEN COUNTY



### LEGEND

-  CELL TOWERS (4)
-  COURTHOUSE
-  ELEMENTARY SCHOOLS (2)
-  HIGH SCHOOLS (1)
-  PON CABINET
-  REMOTE
-  FIBER BACKBONE

RiverStreet Communications of VA  
CAF II Pro Forma  
King & Queen County

Take Rate Per Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	62	186	393	600	807	1,015	1,222	1,429	1,636	1,843	1,988	2,071
	1.5%	4.5%	9.5%	14.5%	19.5%	24.5%	29.5%	34.5%	39.5%	44.5%	48.0%	50.0%
ARPA	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Annual Gross Revenue	\$ 89,446	\$ 268,337	\$ 566,489	\$ 864,641	\$ 1,162,793	\$ 1,460,945	\$ 1,759,097	\$ 2,057,249	\$ 2,355,401	\$ 2,653,553	\$ 2,862,259	\$ 2,981,520
EBITDA Margin	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Operating EBITDA	\$ 67,084	\$ 201,253	\$ 424,867	\$ 648,481	\$ 872,095	\$ 1,095,709	\$ 1,319,323	\$ 1,542,937	\$ 1,766,551	\$ 1,990,165	\$ 2,146,694	\$ 2,236,140
								10%	10%	10%	13%	13%
Revenue Share	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (205,725)	\$ (235,540)	\$ (265,355)	\$ (372,094)	\$ (387,598)
Depreciation Expense	(274,298)	(361,312)	(445,007)	(525,502)	(582,914)	(578,155)	(553,702)	(530,332)	(507,996)	(486,643)	(466,226)	(446,702)
Operating Income	(207,213)	(160,059)	(20,140)	122,978	289,180	517,554	765,621	806,879	1,023,015	1,238,167	1,308,375	1,401,840
	-232%	-60%	-4%	14%	25%	35%	44%	39%	43%	47%	46%	47%
Interest Expense	(167,793)	(153,664)	(138,813)	(123,201)	(106,791)	(89,542)	(71,410)	(52,350)	(32,315)	(16,414)	(5,897)	0
Net Income	(375,006)	(313,723)	(158,953)	(223)	182,389	428,012	694,211	754,529	990,700	1,221,753	1,302,478	1,401,840
	-419%	-117%	-28%	0%	16%	29%	39%	37%	42%	46%	46%	47%
Principal	\$ 276,155	\$ 290,283	\$ 305,135	\$ 320,746	\$ 337,156	\$ 354,406	\$ 372,538	\$ 391,597	\$ 411,632	\$ 205,560	\$ 216,077	\$ -







# MARKETING FOR SUCCESS

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - MARKETING

### DIRECT MAIL - POSTCARD

### DOOR HANGERS



**FULL  
STREAM  
AHEAD**

**RiverStreet  
NETWORKS**



**FIBER  
is here.**

**RiverStreet  
NETWORKS**

**YOUR NEIGHBORHOOD IS NEXT IN LINE FOR  
FIBER.**

RiverStreet Networks is building a fiber network in your area. Experience amazing, reliable technology that will change your life.

**HIGH SPEED INTERNET**  
Up to 1 Gig (1,000 Mbps)

**SECURITY**  
Peace of mind you can trust

**VOICE**  
Crystal clear & reliable

**RESERVE  
YOUR  
SPOT  
TODAY!**



**RiverStreet  
NETWORKS**  
844.238.0131 | [rsinfo@rsnet.org](mailto:rsinfo@rsnet.org)  
[myriverstreet.net](http://myriverstreet.net)

**ALMOST  
THERE...**

**We installed the fiber connection  
outside your home today!**

*There's just one more step left – installation inside. Contact us today to schedule an appointment for a RiverStreet technician to install the fiber connection inside your home. This includes switching all services from your current copper connection and ensuring the WiFi network is up and running.*

**But wait!**

*Don't forget to secure your home with the best security system in town. Call us for a free quote on a complete security solution with monitoring plans as little as \$20/mo.*

**SOMETHING TO  
CELEBRATE!**

In honor of our new office opening in Danbury, we are offering our Stokes customers a FREE Roku TV when you connect your home by bundling our internet TV and phone services! Bundle internet or TV with phone, and receive a free Roku stick!



**FREE ROKU DEVICES WITH BUNDLE!**

[myriverstreet.net](http://myriverstreet.net) | 844.238.0131

\*Offer only available to Stokes customers who sign up for internet, TV and phone services by bundling internet or TV with phone. Offer ends 12/31/16.

**RiverStreet  
NETWORKS**  
105 Sheep Rock Rd Danbury, NC 27016

**RiverStreet  
NETWORKS**

844.238.0131 | [myriverstreet.net](http://myriverstreet.net) | 10/2016-12/16

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIP- MARKETING

### POST CARD MAILING



**Join the Crowd!**  
**BRING FIBER TO YOUR AREA**

*What could fiber do for you?*

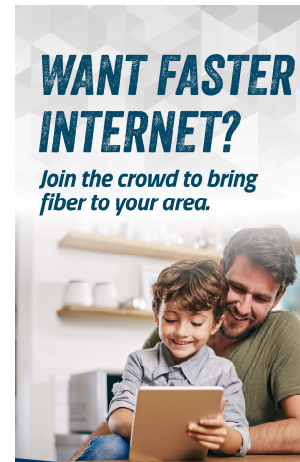
Your electric co-op, in partnership with RiverStreet Networks, wants to bring life-changing fiber internet to your neighborhood if there's demand for it. RiverStreet has decades of experience serving communities with fiber just like ours.

Fiber will deliver a faster, more reliable connection to stream, work from home, game and whatever else you use the internet for. So, join the crowd to bring fiber here. Tell your neighbors too!

Are you ready for fiber?  
[join.buildriverstreet.com](http://join.buildriverstreet.com)

**RiverStreet NETWORKS** Powered by **YourLOGO?**

### VERTICAL BANNER



**WANT FASTER INTERNET?**  
*Join the crowd to bring fiber to your area.*

**Reliable | Fast - 1,000 Mbps! | Unlimited**  
Imagine enough bandwidth for all your devices at once...

[join.buildriverstreet.com](http://join.buildriverstreet.com)

**RiverStreet NETWORKS** Powered by **YourLOGO?**

### DOOR HANGERS



**WANT FASTER INTERNET?**  
*Join the crowd to bring fiber to your area.*

Fiber will deliver a faster, more reliable connection to stream movies, work from home, game and whatever else you use the internet for.

- Reliable, high quality connection
- Faster connection speeds
- Enough bandwidth to use all your devices at once
- Unlimited Internet usage (no data caps!) ...and more!

*Join the crowd to bring fiber here and tell your neighbors too!*

[join.buildriverstreet.com](http://join.buildriverstreet.com)

**RiverStreet NETWORKS** Powered by **YourLOGO?**

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - MARKETING

### BILLBOARDS



### RADIO

Make memories with RiverStreet Networks and enjoy a free month with new internet or upgrade!

Because t'is the season to stream holiday favorites with family and friends! And you'll just have a better experience with RiverStreet Networks.

A free month of internet from RiverStreet Networks. With fiber optic technology everyone gets up to 1 gig.

Offer ends 12/31/2018. Call RiverStreet Networks now at 844-238-0131 or visit online at [myriverstreet.net](http://myriverstreet.net).



# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - UPDATED INTERNET PRICING



**RiverStreet NETWORKS**  
A Division of Public Private Partnerships, Inc.

### RESIDENTIAL PRICING

Reliable. Safe. Fast. High-speed Internet.

#### CHOOSE A PLAN THAT'S RIGHT FOR YOUR FAMILY

Streaming movies to downloading music—no matter how you stay connected, we have the perfect High Speed Internet package for you. Bundles include unlimited data, local phone features, and unlimited long distance. Start saving more when you bundle Internet and Phone Service with RiverStreet Networks. Choose a plan that best fits your family needs and we'll take care of the rest.

\$75	\$90	\$120
Per Month	Per Month	Per Month
Phone Service Included	Phone Service Included	Phone Service Included
<b>25M/5M</b>	<b>50M/10M</b>	<b>100M/10M</b>
<ul style="list-style-type: none"> <li>✓ Unlimited Data</li> <li>✓ 15GB Email with storage</li> <li>✓ 24/7 Tech Support</li> <li>✓ 4 Email Accounts</li> </ul>	<ul style="list-style-type: none"> <li>✓ Unlimited Data</li> <li>✓ 15GB Email with storage</li> <li>✓ 24/7 Tech Support</li> <li>✓ 4 Email Accounts</li> </ul>	<ul style="list-style-type: none"> <li>✓ Unlimited Data</li> <li>✓ 15GB Email with storage</li> <li>✓ 24/7 Tech Support</li> <li>✓ 4 Email Accounts</li> </ul>

844.238.0131 | myriverstreet.net



**OPTI-FI**

### RESIDENTIAL PRICING

Keeping you connected

#### OPTI-FI YOUR HOME WITH A PLAN THAT'S RIGHT FOR YOUR FAMILY

OPTI-FI has a multitude of benefits that are tailored to fit every families needs. From streaming movies to live video chatting—no matter how you stay connected, we have the perfect High Speed Internet plan for you. With our advanced fiber optic network there's nothing off limits.

\$75	\$100	\$200
Per Month	Per Month	Per Month
<b>100M/100M</b>	<b>250M/250M</b>	<b>1GIG/1GIG</b>
<ul style="list-style-type: none"> <li>✓ Unlimited Data</li> <li>✓ Free WIFI</li> <li>✓ Free Phone Service</li> <li>✓ 24/7 Tech Support</li> </ul>	<ul style="list-style-type: none"> <li>✓ Unlimited Data</li> <li>✓ Free WIFI</li> <li>✓ Free Phone Service</li> <li>✓ 24/7 Tech Support</li> </ul>	<ul style="list-style-type: none"> <li>✓ Unlimited Data</li> <li>✓ Free WIFI</li> <li>✓ Free Phone Service</li> <li>✓ 24/7 Tech Support</li> </ul>

**RiverStreet NETWORKS** | Powered by **YourLOGO?**

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - INTERNET PRICING

### FIBER BASELINE PRICING

100M / 100M - \$75+\$5 = \$80

Less Cooperative Discount

**\$70.00**

Less \$9.25 Low Income Lifeline discount

**\$60.75**

### WIRELESS BASELINE PRICING

Up To 25M / 3M - \$50+\$5 = \$55

Less Cooperative Discount

**\$45.00**

Less \$9.25 Low Income Lifeline discount

**\$35.75**

The image displays three pricing cards for internet services, arranged from left to right. Each card is white with a blue border and a blue bar at the bottom. The cards are set against a background of a blue and white geometric pattern.

- Card 1:** \$75 Per Month. 100M/100M. Benefits: Unlimited Data, Free WiFi, Free Phone Service, 24/7 Tech Support.
- Card 2:** \$100 Per Month. 250M/250M. Benefits: Unlimited Data, Free WiFi, Free Phone Service, 24/7 Tech Support.
- Card 3:** \$200 Per Month. 1GIG/1GIG. Benefits: Unlimited Data, Free WiFi, Free Phone Service, 24/7 Tech Support.

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - INTERNET PRICING

### FIBER BASELINE PRICING

100M / 100M - \$75+\$5 = \$80

Less Cooperative Discount

**\$70.00**

Less \$9.25 Low Income Lifeline discount

**\$60.75**

### WIRELESS BASELINE PRICING

Up To 25M / 3M - \$50+\$5 = \$55

Less Cooperative Discount

**\$45.00**

Less \$9.25 Low Income Lifeline discount

**\$35.75**

### WIRELESS TIER II PRICING

Up to 50M / 3M- \$70+\$5 = \$80

Less Cooperative Discount

**\$70**

Less \$9.25 Low Income Lifeline Discount

**\$60.75**

\$75 Per Month	\$100 Per Month	\$200 Per Month
100M/100M	250M/250M	1GIG/1GIG
✓ Unlimited Data	✓ Unlimited Data	✓ Unlimited Data
✓ Free WiFi	✓ Free WiFi	✓ Free WiFi
✓ Free Phone Service	✓ Free Phone Service	✓ Free Phone Service
✓ 24/7 Tech Support	✓ 24/7 Tech Support	✓ 24/7 Tech Support



# AVERAGE COST OF 25/3 SERVICE BY POPULATION DENSITY

Decile	Max Population Density	Mean Lowest Price	Median Lowest Price
1	147,807	\$50.07	\$49.99
2	3,713.81	\$51.78	\$49.99
3	1,658.13	\$53.56	\$49.99
4	649.62	\$54.38	\$49.99
5	274.90	\$56.44	\$50.00
6	129.81	\$58.14	\$59.95
7	74.09	\$59.06	\$60.00
8	44.41	\$60.26	\$63.99
9	24.70	\$61.53	\$60.95
10	9.22	\$68.69	\$64.95

SOURCE: BROADBAND  
NOW

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - BUNDLE PRICING

### Voice Data Plans – Residential Bundle Pricing

Plan	Internet	Voice	SLC	Total
25/3	\$45.00	\$30.00	\$6.50	<b>\$81.50</b>
50/10	\$60.00	\$30.00	\$6.50	<b>\$96.50</b>
100/10	\$90.00	\$30.00	\$6.50	<b>\$126.50</b>
250/25	\$150.00	\$30.00	\$6.50	<b>\$186.50</b>

### Data Only Plans – Residential (includes unlimited voice, features, wireless routing, tech support)

Plan	Internet	Voice	Reg Fee	Total
100/100	\$75.00	\$0.00	\$5.00	<b>\$80.00</b>
250/250	\$100.00	\$0.00	\$5.00	<b>\$105.00</b>
1000/1000	\$200.00	\$0.00	\$5.00	<b>\$205.00</b>

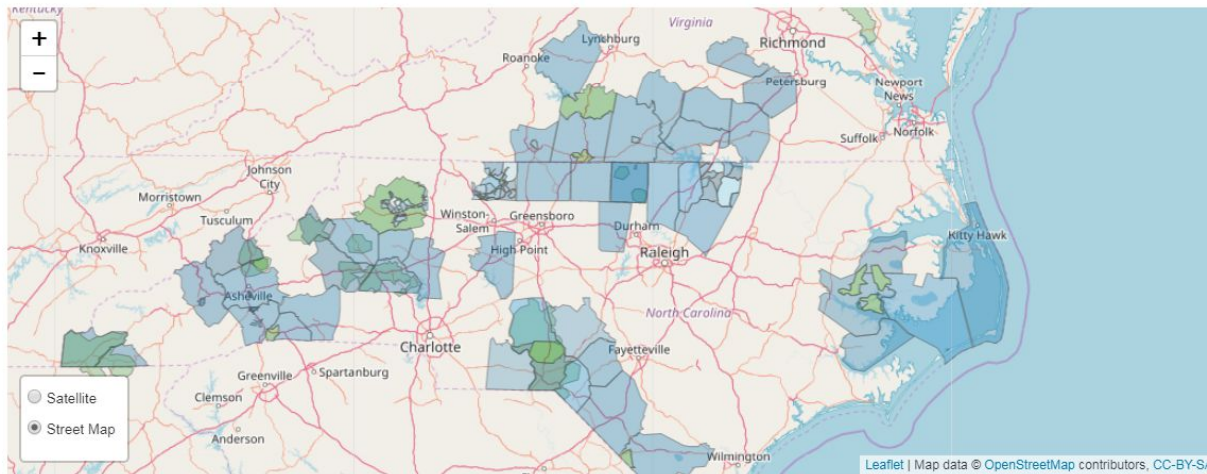
Plan	"Co-op" Discount	Disc Rate	Lifeline Discount*	Lowest Possible
100/100	-\$10.00	<b>\$70.00</b>	-\$9.25	<b>\$60.75</b>
250/250	-\$10.00	<b>\$95.00</b>	-\$9.25	<b>\$85.75</b>
1000/1000	-\$40.00	<b>\$165.00</b>	-\$9.25	<b>\$155.75</b>



## Help extend fiber to your neighborhood!

Register your address, and we'll let you know if you can receive service. Become a supporter and spread the word!

### Service Areas



#### Areas In Service

Areas where service is currently available.

# ACTIVITY DASHBOARD



Eric

Dashboard

Map

Tasks

Addresses

Contacts

Sales

Products

Zones

Documents

Engagement

Users

Settings

Integrations

Support

## Updates

7

0 this month

0 this year

Create new update

## Emails

4,447

132 opened this month

224 opened last month

Create new email

## Direct Mail

0

0 sent this month

0 sent last month

Create new mail

## Leads

2,813

140 this month

190 last month

## Contacts

2,251

25 this month

45 last month

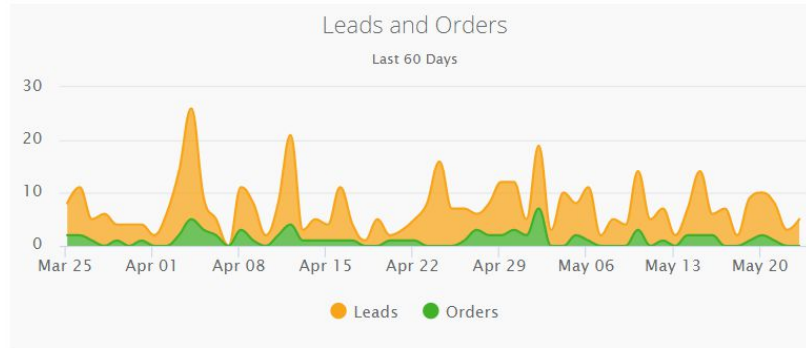
## Orders

1,311

26 this month

41 last month

## Key Trends



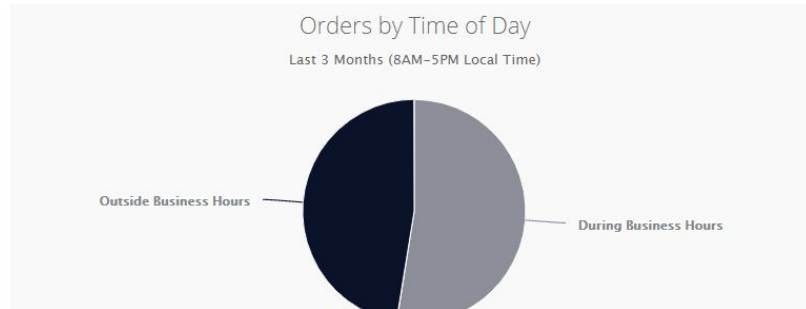
## Lead-to-Order Conversion Rate

19%


Month to date













-18%

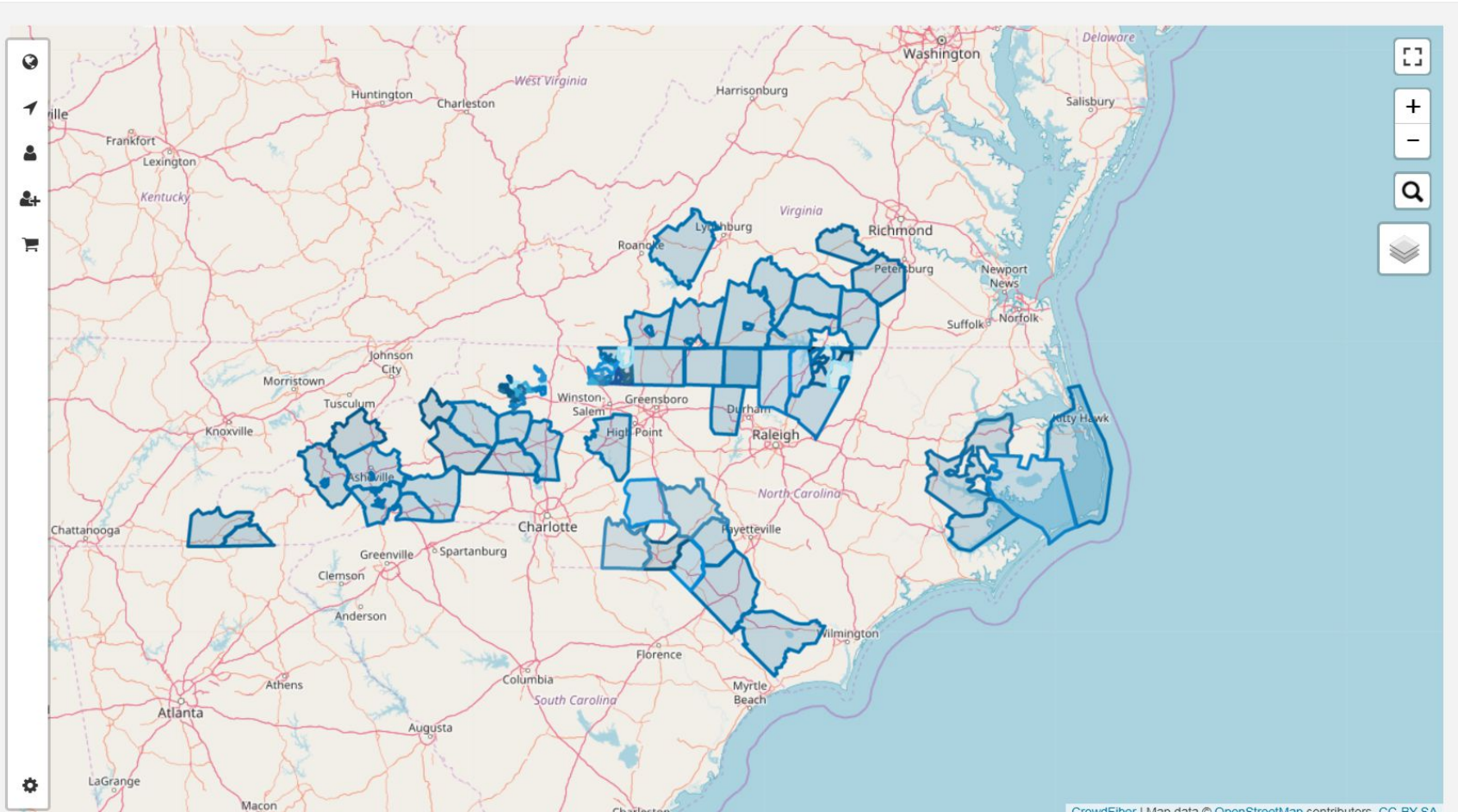
Compared to this time last month



# PRE-REGISTRATION AREAS

 Eric

-  Dashboard
-  **Map**
-  Tasks
-  Addresses
-  Contacts
-  Sales <
-  Products
-  Zones
-  Documents
-  Engagement <
-  Users
-  **Support** <



# CUSTOMER PRE-REGISTRATION MAPPING

The screenshot displays a web application interface for customer pre-registration mapping. The browser address bar shows the URL: [https://join.buildriverstreet.com/campaigns/riverstreet-networks-campaign/site\\_admin/map](https://join.buildriverstreet.com/campaigns/riverstreet-networks-campaign/site_admin/map).

**Navigation and Search:**

- Search bar: Search for something...
- Home Page
- View my open tickets
- Support
- What's New
- Sign out

**Sidebar Menu:**

- Eric (Account Menu)
- Admin Home
- Map (Selected)
- Tasks
- Addresses
- Contacts
- Orders
- Products
- Zones
- Documents
- Engagement
- Users
- Settings

**Map Content:**

The map shows the Hendersonville, NC area, including the following locations and features:

- Airports: Asheville Regional Airport, Six Oaks Airport, Green Creek Airport, Hendersonville Airport, Transylvania County Airport, Fox Haven Plantation STOLport, Wheat Field, and Fairview Airport.
- Highways: US 74, US 74A, US 126, US 176.
- Geographic Features: Green River Gameland, Hendersonville, and various green and brown terrain markers.
- Data Points: Numerous green dots representing customer pre-registration locations are scattered across the map, primarily concentrated around Hendersonville and the Green River Gameland area.

**Map Controls:**

- Map navigation tools (pan, zoom, search, layers).
- Help button (bottom right).
- Map data attribution: Crowdfunder | Map data © OpenStreetMap contributors, CC-BY-SA.
- System clock: 9:58 AM 12/2/2018.

# CUSTOMER SERVICE AND SUPPORT

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - CUSTOMER SUPPORT

### CUSTOMER SERVICE

- Average time to answer a call  
34 seconds
- Average call duration 3.30  
minutes

### TECHNICAL SUPPORT

- Average After Hours Tech  
Support call 10.10 mins
- Average RiverStreet Network  
Support call time is 3.9 mins
- 76% first call trouble  
resolution
- 24% escalated to our Tier II  
or truck Roll
- Outages and duration > .40%
- 99.6% up-time



# RIVERSTREET NETWORKS

PUBLIC PRIVATE PARTNERSHIPS - DISPATCH SUPPORT CALLS

## RESIDENTIAL TROUBLE TICKETS

- Overall average duration from call to completion - 22 hours
- Time to clear a trouble of ticket - 1.25 hours
- Repeat troubles on Copper - 9.3%
- Repeat troubles on Fiber - 3.7%

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - NET PROMOTER SCORE

### % RATED EXCELLENT

- Customer Service - 97%
- Install & Repair - 100%
- Tech Support - 96%

### LIKELIHOOD TO RECOMMEND

- Customer Service - 88%
- Install & Repair - 90%
- Tech Support - 88%

# RIVERSTREET NETWORKS

PUBLIC PRIVATE PARTNERSHIPS - KEY METRICS ON FIBER

**BROADBAND CHURN RATE - .50%**

**GROSS WRITE OFFS - .21%**

**NET WRITE OFFS - .06%**

**ARPA - RESIDENTIAL \$103.54 / BUSINESS - \$241.61**