

# Application to DHCD Submitted through CAMS

West Piedmont PDC

2022 WPPDC East Universal Broadband Project

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**Application ID:** 86508202021102146

**Application Status:** Pending

**Program Name:** Virginia Telecommunications Initiative 2022

**Organization Name:** West Piedmont PDC

**Organization Address:** 1100 Madison St.  
Martinsville, VA 24112

**Profile Manager Name:** Jacob Bullins

**Profile Manager Phone:** (276) 638-3987

**Profile Manager Email:** jbullins@wppdc.org

**Project Name:** 2022 WPPDC East Universal Broadband Project

**Project Contact Name:** Michael Armbrister

**Project Contact Phone:** (276) 638-3987

**Project Contact Email:** marmbrister@wppdc.org

**Project Location:** 1100 Madison St  
Martinsville, VA 24112-3145

**Project Service Area:** Amelia County, Bedford County, Campbell County, Charlotte County, Nottoway County, Pittsylvania County

**Total Requested Amount:** \$87,966,545.00

**Required Annual Audit Status:** Accepted

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$87,966,545.00</b>	<b>\$71,834,459.00</b>	<b>\$159,801,004.00</b>
Construction	\$87,666,545.00	\$71,834,459.00	\$159,501,004.00
Other: Administration	\$300,000.00	\$0.00	\$300,000.00
<b>Total:</b>	<b>\$87,966,545.00</b>	<b>\$71,834,459.00</b>	<b>\$159,801,004.00</b>

### Budget Narrative:

The requested \$87,966,545 of VATI funds are being matched by \$28,009,915 of County funding, \$38,325,081 of RSN funding, and \$5,499,463 of RDOF funds. The funds will be used to build out just over 2,315 miles of fiber to pass 25,493 locations. Approximately \$25,493,000 of RSN's \$38,325,081 matching funds are to cover the estimated connection costs. To capture the expected connection cost a conservative take rate of 40% and estimated cutover expense of \$2,500 per location was used. Therefore, RSN is taking on the cost to connect 10,198 customer locations as part of 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)."

## Questions and Responses:

### 1. Project Description and Need

Describe why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s). Label map: Attachment 1 – Project Area Map.

#### Answer:

The area was selected based on the recent FCC RDOF Auction. The project area includes 14,580 locations awarded to RSN as well as 651 locations awarded to SpaceX in the RDOF I Auction. Additionally, in an effort to ensure universal coverage in the Counties, there are 10,262 unserved locations that were identified through County research using GIS databases, Broadband Surveys, and guidance from VA DHCD. Furthermore, RSN's outside engineering firm use of FCC forms and current technology limitations to assist RSN in submitting two NTIA grants that, if awarded, would reduce the funding request and would re-scope this project. Since the NTIA grant process was so competitive this time it is doubtful that either application would be awarded but if they are then they would decrease the total number of locations in this VATI application. The two NITA grants were submitted for Pittsylvania and Amelia Counties. The following is a breakdown of the locations that may be impacted by an NTIA Grant award; Pittsylvania County - 2,532 RDOF locations & 3,616 unserved, Amelia County - 4,455 unserved. Attachment 1 is an overview of the project area and Attachment 3 will provide close ups of the project area in each county.

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

#### Answer:

According to the FCC 477 filings from June 2020, the companies providing greater than 25/3 Mbps speeds in the counties are shown in the chart below. Several meetings were held with different ISPs and the individual counties or the West Piedmont PDC (WPPDC) to confirm the project areas and confirm there was minimal to no overlap of current providers as well as no overlap of current VATI application areas. The companies involved in these meetings and discussions include; Charter, Shentel, Briscnet, GigaBeam, Empower. Please see the Q2 attachment for more detailed information.

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3. Describe if any areas near the project have received funding from federal grant programs, including but not limited to Connect America Funds II (CAF II), ACAM, ReConnect, Community Connect, and Rural Digital Opportunity Funds (RDOF). If there have been federal funds awarded near the project area(s), provide a map showing these areas, verifying the proposed project area does not conflict with these areas. Do not include areas awarded to satellite broadband providers. Label Map: Attachment 2 – Documentation on Federal Funding Area.

**Answer:**

This project includes the RDOF funding that is being directed to RSN for 14,580 of the project locations and to SpaceX for 651 of the project locations. Contiguous to these project areas RSN will be building out 5,764 CAFII locations. RSN is leveraging the build of these CAFII locations as a means to bring universal coverage to this region. Just like the RDOF locations, these CAFII locations will be FTTH. It is estimated that the CAFII build will cost \$25,282,051 with \$13,368,009 being funded by RSN. Please find attached maps showing the project area with RDOF blocks, CAFII blocks, and the RDOF & CAFII blocks combined. Also located in Attachment 3 you can find close up maps of each County showing the RSN RDOF blocks.

4. Describe if any blocks awarded in Rural Digital Opportunity Fund (RDOF), excluding those awarded to satellite internet service providers, are included in the VATI application area. If RDOF areas awarded to terrestrial internet service providers are included in the VATI application, provide a map of these areas and include information on number of passings in RDOF awarded areas within the VATI application area, and Census Block Group ID number for each block group in the project area. Label Attachment: Attachment 3 – RDOF Awarded Areas Form in VATI Area

**Answer:**

As stated previously, RSN included 14,580 RDOF funded locations in this project area. The passing information has been compiled from each of the Counties. All the requested passing and RDOF location information is included in Attachment 3. The attachment contains a compiled RSN RDOF location listing of the number of residents, businesses, home businesses, community anchors, and non-resident locations in the project area. As well as there is a series of maps showing each of the RSN RDOF blocks color coded for easier identification. Finally, there is a spreadsheet showing all the census blocks by county and the number of locations per block.

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5. **Overlap:** To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An unserved area is defined as an area with speeds below 25/3 mbps and with less than 25% service overlap within the project area for wireless projects and 10% for wireline projects. Describe any anticipated service overlap with current providers within the project area. Provide a detailed explanation as to how you determined the percentage overlap. Label Attachment: Attachment 4 – Documentation Unserved Area VATI Criteria.

**Answer:**

A majority of the project area was selected due to the recent FCC RDOF Auction. All the locations in the RSN and SpaceX RDOF blocks are considered to be unserved by the FCC. Several adjacent locations to those RDOF areas were identified by the Counties as being unserved. The Counties used GIS databases, Broadband Surveys, and guidance from VA DHCD to determine these locations were also unserved. Several of the Counties have ongoing wireless deployments that are failing to meet their expectations when it comes to service levels being provided and coverage areas being served. When questioned, none of the Counties had access to any KMZ or Shapefiles to show their current wireless deployment areas or service levels being provided. Amelia County has a FW project being installed by RSN. The service levels and coverage areas being provided by the equipment being used falls far short of the County's and RSN's expectations. Therefore, RSN has started discussion with TRRC about transitioning the FW project over to FTTH. Based on the poor performance of new wireless equipment installed so far in Amelia County using 4 licensed CBRS spectrum blocks, one would suspect similar performance issues exist in other FW deployments across Virginia. Unfortunately, there are no real good maps showing the actual coverage areas of fixed wireless deployments in this project area. The maps that do exist appear to be overstated propagation studies that don't show the true service and coverage levels being supplied. Therefore, we will need to address any overbuilding of wireless providers once they provide accurate mapping data, shapefile, and RSSI levels during the challenge process. Additionally, RSN's outside engineering firm used FCC forms and current technology limitations to determine unserved locations in Amelia and Pittsylvania County. As mentioned earlier, this engineering effort was done in preparation of recently submitted NTIA grants. The NTIA Grant process is extremely competitive and if either are awarded then those locations will be removed from our VATI application. Here is a breakdown of the locations that may be impacted by an NTIA Grant award; Pittsylvania County - 2,532 RDOF locations & 3,616 unserved, Amelia County - 4,455 unserved.

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6. Total Passings: Provide the number of total serviceable units in the project area. Applicants are encouraged to prioritize areas lacking 10 Megabits per second download and 1 Megabits per second upload speeds, as they will receive priority in application scoring. For projects with more than one service area, each service area must have delineated passing information. Label Attachment: Attachment 5 – Passings Form.
- Of the total number of VATI passings, provide the number of residential, business, non-residential, and community anchors in the proposed project area. (Up to 10 points for businesses and community anchor institutions)
  - If applicable, of the total number of RDOF passings, provide the number of residential, business, non-residential, and community anchors in the proposed project area.
  - If applicable, provide the number of passings that will require special construction costs, defined as a one-time fee above normal service connection fees required to provide broadband access to a premise. Describe the methodology used for these projections.
  - If applicable, provide the number of passings included in the application that will receive broadband access because special construction costs have been budgeted in the VATI application. Describe the methodology used for determining which passings with special construction costs were budgeted in the application.
  - Provide the number of passings in the project area that have 10/1 mbps or less. Describe the methodology used for these projections. (up to 15 points)

**Answer:**

- Based on information from the Counties and engineering estimates, here is a breakdown of the 25,493 passes by VATI category; Residential – 24,633, Business – 422, Home Business – 168, Community Anchors – 56, Non-Residential – 214
- Of the 25,493 locations in the application, 14,580 fall into RSN's RDOF areas. Using the same methodology as that used for 6a, here is breakdown of those locations by VATI category; Residential – 13,971, Business – 263, Home Business – 158 (mainly farms), Community Anchors – 48, Non-Residential – 140.
- RSN extends fiber drops to locations up to 2,000 feet from the main fiber run that is located in the VDOT right of way/easement. A very high percentage of the passing normally fall into this "Standard Install" group which is covered by RSN and an estimated 40% take rate is included in this application as part of their match funding. It is estimated that out of the 25,493 locations passed that 24,304 will fall within RSN's 2,000' standard install distance and 1,189 or 4.66% will require "long drop" fees. Any additional fiber needed to run beyond the 2,000 feet is currently charged to the customer at the rate of \$1.00 per foot. Additionally, RSN will not charge any extension or long drop fees for those locations that are certified by the State, County, or PDC as being LMI.
- RSN is not sure how many of the estimated 1,189 long drop locations will qualify as LMI residents, but those who do will be installed at no additional charge to the home owner. Since that number is unknown at this time, RSN decided to not set aside any construction budget from their match but instead made a policy change to cover the cost of LMI long drops either internally or through other grant mechanisms if available in the future.
- Keeping in mind that most of the locations being passed are in RDOF areas and therefore should fall in the category of less than 25/3 but greater than 10/1. Unfortunately, only Pittsylvania County was able to provide the passings based on less than 10/1. According to their records there are 7,988 locations in this VATI application that have less than 10/1 service. The breakdown of these locations by VATI category; Residential – 7,713, Business – 121, Home Business – 50, Community Anchors- 16, Non-Residential – 88.

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7. **For wireless projects only:** Please explain the ownership of the proposed wireless infrastructure. Please describe if the private co-applicant will own or lease the radio mast, tower, or other vertical structure onto which the wireless infrastructure will be installed.

**Answer:**

NA - Not a wireless project.

8. **Speeds:** Describe the internet service offerings, including download and upload speeds, to be provided after completion of the proposed project. Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate. List the private co-applicant's tiered price structure for all speed offerings in the proposed project area, including the lowest tiered speed offering at or above 25/3 mbps. (up to 10 points)

**Answer:**

RSN plans on using our new OPTi-Fi residential pricing for this project. The plan contains three fully symmetrical Internet speeds; 100/100 Mbps, 500/500 Mbps, 1/1 Gbps with no data caps. All three packages have an add-on option of VOIP phone line for \$29.95 with multiple calling features as well as local and continental US long distance calls included. The Internet only packages are priced as follows; \$90, \$110, \$130 with a \$5 recovery fee. The proposed FTTH pricing is comparable to the rates in the FCC's 2021 Urban Rate Survey. In the FCC survey, the average Urban rate for 100 Mbps / 100 Mbps service is \$102.80 and the average Urban rate for 1 Gbps/ 1 Gbps service is \$120.26. The FTTH service is priced competitively and affordably. This will benefit the local community greatly especially because the median income for households in New Kent County. Further, the importance of affordable broadband is heightened when you examine the poverty levels throughout each of the Counties and find that they are typically above the state average of 9.9%. To reduce the cost of these service packages there are a couple discounts that can be applied; LMI/Loyalty Discounts, \$9.25 life discount. RSN will participate in the EBB (Emergency Broadband Benefit) program to provide additional savings to low income individuals and families. Additionally, RSN is also participating in "Long Loop" programs to eliminate the costs to LMI households that fall beyond our free standard installation service which covers up to a 2,000' fiber drop.

9. **Network Design:** Provide a description of the network system design used to deliver broadband service from the network's primary internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Provide a detailed explanation of how this information was determined with sources. Provide information on how capacity for scalability, or expansion, of how the network can adapt to future needs. If using a technology with shared bandwidth, describe how the equipment will handle capacity during peak intervals. For wireless projects, provide a propagation map for the proposed project area with a clearly defined legend for scale of map. Label Map: Attachment 6 – Propagation Map Wireless Project.

**Answer:**

This is a totally new FTTH project with the only existing network components being the Internet access points that currently exist in each County. RSN plans to use an XGS-PON FTTH access vendor such as Calix, DZS, or Adtran. The proposed technology allows a rate of up to a symmetrical 10Gbps Down/10Gbps Up IP transport of voice, broadband, and OTT video between the Applicant's Host office and the customer premise. The Applicant proposes initially using XGS-PON FTTH architecture fed from splitter cabinets for last mile access. This architecture can be upgraded to NG-PON2, delivering up to 40G service and beyond, as needed in the future. The PON splitters will have a maximum of a 1:32 split on an all-fiber plant that extends no more than 32km from the OLT's. Most deployments will have a much lower ratio. Extra fibers will be left at every splitter cabinet to allow for any additional type of service that may be required by the government or business. Redundant Core and Aggregation Routers will be deployed as needed. The middle mile data is uplinked to the Internet at several locations. 40 Gbps access across a 100 Gbps connection to Cogent is provided at the Gretna Host office location with an additional 40 Gbps access via a different vendor is planned. All Internet traffic is terminated to the Pixel Factory on two separate routes. Where possible, all the equipment sites will be served with separate multiple 10G IP ringed transport fibers. XGS-PON ONT's and WiFi routers will be placed at the customer premise with the ability to upgrade as needed. The customers will be provided with the option of either an indoor or outdoor ONT.

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10. Explain how the proposed project achieves universal broadband coverage for the locality or fits into a larger plan to achieve universal broadband coverage for the locality. If applicable, explain the remaining areas of need in the locality and a brief description of the plan to achieve universal broadband coverage. (up to 50 points)

**Answer:**

In an effort to ensure universal coverage in the project counties, this project will build out all the unserved locations identified by the Counties and FCC in the recent RFOF auction except for those RDOF or unserved areas being built by other ISPs. In addition to the areas covered by RDOF funding, The Counties have been working with their PDCs, DHCD, and others to identify any unfunded unserved locations that can be added to the project application as well as other applications in an effort to reach universal coverage. Upon completion of the proposed FTTH Broadband Grant project locations in the proposed service areas will have access to significantly greater broadband speeds at affordable rates.

11. **Project Readiness**

Describe the current state of project development, including but not limited to: planning, preliminary engineering, identifying easements/permits, status of MOU or MOA, and final design. Prepare a detailed project timeline or construction schedule, identifying specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Applicants must include Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) between applicants (drafts are allowable). Label Attachments: Attachment 7 – Timeline/Project Management Plan; Attachment 8 – MOU/MOA between Applicant/Co-Applicant; (up to 20 points)

**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 7 contains the 36-month project timeline broken down into major components and sub tasks. Attachment 8 are copies of the MOUs executed between RSN and each County. If the VATI Grant is awarded then each County and RSN will enter a formal agreement/contract in conjunction with the VA DHCD contract with WPPDC for this project.

12. Has the applicant or co-applicant received any VATI grants? If so, provide a list of these grants, with a detailed summary of the status of each.

**Answer:**

RiverStreet has received VATI funding for two FTTH projects in King and Queen County and one fixed wireless project in Patrick County. Phase 1 of the KQ FTTH project is well underway and expected to be completed in the last quarter of this year. Phase 2 of the KQ FTTH project was just awarded VATI funding and it is currently in the engineering phase. The final VATI contract and RDOF addendum was just signed by VA DHCD and the County. With the finalization of these documents, VATI Phase II construction can begin in King and Queen County. RSN also has a fixed wireless project in Patrick County that was funded by VATI. However this project has had to be extended due to issues with one of the key tower sites. Additionally, RSN recently acquired CBRS spectrum in the County. These two factors and others have caused RSN to have the proposed wireless network redesign by an external engineering firm. While this is being done, RSN is trying to see if the awarded RDOF funds and a VATI grant could instead be used to build out a FTTH network in the proposed wireless project area. WPPDC has not received any VATI grants.

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13. Matching funds: Complete the funding sources table indicating the cash match and in-kind resources from the applicant, co-applicant, and any other partners investing in the proposed project (VATI funding cannot exceed 80 percent of total project cost). In-kind resources include, but are not limited to: grant management, acquisition of rights of way or easements, waiving permit fees, force account labor, etc. Please note that a minimum 20% match is required to be eligible for VATI, the private sector provider must provide 10% of the required match. If the private co-applicant cash match is below 10% of total project cost, applicants must provide financial details demonstrating appropriate private investment. Label Attachments: Attachment 9 - Funding Sources Table; Attachment 10 – Documentation of Match Funding

**Answer:**

The total FTTH construction cost to pass the 25,493 locations in this project is \$159,801,004 RSN is bringing in \$5,499,463 in RDOF funds to build out the project area as well as \$12,832,081 in cash and loans. Additionally, RSN is estimating \$25,493,000 in additional funding to connect up to 40% of the locations passed. The Counties are supplying an additional \$28,009,915 in matching funds against the requested \$87,966,545 in VATI Grant funds.

14. Leverage: Describe any leverage being provided by the applicant, co-applicant, and partner(s) in support of the proposed project. (up to 10 points)

**Answer:**

In addition to the \$5,499,463 in RDOF funding that is being leveraged in this application, RSN is committed to supplying up to \$38,325,081 in matching funds to cover portions of the build as well as the estimated cutover costs to connect 40% of the locations passed. Also, RSN will cover the standard installation costs for any locations above our estimated 40% take rate. Additionally, to the RSN match, the Counties are providing \$28,009,915 in matching funds. During this proposed VATI project RSN plans to build out 5,764 CAF II locations across four of the Counties; Bedford, Campbell, Charlotte, Pittsylvania. This project will be supported by \$11,924,042 CAF II Grant Funds and \$13,368,009 in RSN matching funds.

15. Marketing: Describe the broadband adoption plan.

a. Explain how you plan to promote customer take rate, including marketing activities, outreach plan, and other actions to reach the identified serviceable units within the project area. Provide the anticipated take rate and describe the basis for the estimate. (up to 10 points)

b. Describe any digital literacy efforts to ensure residents and businesses in the proposed project area sufficiently utilize broadband. Please list any partnering organizations for digital literacy, such as the local library or cooperative extension office.

**Answer:**



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a. 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, our conservative estimates are based on customers not being connected to the network until the final build out stages in year three. Fortunately, network engineers are forecasting that end users could be connected early than the total completion of the FTTH project. Previously RSN has used a conservative take ratio of 30%, however since the COVID 19 Pandemic RSN and other ISPs have seen much higher take rates above 60% in rural areas. Therefore, RSN has adjusted their take rate up from 30% to 40%. This new take rate is still very conservative based on the ongoing pandemic. To assist with the acquisition of customers, RSN has an 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](http://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 offers a "Loyalty Discount" and "Lifeline Discount" which can lower the service costs upto of \$14.25 per month. RSN is signing up for EBB (Emergency Broadband Benefit Program ) to provide additional savings to low income individuals and families. Additionally, RSN is also participating in "Long Loop" programs to eliminate the costs to LMI households that fall beyond our free standard installation service which covers up to a 2,000' fiber drop. Information on RSN's marketing plans and Crowd Fiber tool has been added as an attachment.

b. In the past RSN has worked with local Community Colleges and local library systems to set up digital literacy programs in areas with very rural communities. These programs are often based on the community's needs and wants. RSN plans to work with each of the Counties to conduct advertising and outreach specifically targeted to reach low-income subscribers as a means of promoting digital literacy and discount options available to low-income households in the proposed grant service area.

In addition, digital literacy efforts are planned or already underway across the project region with various partners supporting educational efforts, including the public school systems, public library systems, and community groups. In the West Piedmont Planning District Commission (WPPDC) localities, WPPDC has been working with chambers of commerce and other partners to develop an ecommerce and social media training program for small businesses. During the project, WPPDC staff will support efforts in the project area with marketing and to share best practices to encourage digital literacy.

A specific example of digital literacy efforts in the project area is the Campbell County Public Library System (CCPLS), that serves as a hub for digital literacy and equity efforts throughout the County. Working through their four branches CCPLS provides a range of digital literacy programs and services. For adults, CCPLS offers a menu of in-person technology classes, including basic computer and internet literacy, intro courses for popular software programs (such as Microsoft Word, Excel, and PowerPoint), and intro courses for common social media platforms (Facebook, Twitter, etc). Our "How to Delete Yourself from the Internet" dives into privacy concerns on the web and teaches patrons how to protect their personal information. For those that wish to take courses online, CCPLS subscribes to a service called Universal Class, which offers online, self-paced instructor facilitated courses, including the Google suite and computer programming. A menu is available here: <https://campbellva.universalclass.com> One-on-one assistance with a Librarian is available to the public by appointment for basically any technology, device, or digital literacy topic and is tailored to the individual patron's needs. For children, CCPLS offers a monthly STEAM after-school program at each branch called, Labrary. This program regularly incorporates Spheros, which allows children to experiment with coding using a friendly app based user interface.

16. Project Management: Identify key individuals who will be responsible for the management of the project and provide a brief description of their role and responsibilities for the project. Present this information in table format. Provide a brief description of the applicant and co applicant's history and experience with managing grants and constructing broadband communication facilities. Please attach any letters of support from stakeholders. If the applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality. Attachment 11 – Letters of Support.

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## NAME, TITLE, PROJECT DUTIES

Michael Armbrister, WPPDC POC/Applicant, Oversees all aspects of project

Jacob Bullins, WPPDC Finance Director, Manages financial aspects of WPPDC grants

County POC - 1 per County, TBD, On project team & Co. liaison

Eric Cramer, RSN CEO, Directs all RSN activities

Jody Souther, RSN VP of Engineering, Oversees outside plant planning & construction

Kimberly Johnson, RSN CFO, Manages project's accounting & record keeping

Amanda Perry, RSN VP of Sales & Marketing, Oversees project marketing & advertising efforts

Greg Coltrain, RSN VP of Business Development, Acts as a liaison between the PDC, Counties, and RSN

TBD, RSN Project Manager, Oversees the day to day project activities of RSN & Outside Engineering Firm

TBD, Engineering & Construction Project Manager, Oversees the day to day project activities of construction subcontractors

RiverStreet Networks of Virginia is a wholly-owned subsidiary of Wilkes Telephone Membership Corporation (WTMC) and is headquartered in Wilkesboro, NC. WTMC a rural membership cooperative formed in 1951 under Chapter 117 of the North Carolina General Statute and operates an all FTTH broadband network in and around Wilkes County, in Western North Carolina. It obtained a \$25M 70/30 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 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. After a successful merger in 2018 with Tri-County Telephone Membership Corporation (TCT), WTMC now serves portions of Beaufort, Hyde and Washington Counties with an all FTTH broadband network in Eastern North Carolina. Due to multiple acquisitions and organic growth, RiverStreet Networks has grown from 8,000 broadband customers in 2015 to just over 30,000 customers a short six years later in 2021. Just as it's parent cooperative was chartered to serve the unserved years ago, RiverStreet has sought out to do the very same thing with broadband. RiverStreet believes broadband service plays a vital role in the economic growth of rural communities and should be afforded to everyone. 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. 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. In 2019 & 2020, RSN received over \$32 Million in CAF II funding and \$48 Million in USDA Loans to expand broadband services in VA and NC. In 2021, RSN is finalizing their FCC long form to secure over \$40 million in grant funds to pass 25,593 locations in rural Virginia with FTTH services.

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## 17. Project Budget and Cost Appropriateness

Budget: Applicants must provide a detailed budget that outlines how the grant funds will be utilized, including an itemization of equipment, construction costs, and a justification of proposed expenses. If designating more than one service area in a single application, each service area must have delineated budget information. For wireless projects, please include delineated budget information by each tower. Expenses should be substantiated by clear cost estimates. Include copies of vendor quotes or documented cost estimates supporting the proposed budget. Label Attachments: Attachment 12 – Derivation of Costs; Attachment 13 - Documentation of Supporting Cost Estimates. (up to 10 points)

### Answer:

The attached derivation of cost, Attachment 12, is broken down by County. There are 6 major cost categories; Engineering Design, Staking & Permits; Fiber per mile; Drops; Access & Switching Equipment; Remote Buildings & Cabinets; PDC Admin Fee. Each of these categories are totaled for each County. Additionally, these categories are broken down into funding mechanisms; VATI, County, RDOF, RSN Fiber Match, RSN Drop/Connection Match. These categories and funding mechanisms are not only totaled by the County but they are also totalled for the entire project area. Additionally, there are several documents from different contractors and suppliers of current Purchase Order and Invoices from ongoing RSN FTTH projects that make up Attachment 13. These documents provide the foundation for the price per mile, per connection, and per build requirements that were used by RSN's internal team and their external engineering firm to determine the costs to build in each of the counties.

18. The cost benefit index is comprised of state cost per unit passed. Individual cost benefit scores are calculated and averaged together to create a point scale for a composite score. Provide the following:
- Total VATI funding request
  - Number of serviceable units (up to 125 points)

### Answer:

- Total VATI funding request  
  
\$87,966,545
- Number of serviceable units (up to 125 points)  
  
Full Credit - 25,493 or \$3,451 per location  
  
50% per RDOF passing - 18,203 or \$4,833 per location  
  
25% per RDOF passing - 14,558 or \$6,043

## 19. Commonwealth Priorities (Up to 40 points)

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

- Businesses, community anchors, or other passings in the proposed project area that will have a significant impact on the locality or region because of access to broadband.
- Unique partnerships involved in the proposed project. Examples include electric utilities, universities, and federal/state agencies.
- Digital equity efforts to ensure low to moderate income households in the proposed project area will have affordable access to speeds at or above 25/3 mbps.

# Application to DHCD Submitted through CAMS

West Piedmont PDC

2022 WPPDC East Universal Broadband Project

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## Answer:

a. The project will result in 24,633 new residential passings, 422 new business passings, 168 new in-home business passings, 56 new community anchor passings, and 214 new non-residential passings[GU1] across the regional project area. There are numerous significant impacts and benefits of this project, including the educational benefit of residential connections for public school and higher education students. The strong need for residential broadband access cannot be understated after the impacts of the Covid-19 pandemic on educational institutions.

The economic impact of this project is also significant. Bedford Economic Development Director Pam Bailey insists, when attracting businesses to the county, broadband is a critical part of the infrastructure companies expect to have readily available. Bedford County is one of the fastest growing localities in Virginia, yet only certain pockets are available to be developed for business due to lack of quality, high-speed internet. This is true in all the counties partnering in this project.

The project will also connect a significant number of farms, forest product operations, and agricultural facilities, which will not only enhance existing operations, but also position the region's producers and growers to implement new technologies and processes. For example, by receiving access to broadband, Trout River Lumber and Colonial Forest Products in Nottoway County, will experience an expansion of markets in an economy which is continually evolving.

Finally, by providing broadband access to community facilities and churches, it is anticipated that information concerning public sector programs, job opportunities, and access to medical care, not readily available at the present time in many parts of the regional project area, may become available for low-income individuals and those with limited access to transportation who need services. Furthermore, broadband availability in currently unserved areas will enhance services and communications for public safety and emergency services personnel across the region.

RSN will continuously work with county officials to identify any additional businesses, community anchors, or other passings not included in the initial project plan that will have significant impact on the community by providing access to high-speed internet.

b. This project represents a unique public-private partnership between six counties in central and southern Virginia, with a mix of rural and urban communities; an internet service provider with over 60 years of providing services to diverse communities, including many rural localities; and one of Virginia's planning district commissions, West Piedmont. The creation of this project and grant application is a testament to the strong relationship that developed among these partners.

RSN is partnering with West Piedmont PDC on this application in an effort to help ensure universal broadband coverage in the region. RSN is also partnering with another company that is working with a local institution of higher learning to formulate a fiber installation and maintenance program. This program will focus on the training of veterans on installing and maintaining fiber networks that will not only be installed by RSN, but by other companies as well. RSN expects a public announcement of these plans in the coming months and looks forward to assisting these groups with formulating and creating the training programs, which will not only assist our efforts, but will benefit the local community, region, and State.

There are also many sub-partners in this project, including several of Virginia's community colleges, public school systems, public libraries, economic developers, and businesses and industries. The importance of this project is evident in the letters of support from the many sub-partners that understand the critical need for broadband access in the regional project area.

c. To ensure that all members of the community are able to benefit from the service, RSN has low-income discounts through the FCC Lifeline Program and plans on participating in the EBB program. Additionally, RSN will waive any long loop fees to install LMI customers who live beyond their free standard installation distance of 2,000'. Finally, RSN plans to work with each of the Counties to conduct advertising and outreach specifically targeted to reach low-income subscribers as a means of promoting digital literacy and discount options available to low-income households in the proposed grant service area.

# Application to DHCD Submitted through CAMS

West Piedmont PDC

2022 WPPDC East Universal Broadband Project

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## 20. Additional Information

Provide the two most recent Form 477 submitted to the FCC, or equivalent, as well as point, polygon, and, for wireless providers, RSSI shapefiles for the project area **in .zip file form**. With attachments 17 through 20, attach any other information 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 - Point and Polygon shapefiles, in.zip file form, showing proposed passings and project area
- c. Attachment 16 - For wireless applicants: shapefiles, in .zip file form, indicating RSSI projections in the application area
- d. Attachment 17 – XXXXXXXX
- e. Attachment 18 – XXXXXXXX
- f. Attachment 19 – XXXXXXXX
- g. Attachment 20 – XXXXXXXX

### Answer:

Attachment 17 - RiverStreet Networks Marketing Plan

Attachment 18 - Q2 List of Existing Providers and Speeds

### Attachments:

Map(s) of project area, including proposed infrastructure

Attachment1ProjectAreaMap9132021111208.pdf

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

Attachment2DocumentaionoffederalFunding9132021111221.pdf

RDOF Awarded Areas included in VATI Application (Use template provided)

Attachement3RDOFAwardedAreasIncludedinVATIApplicationWPPDCEast913202115055.pdf

# Application to DHCD Submitted through CAMS

West Piedmont PDC

2022 WPPDC East Universal Broadband Project

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Documentation that proposed project area is unserved based on VATI criteria

Attachment4DocumentationofUnservedAreasVATICriteria9132021111538.pdf

Passings Form (Use template provided)

Attachment5PassingFormWPPDCEast913202115905.pdf

Timeline/Project Management Plan

Attachment7TimelineProjectManagementPlanWPPDCEast913202143427.pdf

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

WPPDCEASTMOUs913202151317.pdf

Funding Sources Table (Use template provided)

VATIFundingSourcesTable924201893323913202130722.pdf

Documentation of Match Funding

MatchDocumentation913202130853.pdf

Letters of Support

WPPDCEastLettersofSupport9132021114736.pdf

Derivation of Cost/Project Budget (Use template provided)

DerivationofCostsWPPDCEastApplication913202131129.pdf

Documentation of Supporting Cost Estimates

Attachment13DocumentationofSupportingCostEstimates9132021111901.pdf

Two most recent Form 477 submitted to the FCC or equivalent

Attachment14TwomostrecentForm4779132021111911.pdf

Point and Polygon shapefiles, in.zip file form, showing proposed passings and project area

EASTPDC913202130943.zip

# Application to DHCD Submitted through CAMS

West Piedmont PDC

2022 WPPDC East Universal Broadband Project

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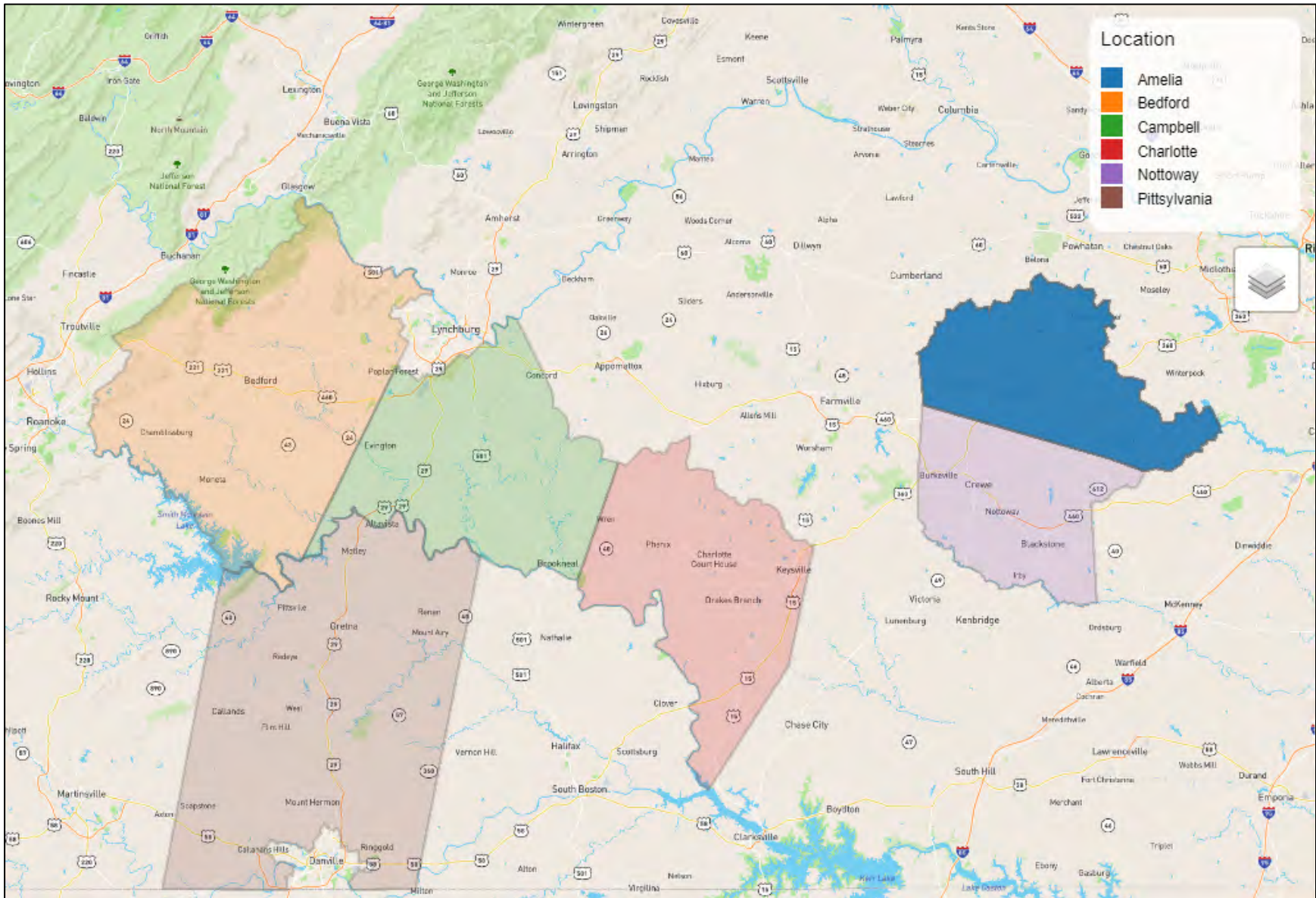
Optional

Attachment15RSNMarketingMaterials9132021111951.pdf

Optional

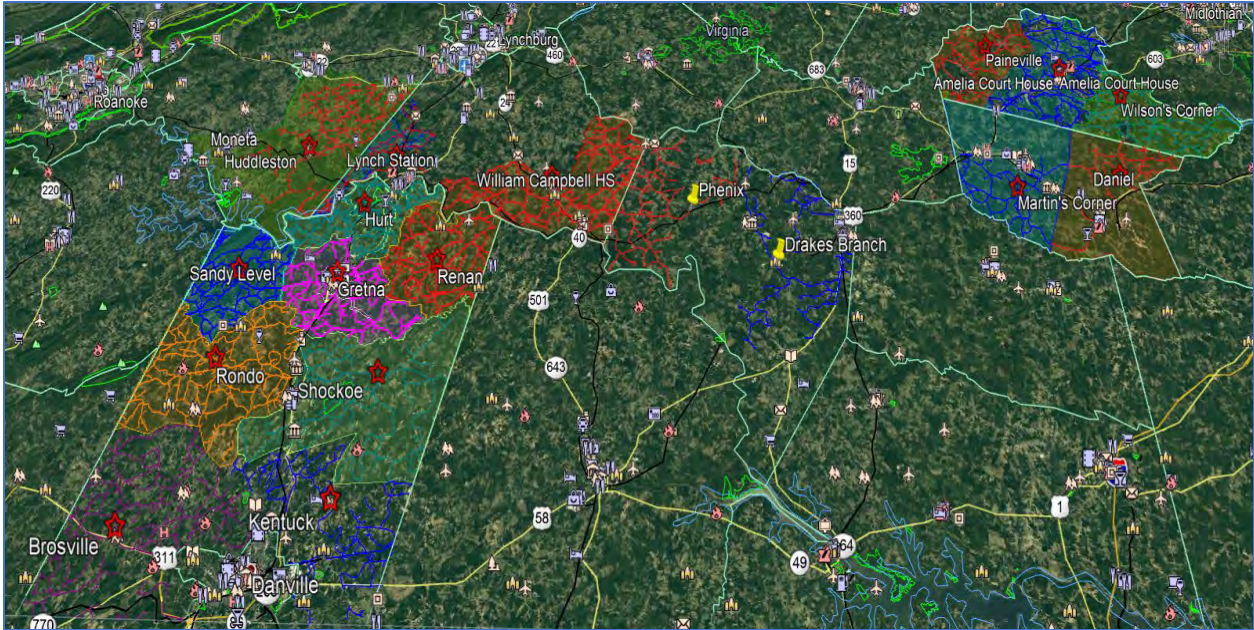
Q2ProvidersSpeedsAttachment9132021112029.pdf

# WPPDC East Project Area

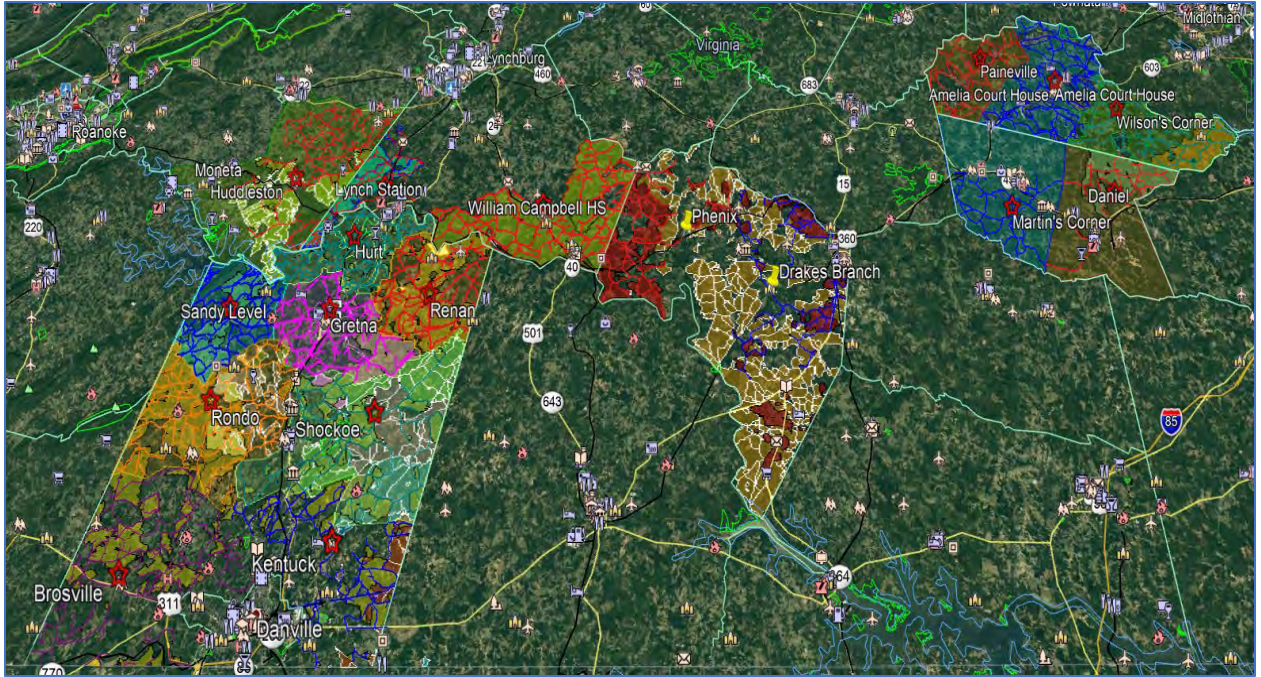




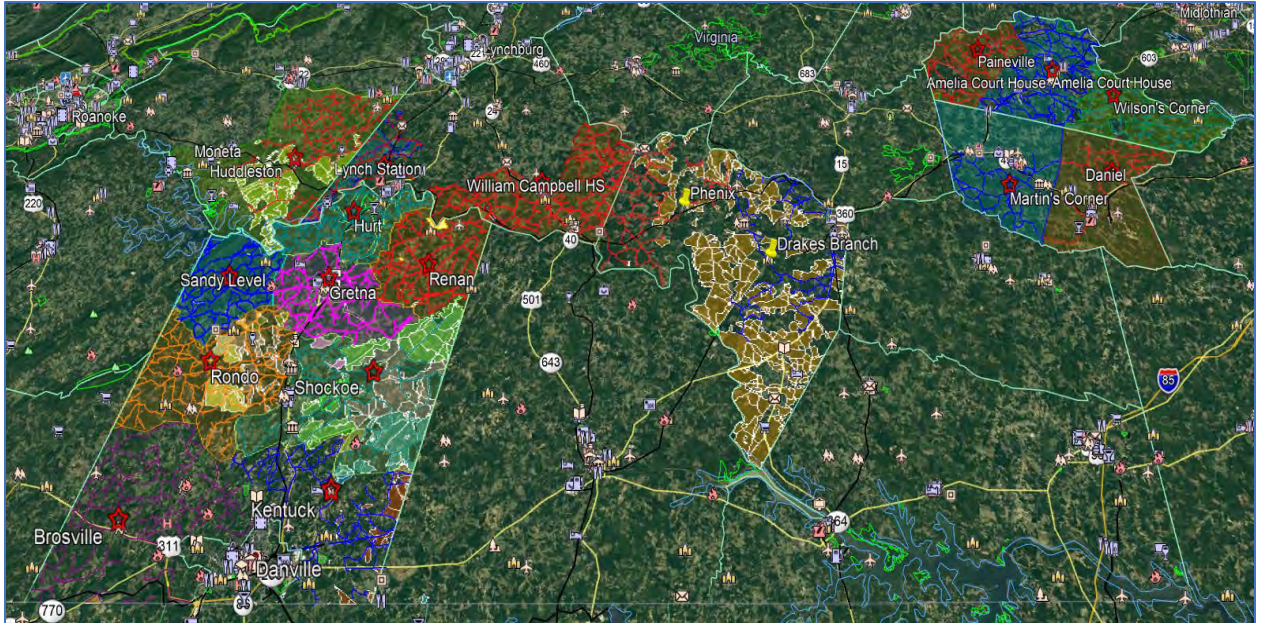
**Attachment 1 – Project Area Map**



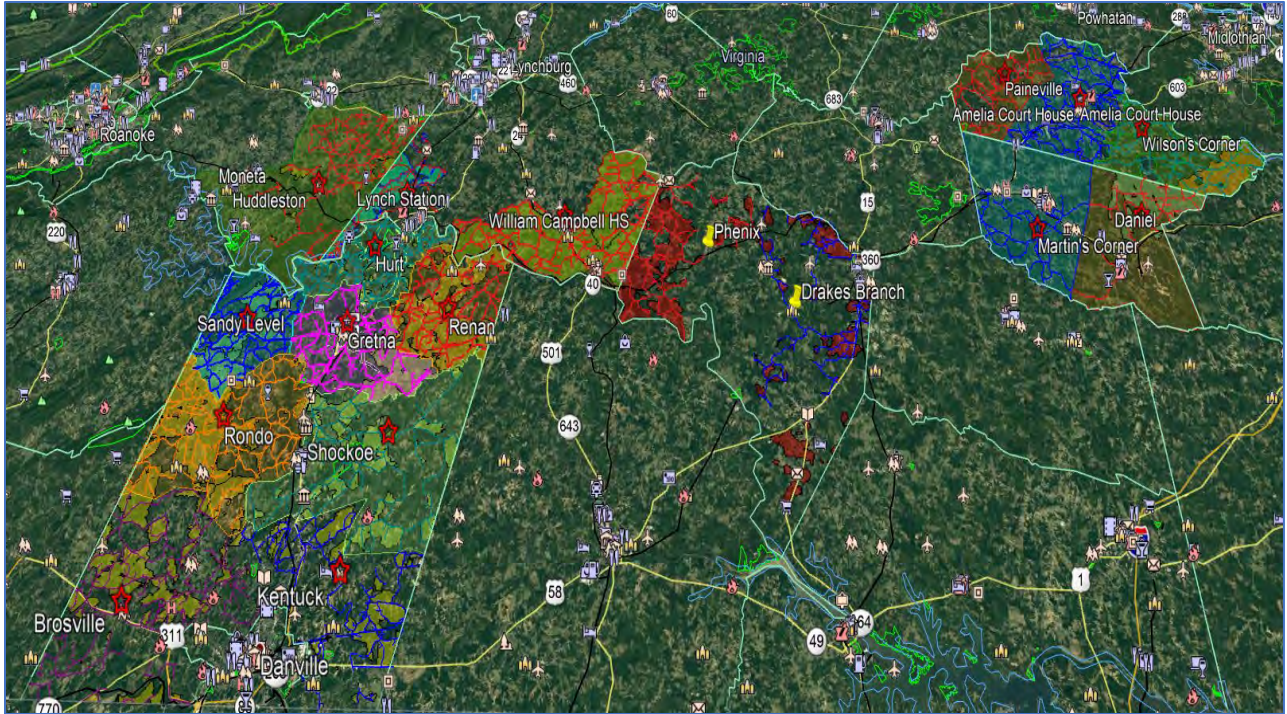
**Attachment 2 – Documentation of Federal Funding (RDOF & CAF II)**



**Attachment 2 – Documentation of Federal Funding (CAF II)**



**Attachment 2 – Documentation of Federal Funging (RDOF)**



# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (WP PDC East Application)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	13,971
Businesses (non-home based)	263
Businesses (home-based)	158
Community Anchors	48
Non-residential	140
<b>Total Number of RDOF Passings</b>	<b>14,580</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (Amelia County)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	222
Businesses (non-home based)	3
Businesses (home-based)	11
Community Anchors	0
Non-residential	1
<b>Total Number of RDOF Passings</b>	<b>237</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (Bedford County)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	1,371
Businesses (non-home based)	23
Businesses (home-based)	21
Community Anchors	1
Non-residential	13
<b>Total Number of RDOF Passings</b>	<b>1,429</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (Campbell County)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	2,651
Businesses (non-home based)	100
Businesses (home-based)	261
Community Anchors	31
Non-residential	36
<b>Total Number of RDOF Passings</b>	<b>2,881</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.



# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (Charlotte County)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	1,200
Businesses (non-home based)	10
Businesses (home-based)	9
Community Anchors	0
Non-residential	1
<b>Total Number of RDOF Passings</b>	<b>1,219</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (Pittsylvania County)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	8,095
Businesses (non-home based)	121
Businesses (home-based)	49
Community Anchors	16
Non-residential	88
<b>Total Number of RDOF Passings</b>	<b>8,369</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

# 2022 Virginia Telecommunication Initiative (VATI)

## Attachment 3 RDOF Awarded Areas included in VATI Application (Nottoway County)

Type of Passings	Total Number of Passings in the Project Area that lie within Preliminarily Awarded RDOF Areas <sup>1</sup>
Residential	432
Businesses (non-home based)	6
Businesses (home-based)	7
Community Anchors	0
Non-residential	1
<b>Total Number of RDOF Passings</b>	<b>445</b>

*Note: The Total Number of RDOF Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.*

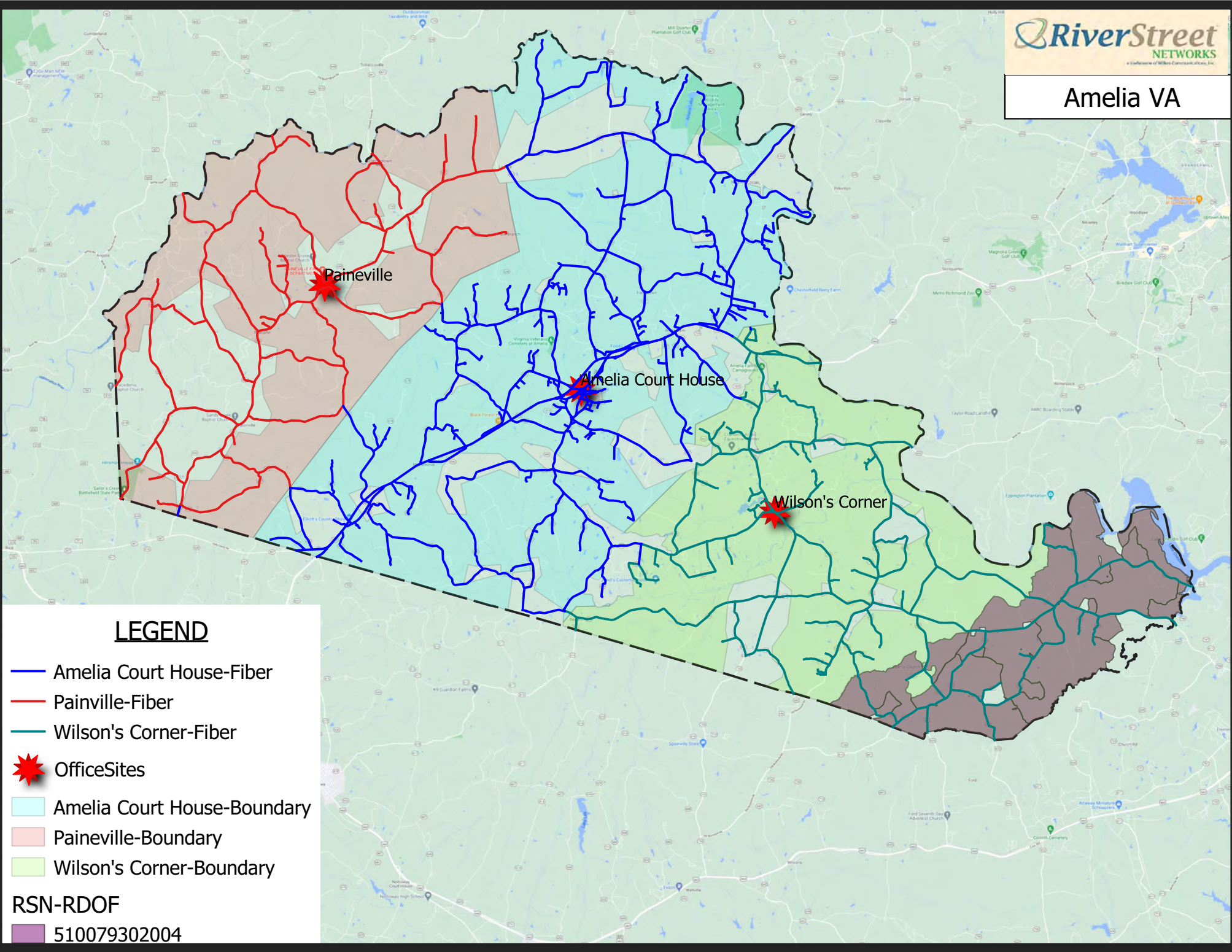
### Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

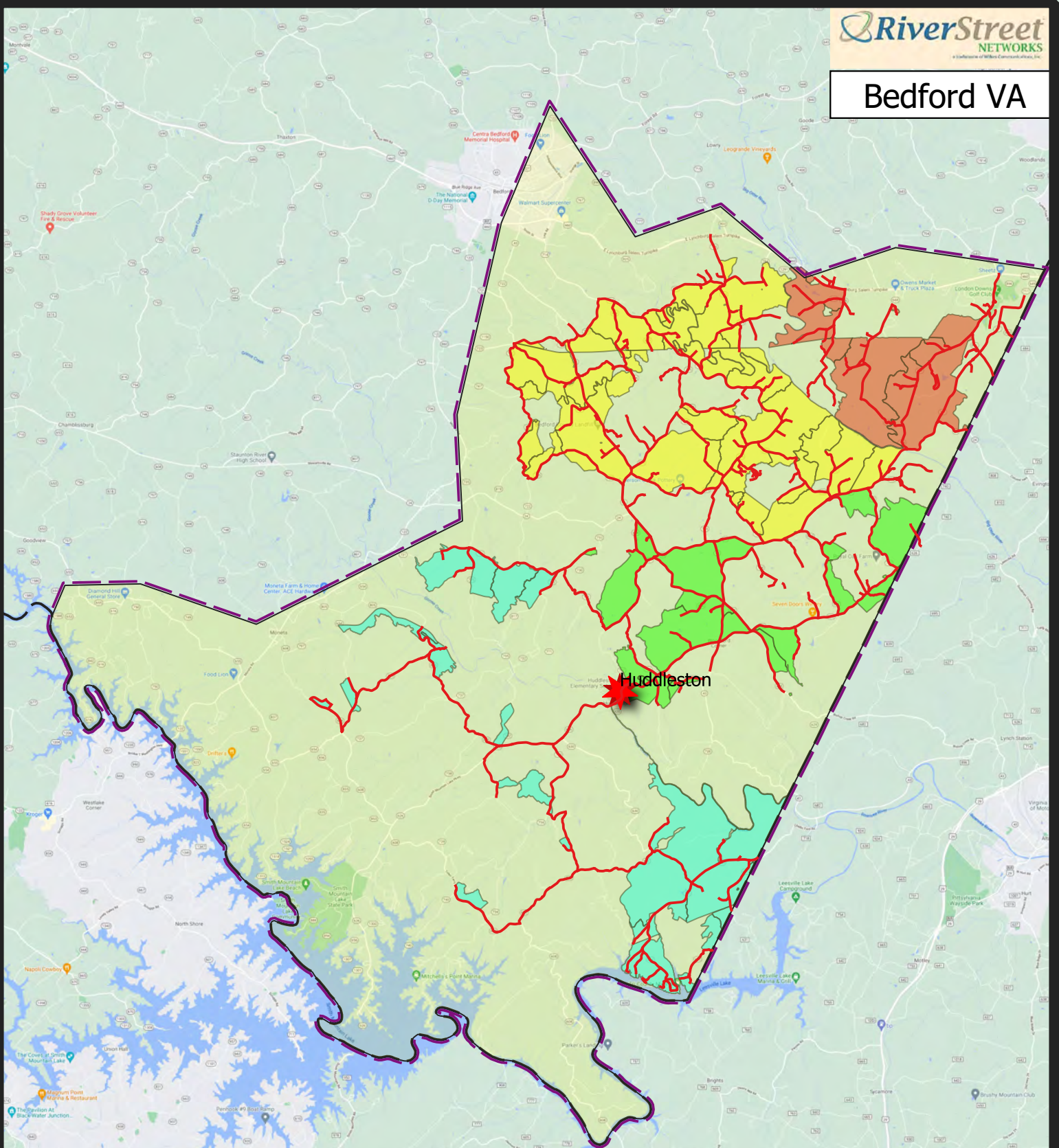
**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.



**LEGEND**

- Amelia Court House-Fiber
- Paineville-Fiber
- Wilson's Corner-Fiber
- ★ Office Sites
- Amelia Court House-Boundary
- Paineville-Boundary
- Wilson's Corner-Boundary

RSN-RDOF  
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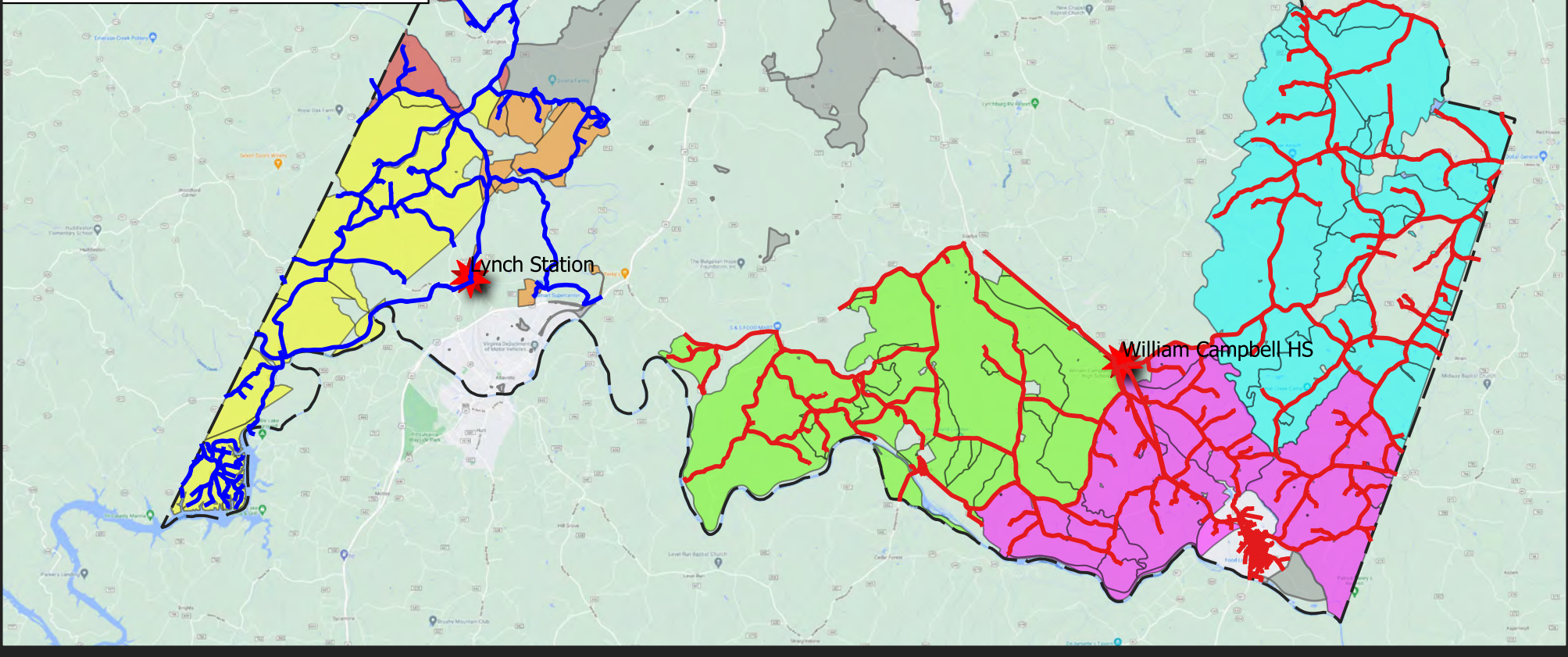


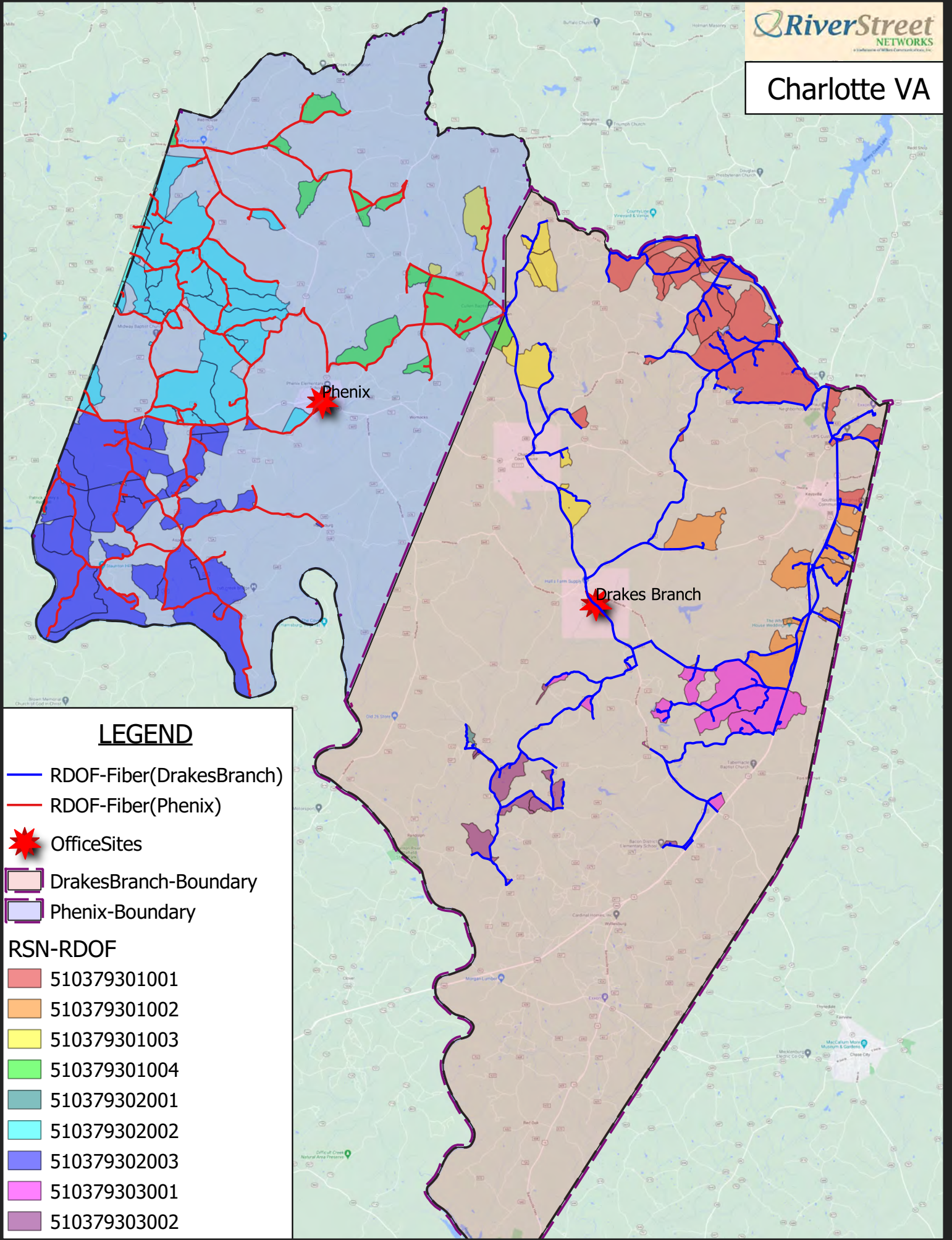
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- RDOF-Fiber(Huddleston)
- ★ OfficeSites
- ▭ Huddleston-Boundary
- 510190302021
- 510190302022
- 510190302023
- 510190305001

### LEGEND

- RDOF-Fiber(WilliamCampbellHS)
- RDOF-Fiber(LynchStation)
- ★ OfficeSites
- SpaceX-RDOF
- Campbell
- RSN-RDOF**
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- 510310206002
- 510310206003
- 510310208003
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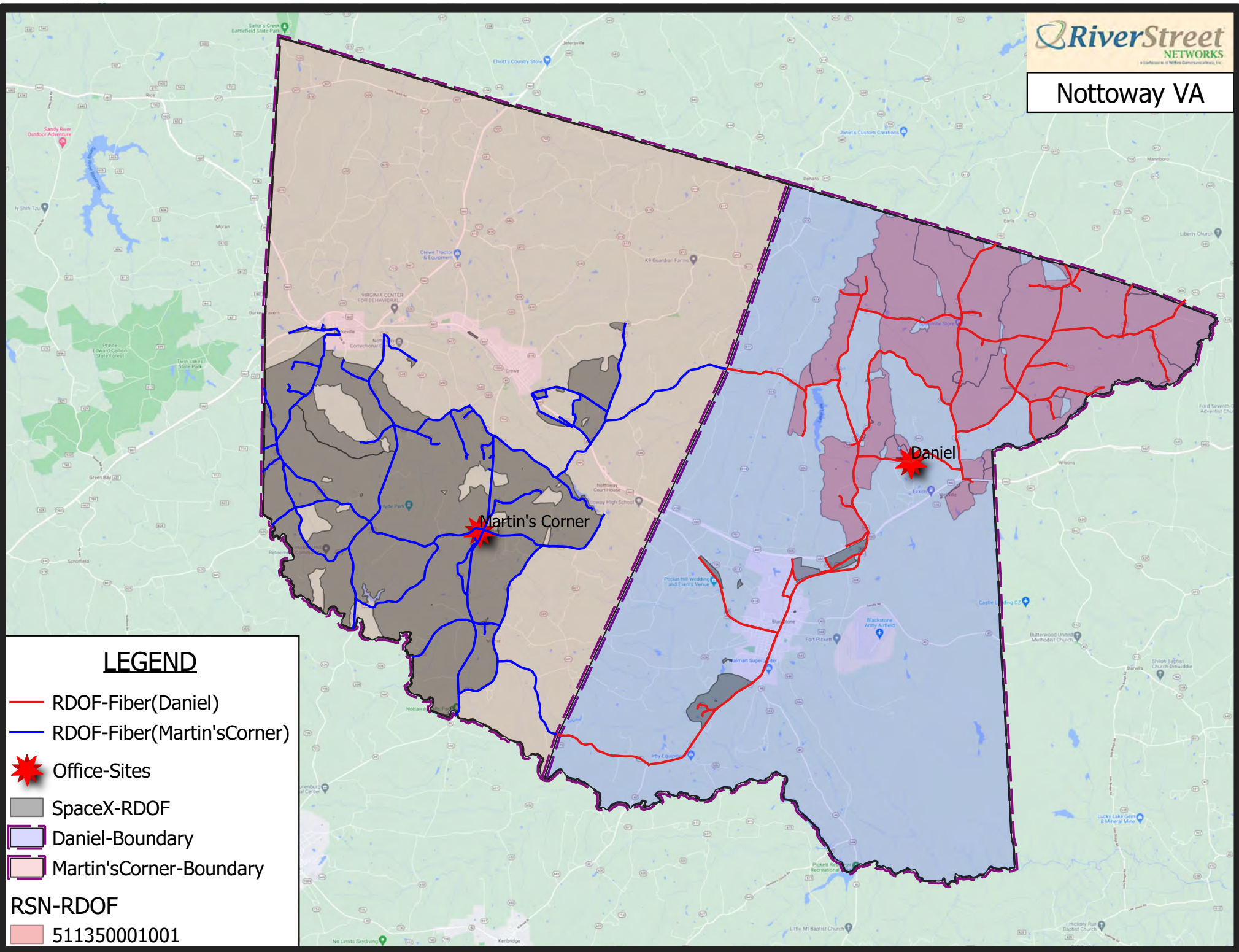
**LEGEND**

- RDOF-Fiber(DrakesBranch)
- RDOF-Fiber(Phenix)

- ★ OfficeSites
- ▭ DrakesBranch-Boundary
- ▭ Phenix-Boundary

- RSN-RDOF**
- 510379301001
  - 510379301002
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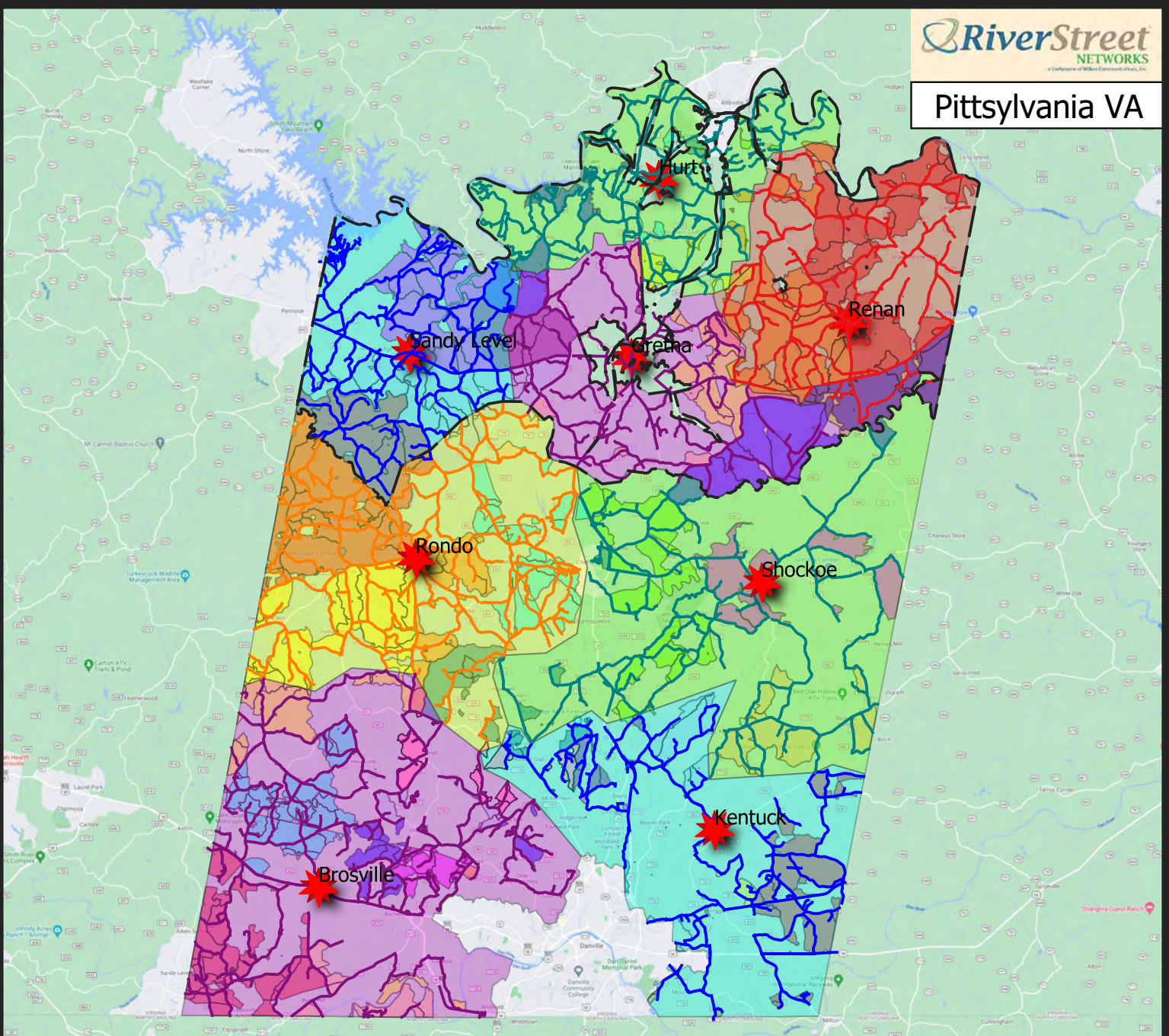
# Nottoway VA



































































## LEGEND

- RDOF-Fiber(Daniel)
- RDOF-Fiber(Martin'sCorner)
- ★ Office-Sites
- SpaceX-RDOF
- ▭ Daniel-Boundary
- ▭ Martin'sCorner-Boundary
- RSN-RDOF  
511350001001





**LEGEND**

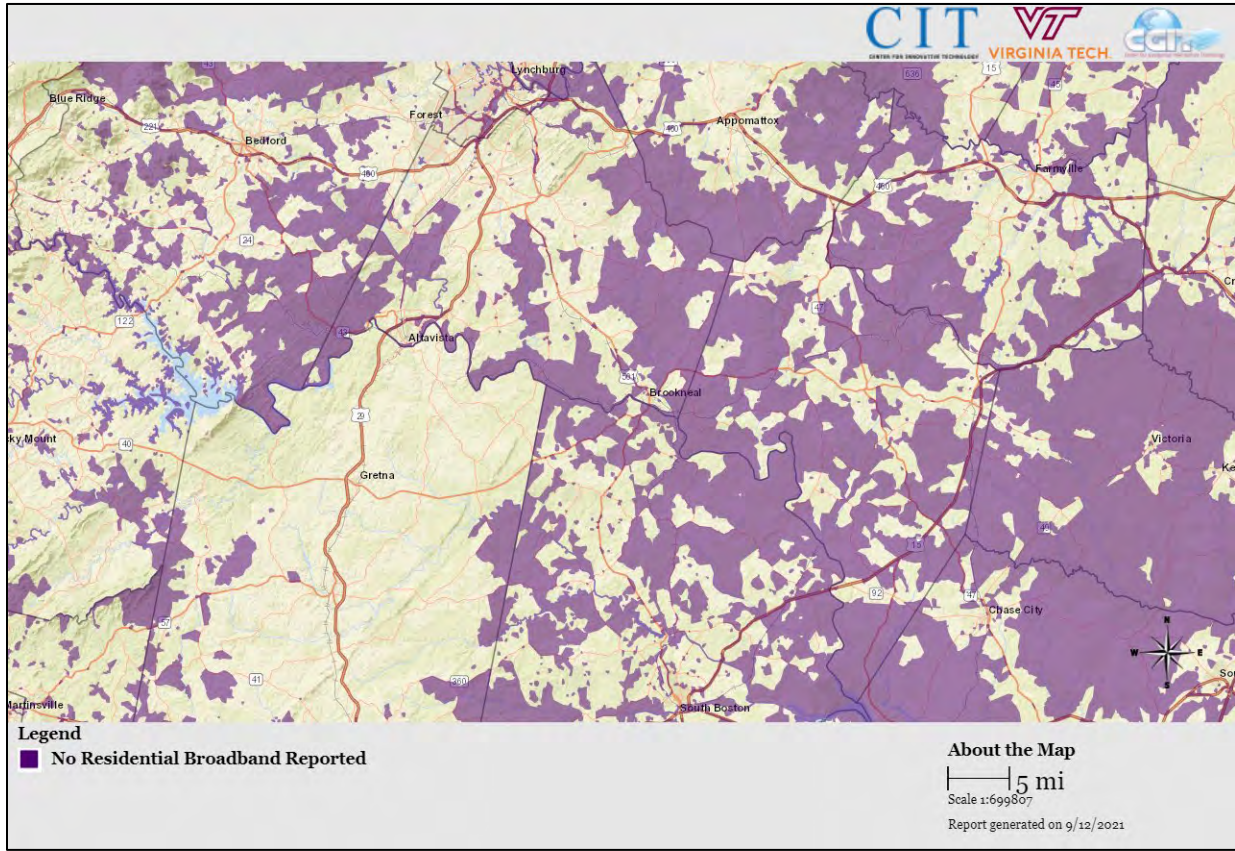
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 Fiber(Gretna)	 Fiber(Rondo)	 511430101002	 511430104001	 511430108022	 511430111002
 Fiber(Hurt)	 Fiber(Shockoe)	 511430101003	 511430104002	 511430108023	 511430112001
 Fiber(Renan)	 Fiber(Kentuck)	 511430102001	 511430104003	 511430108024	 511430112002
 Fiber(SandyLevel)	 RDOF-Fiber	 511430102002	 511430105001	 511430109001	 511430112003
 OfficeSites	 County-Fiber	 511430102003	 511430105002	 511430109002	 511430113001
 Gretna-Boundary	 Kentuck-Boundary	 511430103001	 511430105003	 511430110011	 511430113002
 Hurt-Boundary	 Shockoe-Boundary	 511430103002	 511430107001	 511430110012	 511430113003
 Renan-Boundary	 Rondo-Boundary	 511430103003	 511430107002	 511430110013	 511430114001
	 Brosville-Boundary	 511430103004	 511430108011	 511430110021	 511430114002
				 511430114003	 511430114003

<b>County</b>	<b>Census block</b>	<b>Locations</b>
Amelia	510079302004	237
Bedford	510190302023	344
Bedford	510190302022	597
Bedford	510190302021	228
Bedford	510190305011	260
Campbell	510310208003	691
Campbell	510310206002	106
Campbell	510310206003	516
Campbell	510310204031	128
Campbell	510310209001	625
Campbell	510310209002	815
Charlotte	510379303003	248
Charlotte	510379303002	106
Charlotte	510379302002	62
Charlotte	510379302001	125
Charlotte	510379303001	3
Charlotte	510379302003	201
Charlotte	510379301002	254
Charlotte	510379301001	161
Charlotte	510379301004	59
Nottoway	511350001001	445
Pittsylvania	511430104001	647
Pittsylvania	511430104002	216
Pittsylvania	511430104003	677
Pittsylvania	511430105001	296
Pittsylvania	511430105002	14
Pittsylvania	511430105003	459
Pittsylvania	511430107001	216
Pittsylvania	511430107002	170
Pittsylvania	511430108011	97
Pittsylvania	511430108012	216
Pittsylvania	511430108021	198
Pittsylvania	511430108022	437
Pittsylvania	511430108023	18
Pittsylvania	511430108024	91
Pittsylvania	511430109001	188
Pittsylvania	511430109002	227
Pittsylvania	511430110011	436

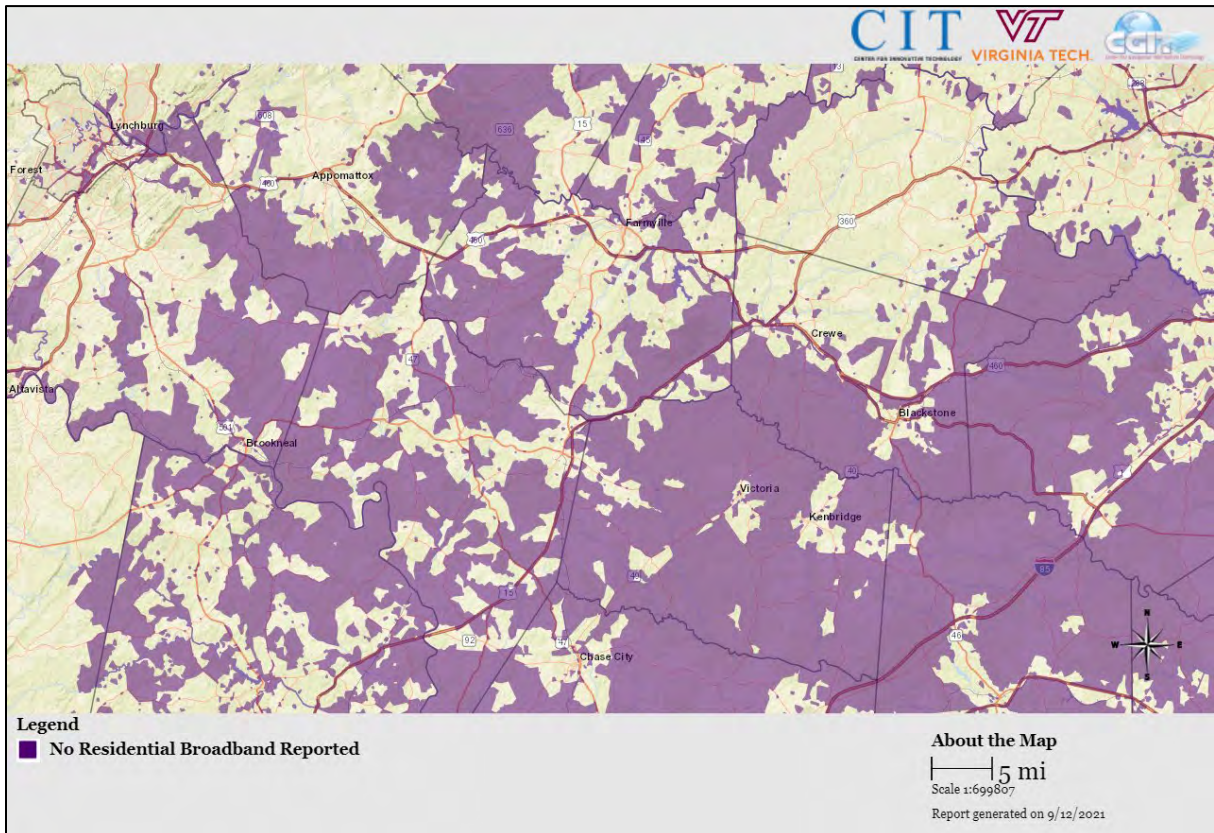
Pittsylvania	511430110012	163
Pittsylvania	511430110013	146
Pittsylvania	511430110021	231
Pittsylvania	511430110022	132
Pittsylvania	511430111001	57
Pittsylvania	511430111002	362
Pittsylvania	511430112001	14
Pittsylvania	511430112002	26
Pittsylvania	511430112003	3
Pittsylvania	511430113001	3
Pittsylvania	511430113002	1
Pittsylvania	511430113003	69
Pittsylvania	511430114001	9
Pittsylvania	511430114002	9
Pittsylvania	511430114003	9
Pittsylvania	511430102001	16
Pittsylvania	511430102003	23
Pittsylvania	511430102002	21
Pittsylvania	511430106002	87
Pittsylvania	511430103003	261
Pittsylvania	511430101003	329
Pittsylvania	511430103001	219
Pittsylvania	511430101001	378
Pittsylvania	511430101002	559
Pittsylvania	511430103002	266
Pittsylvania	511430103004	373
Total		14580

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

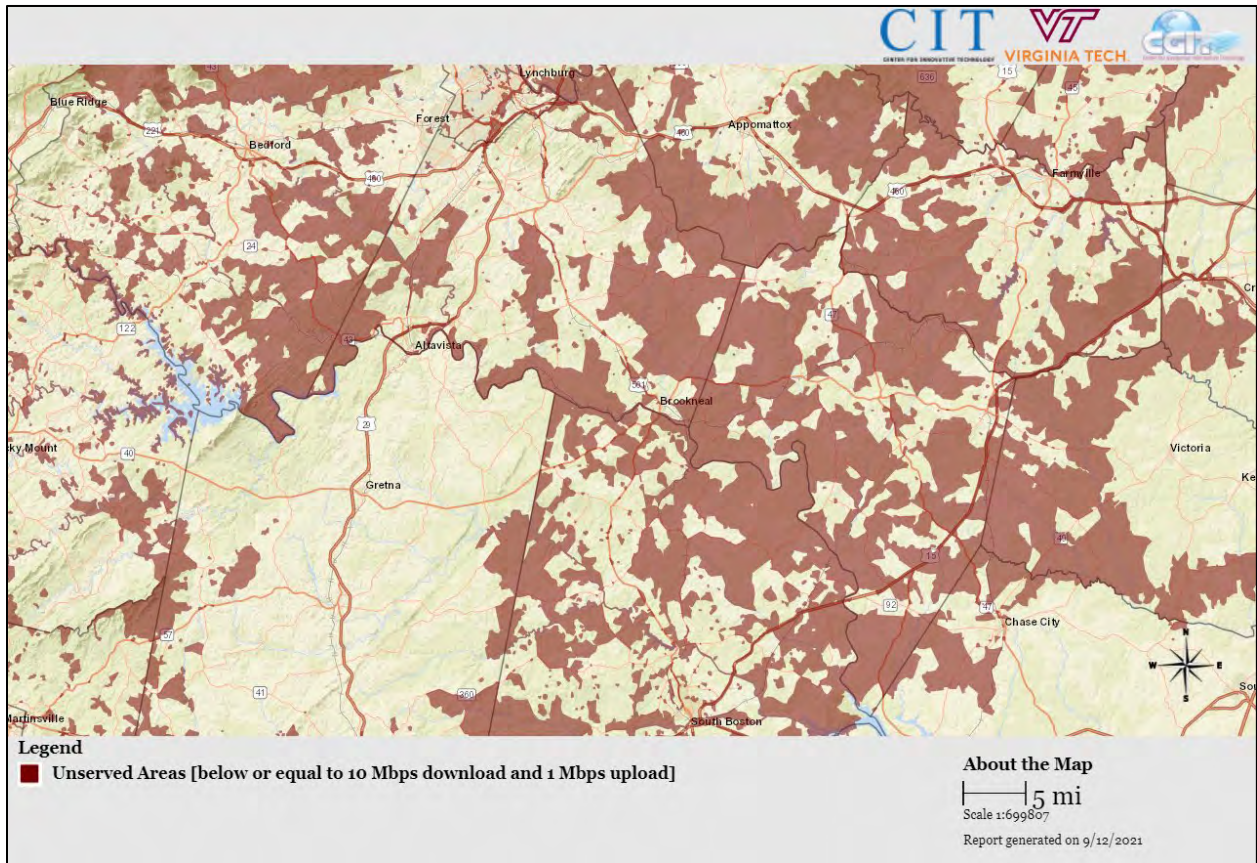
**WP PDC - Western section – No Residential Broadband Reported**



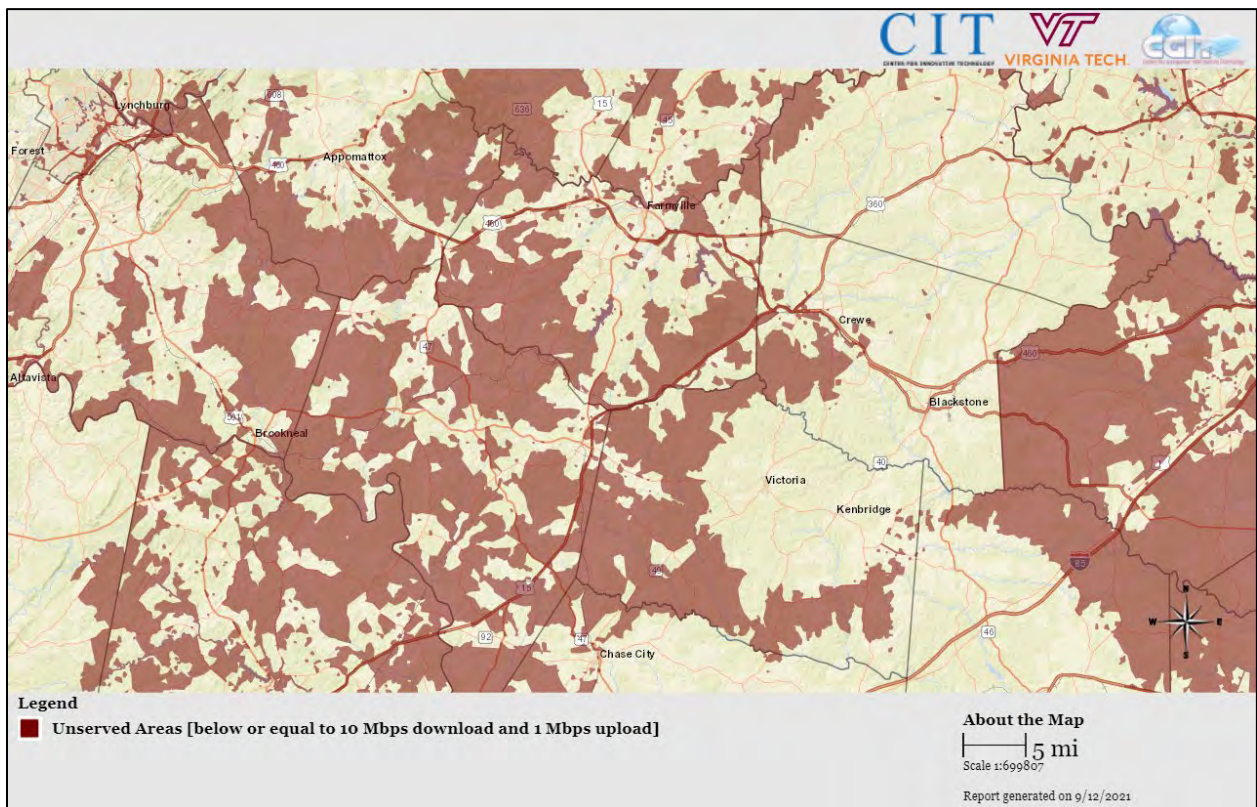
**WP PDC - Eastern section – No Residential Broadband Reported**



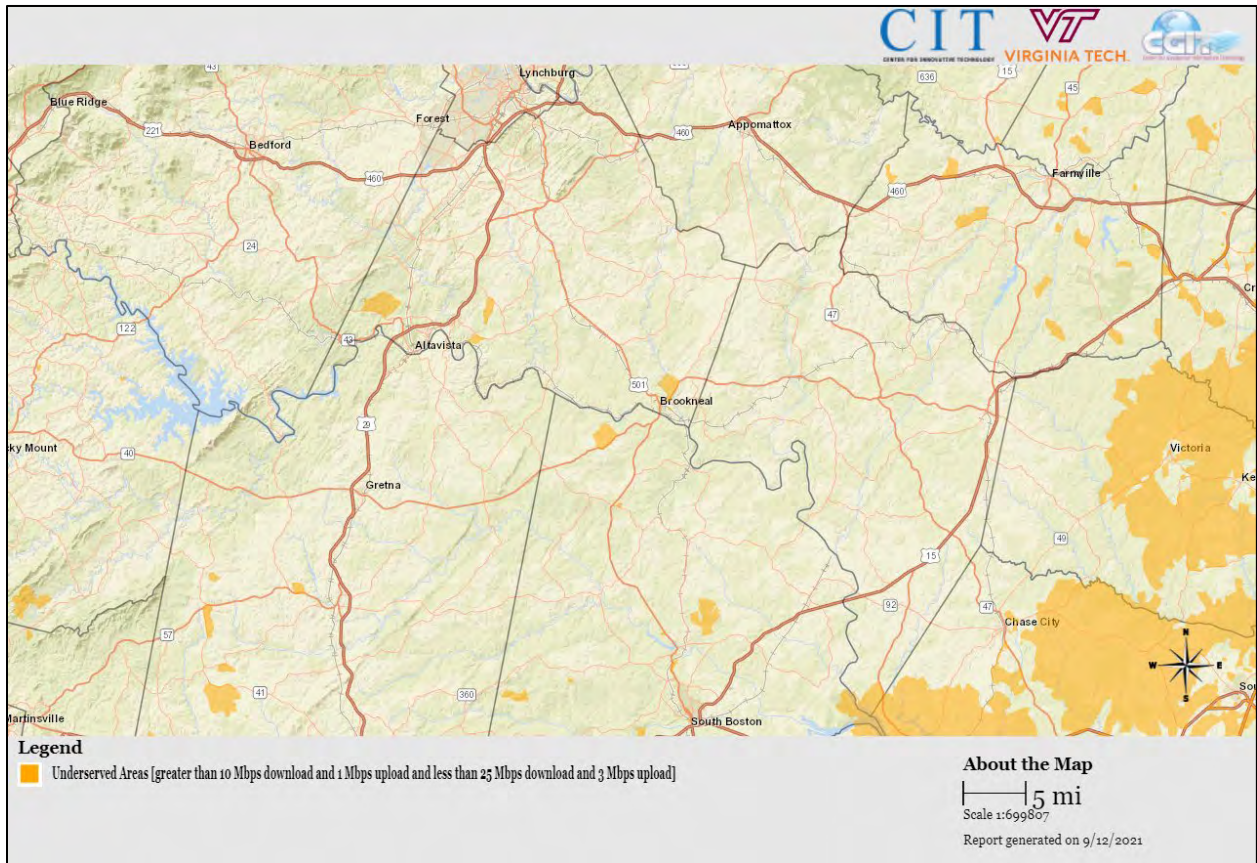
**WP PDC - Western section – Unserved area 10/1 and below**



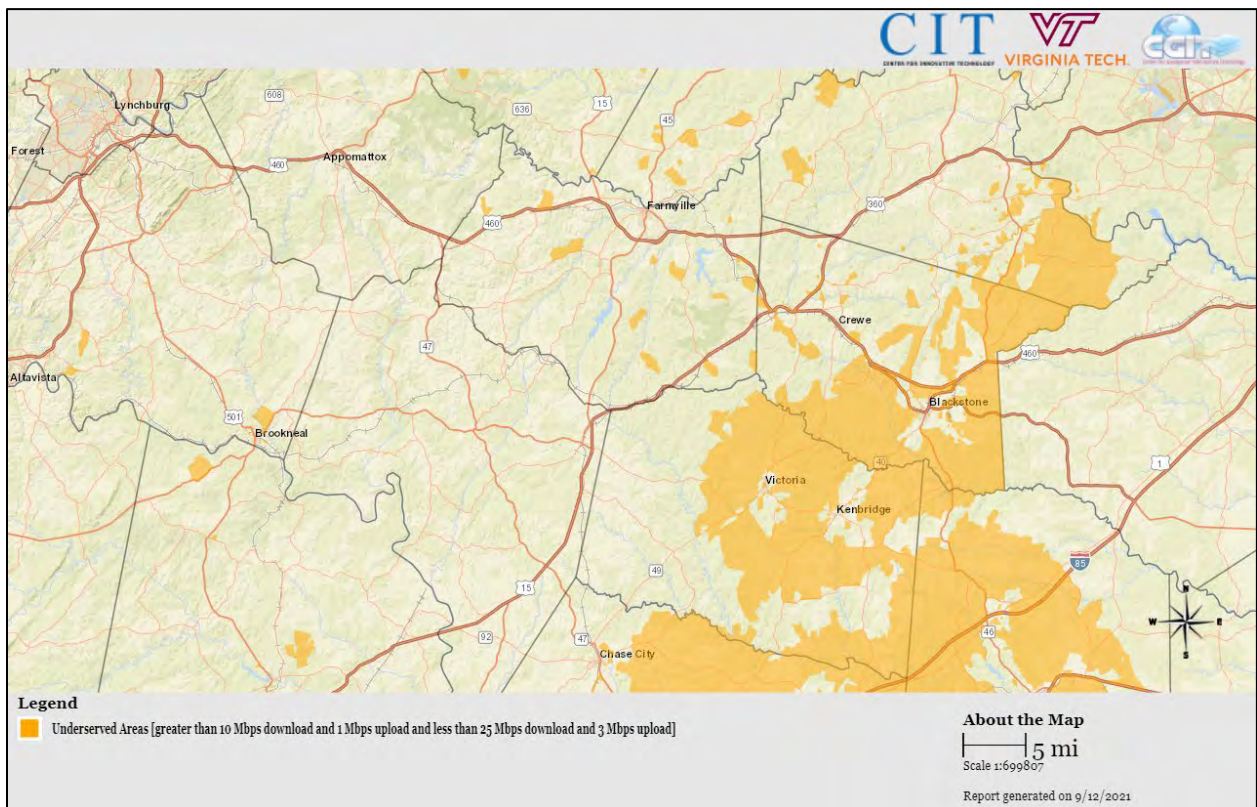
**WP PDC - Eastern section – Unserved area 10/1 and below**



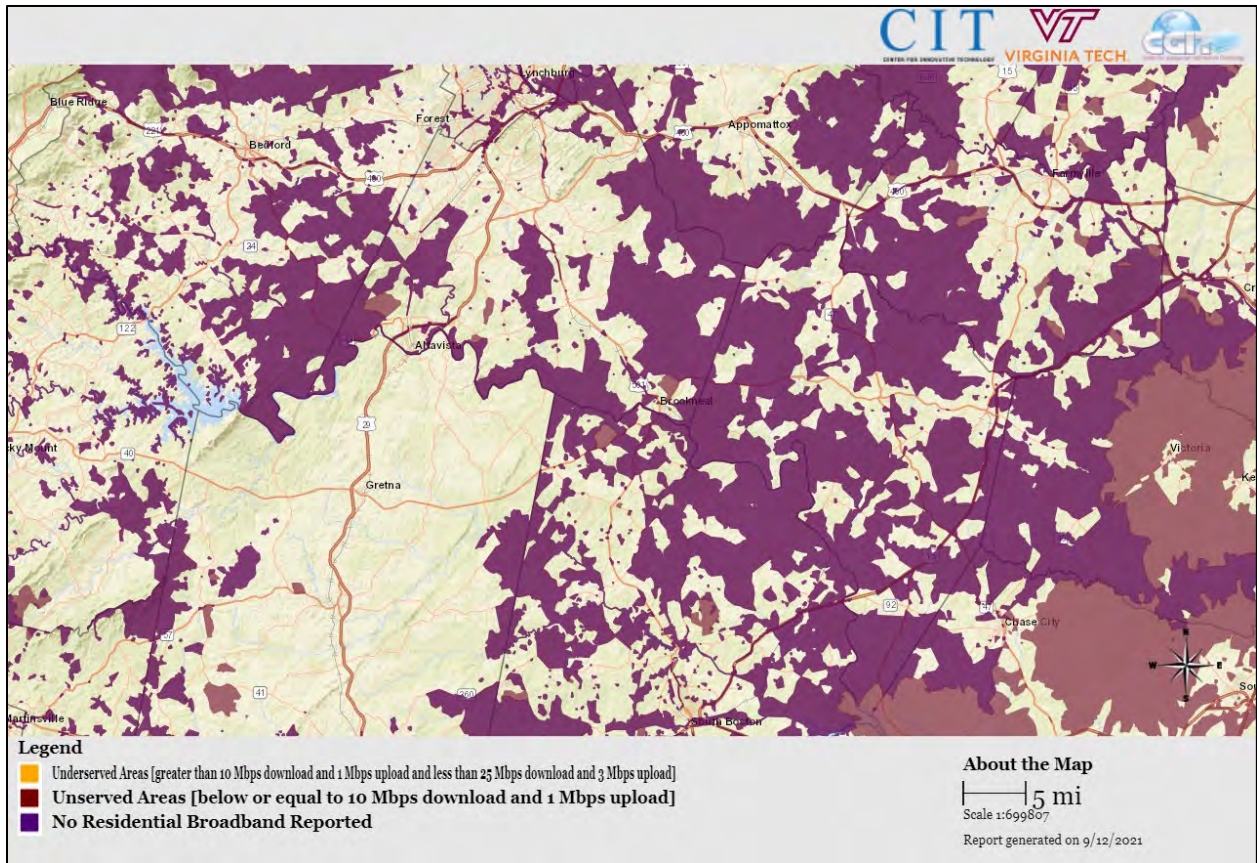
## WP PDC - Western section – Unserved area less than 25/3



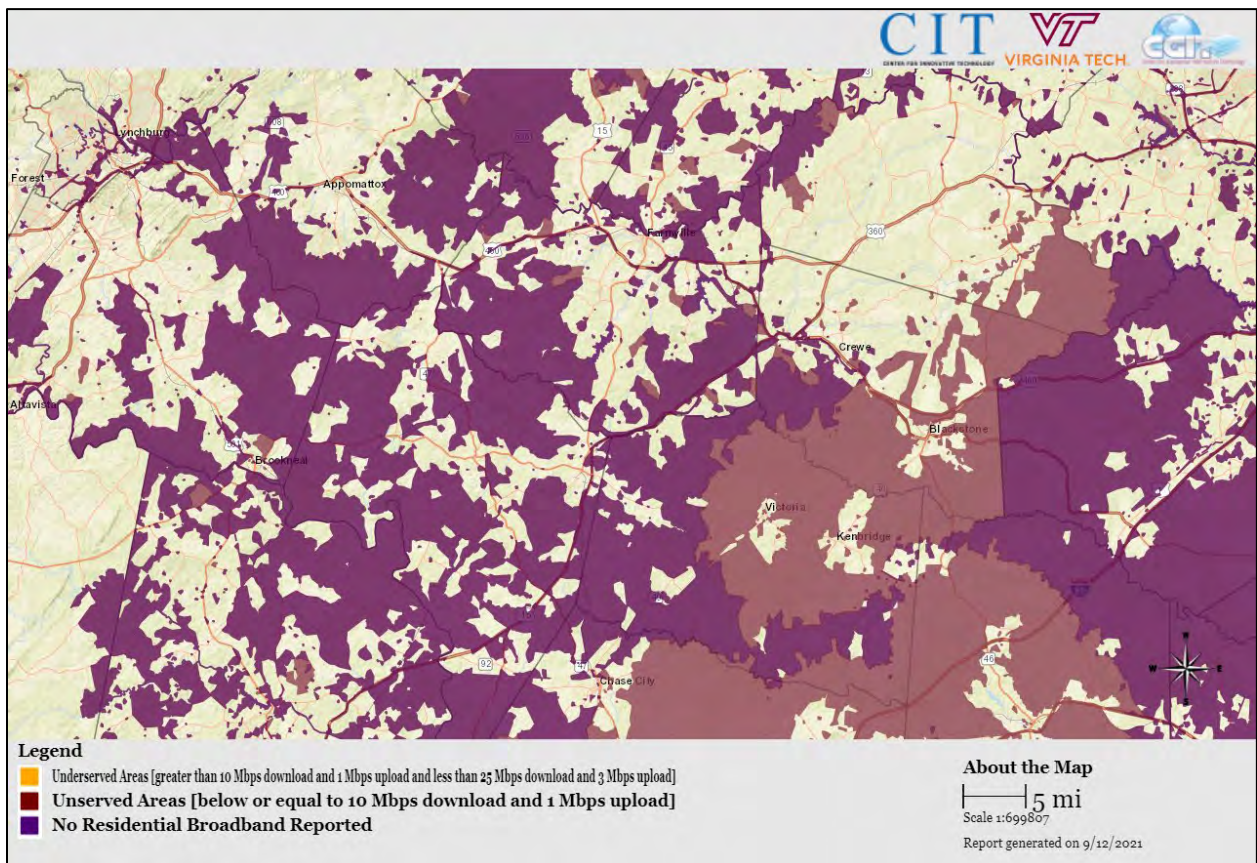
## WP PDC - Eastern section – Unserved area less than 25/3



## WP PDC - Western section – Unserved area less composite



## WP PDC – Eastern section – Unserved area less composite



# 2022 Virginia Telecommunication Initiative (VATI)

## Passing Form

### East WPPDC RSN VATI FTTH Project

#### (Summary)

(Amelia, Bedford, Campbell, Charlotte, Nottoway, Pittsylvania Counties)

Type of Passings	Total Number of Passings in the Project Area <sup>1</sup>	Passings in the Project Area, without Special Construction Costs Required <sup>2</sup>	Passings with Special Construction Costs budgeted in the Application <sup>3</sup>	Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup>
Residential	10,662	10,155	507	2,629
Businesses (non-home based)	159	159	0	61
Businesses (home-based)	10	7	3	0
Community Anchors	8	8	0	0
Non-residential	74	74	0	50
<b>Total</b>	<b>10,913</b>	<b>10,403</b>	<b>510</b>	<b>2,740</b>

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider's standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.



**2022 Virginia Telecommunication Initiative (VATI)  
 Passing Form  
 East WPPDC RSN VATI FTTH Project  
 (Amelia County)**

<b>Type of Passings</b>	<b>Total Number of Passings in the Project Area <sup>1</sup></b>	<b>Passings in the Project Area, without Special Construction Costs Required<sup>2</sup></b>	<b>Passings with Special Construction Costs budgeted in the Application <sup>3</sup></b>	<b>Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup></b>
<b>Residential</b>	4,369	3,969	340	0
<b>Businesses (non-home based)</b>	38	38	0	0
<b>Businesses (home-based)</b>	12	9	3	0
<b>Community Anchors</b>	27	27	0	0
<b>Non-residential</b>	9	9	0	0
<b>Total</b>	4,455	4,052	343	0

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider’s standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.

**2022 Virginia Telecommunication Initiative (VATI)  
 Passing Form  
 East WPPDC RSN VATI FTTH Project  
 (Bedford County)**

Type of Passings	Total Number of Passings in the Project Area <sup>1</sup>	Passings in the Project Area, without Special Construction Costs Required <sup>2</sup>	Passings with Special Construction Costs budgeted in the Application <sup>3</sup>	Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup>
Residential	824	820	4	0
Businesses (non-home based)	0	0	0	0
Businesses (home-based)	0	0	0	0
Community Anchors	0	0	0	0
Non-residential	0	0	0	0
<b>Total</b>	824	820	4	0

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider’s standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.

**2022 Virginia Telecommunication Initiative (VATI)  
 Passing Form  
 East WPPDC RSN VATI FTTH Project  
 (Campbell County)**

Type of Passings	Total Number of Passings in the Project Area <sup>1</sup>	Passings in the Project Area, without Special Construction Costs Required <sup>2</sup>	Passings with Special Construction Costs budgeted in the Application <sup>3</sup>	Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup>
Residential	1,001	950	51	0
Businesses (non-home based)	1	1	0	0
Businesses (home-based)	0	0	0	0
Community Anchors	0	0	0	0
Non-residential	1	1	0	0
<b>Total</b>	<b>1,003</b>	<b>952</b>	<b>51</b>	<b>0</b>

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider’s standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.

**2022 Virginia Telecommunication Initiative (VATI)  
 Passing Form  
 East WPPDC RSN VATI FTTH Project  
 (Charlotte County)**

<b>Type of Passings</b>	<b>Total Number of Passings in the Project Area <sup>1</sup></b>	<b>Passings in the Project Area, without Special Construction Costs Required<sup>2</sup></b>	<b>Passings with Special Construction Costs budgeted in the Application <sup>3</sup></b>	<b>Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup></b>
<b>Residential</b>	371	338	33	0
<b>Businesses (non-home based)</b>	0	0	0	0
<b>Businesses (home-based)</b>	0	0	0	0
<b>Community Anchors</b>	0	0	0	0
<b>Non-residential</b>	0	0	0	0
<b>Total</b>	371	338	33	0

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider’s standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.

**2022 Virginia Telecommunication Initiative (VATI)  
 Passing Form  
 East WPPDC RSN VATI FTTH Project  
 (Nottoway County)**

<b>Type of Passings</b>	<b>Total Number of Passings in the Project Area <sup>1</sup></b>	<b>Passings in the Project Area, without Special Construction Costs Required<sup>2</sup></b>	<b>Passings with Special Construction Costs budgeted in the Application <sup>3</sup></b>	<b>Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup></b>
<b>Residential</b>	626	582	44	0
<b>Businesses (non-home based)</b>	9	9	0	0
<b>Businesses (home-based)</b>	0	0	0	0
<b>Community Anchors</b>	4	4	0	0
<b>Non-residential</b>	5	5	0	0
<b>Total</b>	644	600	44	0

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider’s standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.

**2022 Virginia Telecommunication Initiative (VATI)  
 Passing Form  
 East WPPDC RSN VATI FTTH Project  
 (Pittsylvania County)**

<b>Type of Passings</b>	<b>Total Number of Passings in the Project Area <sup>1</sup></b>	<b>Passings in the Project Area, without Special Construction Costs Required<sup>2</sup></b>	<b>Passings with Special Construction Costs budgeted in the Application <sup>3</sup></b>	<b>Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup></b>
<b>Residential</b>	3,415	3,312	103	2,696
<b>Businesses (non-home based)</b>	111	111	0	61
<b>Businesses (home-based)</b>	26	21	5	0
<b>Community Anchors</b>	5	5	0	0
<b>Non-residential</b>	59	54	5	50
<b>Total</b>	3,616	3,503	113	2,740

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

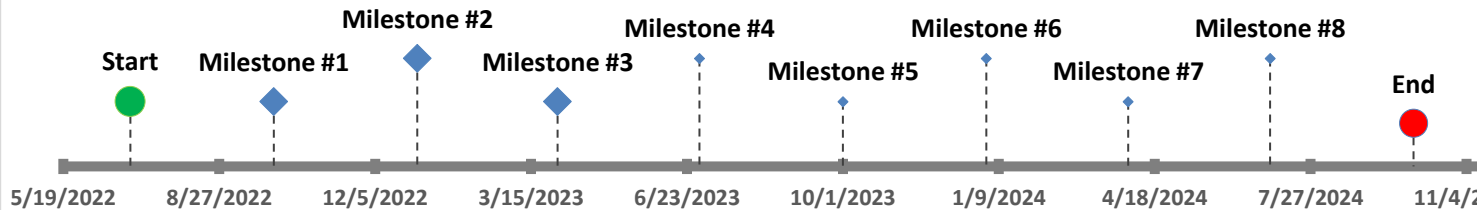
<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider’s standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.



## Amelia County VATI RDOF Project



### Milestones

Date	Label	Position
7/1/2022	Start	15
10/1/2022	Milestone #1	15
1/1/2023	Milestone #2	25
4/1/2023	Milestone #3	15
7/1/2023	Milestone #4	25
10/1/2023	Milestone #5	15
1/1/2024	Milestone #6	25
4/1/2024	Milestone #7	15
7/1/2024	Milestone #8	25
10/1/2024	End	10
<i>Insert new rows above this one</i>		



**Milestone 1 10 Miles of BB OSP/ISP**

**East WPPDC Amelia County Milestone Descriptions**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts	TOTAL MILES		371							
Task 2	Phase Material Purchase Orders and Delivery	Total Drops		1877							
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	Quarterly	Project	Miles	Drops						
Task 6	Remote Electronic Equipment Installed/Turnup/Tested	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		3%	3%	10	0	\$ 564,546	\$ 113,251	\$ 10,555	\$ 24,613	\$ -	\$ 712,965
Amount to Date						\$ 564,546	\$ 113,251	\$ 10,555	\$ 24,613	\$ -	\$ 712,965

**Milestone 2 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	Quarterly	Project	Miles	Drops						
Task 6	Remote Electronic Equipment Installed/Turnup/Tested	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	16%	60	0	\$ 2,446,364	\$ 490,756	\$ 45,738	\$ 106,657	\$ -	\$ 3,089,515
Amount to Date						\$ 3,010,909	\$ 604,007	\$ 56,293	\$ 131,270	\$ -	\$ 3,802,480

**Milestone 3 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 100 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 100 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	30%	110	100	\$ 2,446,364	\$ 490,756	\$ 45,738	\$ 106,657	\$ 250,000	\$ 3,339,515
Amount to Date						\$ 5,457,273	\$ 1,094,763	\$ 102,031	\$ 237,927	\$ 250,000	\$ 7,141,995

**Milestone 4 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 200 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 200 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	43%	160	300	\$ 2,446,364	\$ 490,756	\$ 45,738	\$ 106,657	\$ 500,000	\$ 3,589,515
Amount to Date						\$ 7,903,637	\$ 1,585,519	\$ 147,769	\$ 344,584	\$ 750,000	\$ 10,731,510

**Milestone 5 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 300 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 300 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	57%	210	600	\$ 2,446,364	\$ 490,756	\$ 45,738	\$ 106,657	\$ 1,500,000	\$ 4,589,515
Amount to Date						\$ 10,350,001	\$ 2,076,275	\$ 193,507	\$ 451,241	\$ 2,250,000	\$ 15,321,025

**Milestone 6 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 400 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 400 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	70%	260	1000	\$ 2,446,364	\$ 490,756	\$ 45,738	\$ 106,657	\$ 1,000,000	\$ 4,089,515
Amount to Date						\$ 12,796,365	\$ 2,567,031	\$ 239,245	\$ 557,899	\$ 3,250,000	\$ 19,410,540

**Milestone 7 60 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 500 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 500 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	86%	320	1400	\$ 2,446,364	\$ 490,756	\$ 45,738	\$ 106,657	\$ 1,250,000	\$ 4,339,515
Amount to Date						\$ 15,242,729	\$ 3,057,787	\$ 284,983	\$ 664,556	\$ 4,500,000	\$ 4,339,515

**Milestone 8 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 477 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 477 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	100%	371	1877	\$ 3,575,455	\$ 717,259	\$ 66,848	\$ 155,883	\$ 1,192,500	\$ 5,707,945
Amount to Date						\$ 18,818,184	\$ 3,775,046	\$ 351,831	\$ 820,439	\$ 4,692,500	\$ 28,458,000

# Bedford County VATI RDOF Project



### Milestones

Date	Label	Position
1/1/2023	Start	15
4/1/2023	Milestone #1	25
7/1/2023	Milestone #2	15
10/1/2023	Milestone #3	25
1/1/2024	Milestone #4	15
4/1/2024	Milestone #5	25
4/1/2024	End	5
<i>Insert new rows above this one</i>		

**Milestone 1 10 Miles of BB OSP/ISP**

**East WPPDC Bedford County Milestone Descriptions**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts	<b>TOTAL MILES</b>	<b>172.72</b>
Task 2	Phase Material Purchase Orders and Delivery		
Task 3	Permits/Encroachments	<b>Total Drops</b>	<b>901</b>
Task 4	Distribution/Transport Fiber Placement		

Task	Description	Quarterly	Project	Miles	Drops	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
		Change	Change	To Date	To Date						
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		6%	6%	10	0	\$ 443,428	\$ 116,656	\$ 40,247	\$ 93,938	\$ -	\$ 694,268
Amount to Date						\$ 443,428	\$ 116,656	\$ 40,247	\$ 93,938	\$ -	\$ 694,268

**Milestone 2 30 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts
Task 2	Phase Material Purchase Orders and Delivery
Task 3	Permits/Encroachments
Task 4	Distribution/Transport Fiber Placement
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted
Task 6	Remote Electronic Equipment Installed/Turnup/Tested

Task	Description	Quarterly	Project	Miles	Drops	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
		Change	Change	To Date	To Date						
Task 7	Install Drops/Tested 100 units										
Task 8	Customer ONT Installed and Tested 100 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		17%	23%	40	100	\$ 1,330,285	\$ 349,967	\$ 120,740	\$ 281,813	\$ 250,000	\$ 2,332,805
Amount to Date						\$ 1,773,714	\$ 466,622	\$ 160,986	\$ 375,751	\$ 250,000	\$ 3,027,073

**Milestone 3 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts
Task 2	Phase Material Purchase Orders and Delivery
Task 3	Permits/Encroachments
Task 4	Distribution/Transport Fiber Placement
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted
Task 6	Remote Electronic Equipment Installed/Turnup/Tested

Task	Description	Quarterly	Project	Miles	Drops	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
		Change	Change	To Date	To Date						
Task 7	Install Drops/Tested 200 units										
Task 8	Customer ONT Installed and Tested 200 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		29%	52%	90	300	\$ 2,217,142	\$ 583,278	\$ 201,233	\$ 469,688	\$ 500,000	\$ 3,971,341
Amount to Date						\$ 3,990,856	\$ 1,049,900	\$ 362,219	\$ 845,439	\$ 750,000	\$ 6,998,414

**Milestone 4 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts
Task 2	Phase Material Purchase Orders and Delivery
Task 3	Permits/Encroachments
Task 4	Distribution/Transport Fiber Placement
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted
Task 6	Remote Electronic Equipment Installed/Turnup/Tested

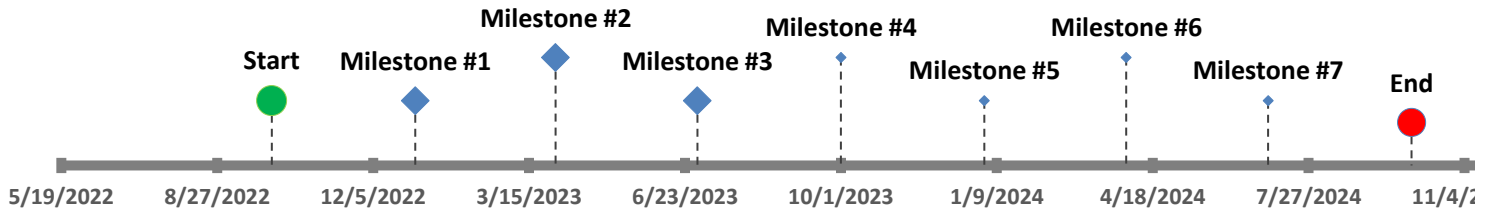
Task	Description	Quarterly	Project	Miles	Drops	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
		Change	Change	To Date	To Date						
Task 7	Install Drops/Tested 300 units										
Task 8	Customer ONT Installed and Tested 300 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		29%	81%	140	600	\$ 2,217,142	\$ 583,278	\$ 201,233	\$ 469,688	\$ 750,000	\$ 4,221,341
Amount to Date						\$ 6,207,998	\$ 1,633,177	\$ 563,452	\$ 1,315,127	\$ 1,500,000	\$ 11,219,755

**Milestone 5 32.72 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts
Task 2	Phase Material Purchase Orders and Delivery
Task 3	Permits/Encroachments
Task 4	Distribution/Transport Fiber Placement
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted
Task 6	Remote Electronic Equipment Installed/Turnup/Tested

Task	Description	Quarterly	Project	Miles	Drops	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
		Change	Change	To Date	To Date						
Task 7	Install Drops/Tested 301 units										
Task 8	Customer ONT Installed and Tested 301 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		19%	100%	172.72	901	\$ 1,450,898	\$ 381,697	\$ 131,687	\$ 307,364	\$ 752,500	\$ 3,024,145
Amount to Date						\$ 7,658,896	\$ 2,014,874	\$ 695,139	\$ 1,622,491	\$ 2,252,500	\$ 14,243,900

## Campbell County VATI RDOF Project



### Milestones

Date	Label	Position
10/1/2022	Start	15
1/1/2023	Milestone #1	15
4/1/2023	Milestone #2	25
7/1/2023	Milestone #3	15
10/1/2023	Milestone #4	25
1/1/2024	Milestone #5	15
4/1/2024	Milestone #6	25
7/1/2024	Milestone #7	15
10/1/2024	End	10
<i>Insert new rows above this one</i>		

Milestone 1 10 Miles of BB OSP/ISP		East WPPDC Campbell County Milestone Descriptions									
Task 1	Final Design/Field Staking/Const. Sheets/Contracts	TOTAL MILES		290.2							
Task 2	Phase Material Purchase Orders and Delivery	Total Drops		1554							
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	Quarterly	Project	Miles	Drops						
Task 6	Remote Electronic Equipment Installed/Turnup/Tested	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		3%	3%	10	0	\$ 384,154	\$ 101,490	\$ 40,024	\$ 93,359	\$ -	\$ 619,026
				Amount to Date		\$ 384,154	\$ 101,490	\$ 40,024	\$ 93,359	\$ -	\$ 619,026

Milestone 2 50 Miles of BB OSP/ISP											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	Quarterly	Project	Miles	Drops						
Task 6	Remote Electronic Equipment Installed/Turnup/Tested	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		17%	21%	60	0	\$ 2,206,261	\$ 582,871	\$ 229,863	\$ 536,174	\$ -	\$ 3,555,169
				Amount to Date		\$ 2,590,415	\$ 684,361	\$ 269,887	\$ 629,533	\$ -	\$ 4,174,195

Milestone 3 50 Miles of BB OSP/ISP											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 100 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 100 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		17%	38%	110	100	\$ 2,206,261	\$ 582,871	\$ 229,863	\$ 536,174	\$ 250,000	\$ 3,805,169
				Amount to Date		\$ 4,796,675	\$ 1,267,232	\$ 499,749	\$ 1,165,707	\$ 250,000	\$ 7,979,364

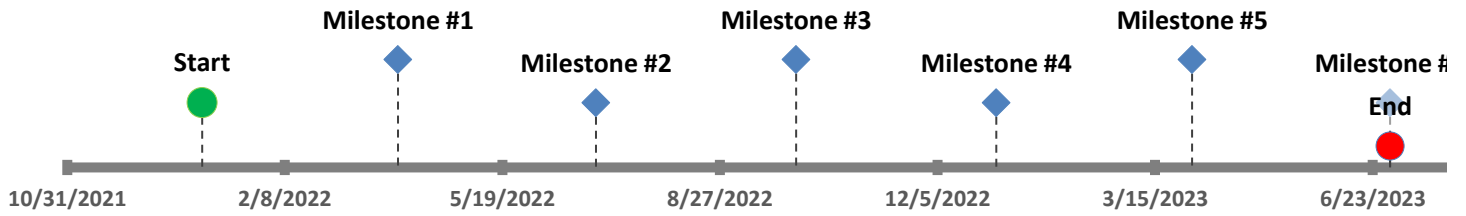
Milestone 4 50 Miles of BB OSP/ISP											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 200 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 200 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		17%	55%	160	300	\$ 2,206,261	\$ 582,871	\$ 229,863	\$ 536,174	\$ 500,000	\$ 4,055,169
				Amount to Date		\$ 7,002,936	\$ 1,850,103	\$ 729,612	\$ 1,701,882	\$ 750,000	\$ 12,034,533

Milestone 5 50 Miles of BB OSP/ISP											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 300 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 300 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		17%	72%	210	600	\$ 2,206,261	\$ 582,871	\$ 229,863	\$ 536,174	\$ 750,000	\$ 4,305,169
				Amount to Date		\$ 9,209,196	\$ 2,432,974	\$ 959,475	\$ 2,238,056	\$ 1,500,000	\$ 16,339,701

Milestone 6 50 Miles of BB OSP/ISP											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 400 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 400 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		17%	90%	260	1000	\$ 2,206,261	\$ 582,871	\$ 229,863	\$ 536,174	\$ 1,000,000	\$ 4,555,169
				Amount to Date		\$ 11,415,457	\$ 3,015,845	\$ 1,189,338	\$ 2,774,230	\$ 2,500,000	\$ 20,894,870

Milestone 7 30.2 Miles of BB OSP/ISP											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 400 units	Quarterly	Project	Miles	Drops						
Task 8	Customer ONT Installed and Tested 400 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		10%	100%	290.2	1554	\$ 1,389,679	\$ 367,139	\$ 144,786	\$ 337,726	\$ 1,385,000	\$ 3,624,330
				Amount to Date		\$ 12,805,136	\$ 3,382,984	\$ 1,334,124	\$ 3,111,956	\$ 3,885,000	\$ 24,519,200

## Charlotte County VATI RDOF Project



### Milestones

Date	Label	Position
1/1/2022	Start	15
4/1/2022	Milestone #1	25
7/1/2022	Milestone #2	15
10/1/2022	Milestone #3	25
1/1/2023	Milestone #4	15
4/1/2023	Milestone #5	25
7/1/2023	Milestone #6	15
7/1/2023	End	5
<i>Insert new rows above this one</i>		

Milestone 1 10 Miles of BB OSP/ISP		EAST WPPDC Charlotte County Milestone Descriptions											
Task 1	Final Design/Field Staking/Const. Sheets/Contracts	TOTAL MILES		227.97									
Task 2	Phase Material Purchase Orders and Delivery	Total Drops		636									
Task 3	Permits/Encroachments												
Task 4	Distribution/Transport Fiber Placement												
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	Quarterly Change	Project Change	Miles To Date	Drops To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total		
Task 6	Remote Electronic Equipment Installed/Turnup/Tested												
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		4%	4%	10	0	\$ 230,772	\$ 56,494	\$ 24,133	\$ 56,310	\$ -	\$ 367,709		
		Amount to Date						\$ 230,772	\$ 56,494	\$ 24,133	\$ 56,310	\$ -	\$ 367,709

Milestone 2 30 Miles of BB OSP/ISP													
Task 1	Final Design/Field Staking/Const. Sheets/Contracts												
Task 2	Phase Material Purchase Orders and Delivery												
Task 3	Permits/Encroachments												
Task 4	Distribution/Transport Fiber Placement												
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	Quarterly Change	Project Change	Miles To Date	Drops To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total		
Task 6	Remote Electronic Equipment Installed/Turnup/Tested												
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		13%	18%	40	0	\$ 692,316	\$ 169,483	\$ 72,399	\$ 168,930	\$ -	\$ 1,103,128		
		Amount to Date						\$ 923,088	\$ 225,977	\$ 96,532	\$ 225,241	\$ -	\$ 1,470,838

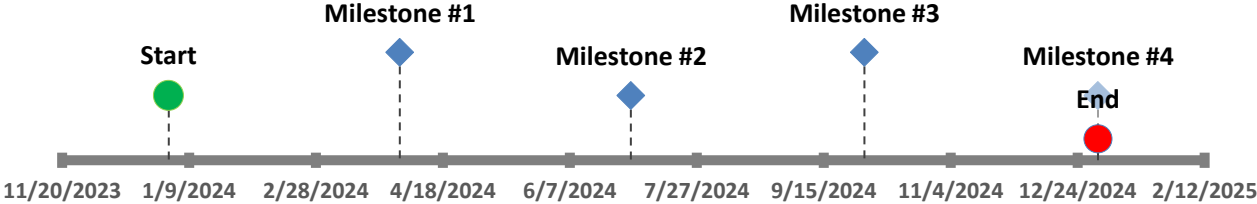
Milestone 3 50 Miles of BB OSP/ISP													
Task 1	Final Design/Field Staking/Const. Sheets/Contracts												
Task 2	Phase Material Purchase Orders and Delivery												
Task 3	Permits/Encroachments												
Task 4	Distribution/Transport Fiber Placement												
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted												
Task 6	Remote Electronic Equipment Installed/Turnup/Tested												
Task 7	Install Drops/Tested 50 units	Quarterly Change	Project Change	Miles To Date	Drops To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total		
Task 8	Customer ONT Installed and Tested 50 units												
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		22%	39%	90	50	\$ 1,153,861	\$ 282,471	\$ 120,665	\$ 281,551	\$ 125,000	\$ 1,963,547		
		Amount to Date						\$ 2,076,949	\$ 508,448	\$ 217,196	\$ 506,791	\$ 125,000	\$ 3,434,385

Milestone 4 50 Miles of BB OSP/ISP													
Task 1	Final Design/Field Staking/Const. Sheets/Contracts												
Task 2	Phase Material Purchase Orders and Delivery												
Task 3	Permits/Encroachments												
Task 4	Distribution/Transport Fiber Placement												
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted												
Task 6	Remote Electronic Equipment Installed/Turnup/Tested												
Task 7	Install Drops/Tested 200 units	Quarterly Change	Project Change	Miles To Date	Drops To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total		
Task 8	Customer ONT Installed and Tested 200 units												
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		22%	61%	140	200	\$ 1,153,861	\$ 282,471	\$ 120,665	\$ 281,551	\$ 500,000	\$ 2,338,547		
		Amount to Date						\$ 3,230,810	\$ 790,920	\$ 337,861	\$ 788,342	\$ 625,000	\$ 5,772,932

Milestone 5 50 Miles of BB OSP/ISP													
Task 1	Final Design/Field Staking/Const. Sheets/Contracts												
Task 2	Phase Material Purchase Orders and Delivery												
Task 3	Permits/Encroachments												
Task 4	Distribution/Transport Fiber Placement												
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted												
Task 6	Remote Electronic Equipment Installed/Turnup/Tested												
Task 7	Install Drops/Tested 200 units	Quarterly Change	Project Change	Miles To Date	Drops To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total		
Task 8	Customer ONT Installed and Tested 200 units												
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		22%	83%	190	400	\$ 1,153,861	\$ 282,471	\$ 120,665	\$ 281,551	\$ 500,000	\$ 2,338,547		
		Amount to Date						\$ 4,384,670	\$ 1,073,391	\$ 458,525	\$ 1,069,892	\$ 1,125,000	\$ 8,111,479

Milestone 6 10 Miles of BB OSP/ISP													
Task 1	Final Design/Field Staking/Const. Sheets/Contracts												
Task 2	Phase Material Purchase Orders and Delivery												
Task 3	Permits/Encroachments												
Task 4	Distribution/Transport Fiber Placement												
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted												
Task 6	Remote Electronic Equipment Installed/Turnup/Tested												
Task 7	Install Drops/Tested 236 units	Quarterly Change	Project Change	Miles To Date	Drops To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total		
Task 8	Customer ONT Installed and Tested 236 units												
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		22%	100%	227.97	636	\$ 876,242	\$ 214,509	\$ 91,633	\$ 213,810	\$ 590,000	\$ 1,986,193		
		Amount to Date						\$ 5,260,912	\$ 1,287,900	\$ 550,158	\$ 1,283,702	\$ 1,590,000	\$ 9,972,672

### Nottoway County VATI RDOF Project



**Milestones**

Date	Label	Position
1/1/2024	Start	15
4/1/2024	Milestone #1	25
7/1/2024	Milestone #2	15
10/1/2024	Milestone #3	25
1/1/2025	Milestone #4	15
1/1/2025	End	5
<i>Insert new rows above this one</i>		



**Milestone 1 10 Miles of BB OSP/ISP**

**East WPPDC Nottoway County Milestone Descriptions**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts	<b>TOTAL MILES</b>		<b>130.99</b>							
Task 2	Phase Material Purchase Orders and Delivery	<b>Total Drops</b>		<b>436</b>							
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		8%	8%	10	0	\$ 298,717	\$ 77,882	\$ 20,352	\$ 47,412	\$ -	\$ 444,362
<b>Amount to Date</b>						\$ 298,717	\$ 77,882	\$ 20,352	\$ 47,412	\$ -	\$ 444,362

**Milestone 2 30 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 50 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 50 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		23%	31%	40	50	\$ 896,150	\$ 233,645	\$ 61,056	\$ 142,236	\$ 125,000	\$ 1,458,086
<b>Amount to Date</b>						\$ 1,194,866	\$ 311,527	\$ 81,408	\$ 189,647	\$ 125,000	\$ 1,902,449

**Milestone 3 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 150 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 150 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		38%	69%	90	200	\$ 1,493,583	\$ 389,408	\$ 101,760	\$ 237,059	\$ 375,000	\$ 2,596,811
<b>Amount to Date</b>						\$ 2,688,449	\$ 700,935	\$ 183,169	\$ 426,707	\$ 500,000	\$ 4,499,259

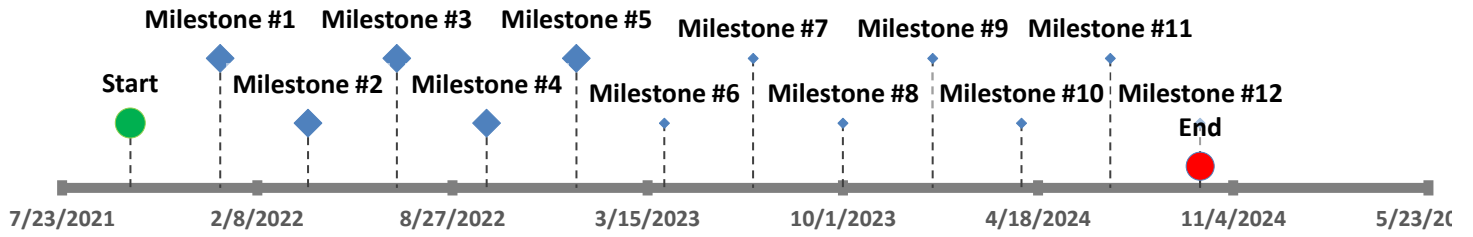
**Milestone 4 50 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 236 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 236 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		31%	100%	130.99	436	\$ 1,224,439	\$ 319,237	\$ 83,423	\$ 194,341	\$ 590,000	\$ 2,411,441
<b>Amount to Date</b>						\$ 3,912,888	\$ 1,020,172	\$ 266,592	\$ 621,048	\$ 1,090,000	\$ 6,910,700

**Milestone 5 50 Miles of BB OSP/ISP**

<b>Amount to Date</b>						\$ 3,912,888	\$ 1,020,172	\$ 266,592	\$ 621,048	\$ 1,090,000	\$ 6,910,700
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## Pittsylvania County VATI RDOF Project



### Milestones

Date	Label	Position
10/1/2021	Start	15
1/1/2022	Milestone #1	30
4/1/2022	Milestone #2	15
7/1/2022	Milestone #3	30
10/1/2022	Milestone #4	15
1/1/2023	Milestone #5	30
4/1/2023	Milestone #6	15
7/1/2023	Milestone #7	30
10/1/2023	Milestone #8	15
1/1/2024	Milestone #9	30
4/1/2024	Milestone #10	15
7/1/2024	Milestone #11	30
10/1/2024	Milestone #12	15
10/1/2024	End	5
<i>Insert new rows above this one</i>		

**Milestone 1 50 Miles of BB OSP/ISP**

**East WPPDC Pittsylvania County Milestone Descriptions**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts					<b>TOTAL MILES</b>	<b>1122.33</b>				
Task 2	Phase Material Purchase Orders and Delivery					<b>Total Drops</b>	<b>4794</b>				
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		4%	4%	50	0	\$ 1,760,201	\$ 736,367	\$ 102,538	\$ 239,254	\$ -	\$ 2,838,360
<b>Amount to Date</b>						\$ 1,760,201	\$ 736,367	\$ 102,538	\$ 239,254	\$ -	\$ 2,838,360

**Milestone 2 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 100 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 100 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	13%	150	100	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 250,000	\$ 5,926,720
<b>Amount to Date</b>						\$ 5,280,603	\$ 2,209,101	\$ 307,613	\$ 717,763	\$ 250,000	\$ 8,765,080

**Milestone 3 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 200 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 200 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	22%	250	300	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 500,000	\$ 6,176,720
<b>Amount to Date</b>						\$ 8,801,005	\$ 3,681,836	\$ 512,688	\$ 1,196,271	\$ 750,000	\$ 14,941,800

**Milestone 4 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 500 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 500 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	31%	350	800	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720
<b>Amount to Date</b>						\$ 12,321,407	\$ 5,154,570	\$ 717,763	\$ 1,674,780	\$ 2,000,000	\$ 21,868,520

**Milestone 5 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 500 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 500 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	40%	450	1300	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720
<b>Amount to Date</b>						\$ 15,841,809	\$ 6,627,304	\$ 922,838	\$ 2,153,288	\$ 3,250,000	\$ 28,795,240

**Milestone 6 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 500 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 500 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	49%	550	1800	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720
<b>Amount to Date</b>						\$ 19,362,212	\$ 8,100,039	\$ 1,127,913	\$ 2,631,797	\$ 4,500,000	\$ 35,721,960

**Milestone 7 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts										
Task 2	Phase Material Purchase Orders and Delivery										
Task 3	Permits/Encroachments										
Task 4	Distribution/Transport Fiber Placement										
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted										
Task 6	Remote Electronic Equipment Installed/Turnup/Tested										
Task 7	Install Drops/Tested 500 units	<b>Quarterly Change</b>	<b>Project Change</b>	<b>Miles To Date</b>	<b>Drops To Date</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drop</b>	<b>Total</b>
Task 8	Customer ONT Installed and Tested 500 units										
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	58%	650	2300	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720
<b>Amount to Date</b>						\$ 22,882,614	\$ 9,572,773	\$ 1,332,988	\$ 3,110,306	\$ 5,750,000	\$ 42,648,680

**Milestone 8 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts											
Task 2	Phase Material Purchase Orders and Delivery											
Task 3	Permits/Encroachments											
Task 4	Distribution/Transport Fiber Placement											
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted											
Task 6	Remote Electronic Equipment Installed/Turnup/Tested											
Task 7	Install Drops/Tested 500 units	Quarterly	Project	Miles	Drops							
Task 8	Customer ONT Installed and Tested 500 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total	
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	67%	750	2800	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720	
						Amount to Date	\$ 26,403,016	\$ 11,045,507	\$ 1,538,063	\$ 3,588,814	\$ 7,000,000	\$ 49,575,400

**Milestone 9 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts											
Task 2	Phase Material Purchase Orders and Delivery											
Task 3	Permits/Encroachments											
Task 4	Distribution/Transport Fiber Placement											
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted											
Task 6	Remote Electronic Equipment Installed/Turnup/Tested											
Task 7	Install Drops/Tested 500 units	Quarterly	Project	Miles	Drops							
Task 8	Customer ONT Installed and Tested 500 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total	
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	76%	850	3300	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720	
						Amount to Date	\$ 29,923,418	\$ 12,518,242	\$ 1,743,138	\$ 4,067,323	\$ 8,250,000	\$ 56,502,120

**Milestone 10 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts											
Task 2	Phase Material Purchase Orders and Delivery											
Task 3	Permits/Encroachments											
Task 4	Distribution/Transport Fiber Placement											
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted											
Task 6	Remote Electronic Equipment Installed/Turnup/Tested											
Task 7	Install Drops/Tested 500 units	Quarterly	Project	Miles	Drops							
Task 8	Customer ONT Installed and Tested 500 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total	
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	85%	950	3800	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720	
						Amount to Date	\$ 33,443,820	\$ 13,990,976	\$ 1,948,213	\$ 4,545,831	\$ 9,500,000	\$ 63,428,840

**Milestone 11 100 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts											
Task 2	Phase Material Purchase Orders and Delivery											
Task 3	Permits/Encroachments											
Task 4	Distribution/Transport Fiber Placement											
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted											
Task 6	Remote Electronic Equipment Installed/Turnup/Tested											
Task 7	Install Drops/Tested 500 units	Quarterly	Project	Miles	Drops							
Task 8	Customer ONT Installed and Tested 500 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total	
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	94%	1050.03	4300	\$ 3,520,402	\$ 1,472,734	\$ 205,075	\$ 478,509	\$ 1,250,000	\$ 6,926,720	
						Amount to Date	\$ 36,964,222	\$ 15,463,710	\$ 2,153,288	\$ 5,024,340	\$ 10,750,000	\$ 70,355,560

**Milestone 12 72.3 Miles of BB OSP/ISP**

Task 1	Final Design/Field Staking/Const. Sheets/Contracts											
Task 2	Phase Material Purchase Orders and Delivery											
Task 3	Permits/Encroachments											
Task 4	Distribution/Transport Fiber Placement											
Task 5	Distribution/Transport Fiber Spliced/Tested/Accepted											
Task 6	Remote Electronic Equipment Installed/Turnup/Tested											
Task 7	Install Drops/Tested 494 units	Quarterly	Project	Miles	Drops							
Task 8	Customer ONT Installed and Tested 494 units	Change	Change	To Date	To Date	VATI	County	RDOF	RSN Fiber	RSN Drop	Total	
Percent Complete (What is the Percent Complete for the total project when this milestone is met?)		9%	100%	1122.33	4794	\$ 2,546,307	\$ 1,065,229	\$ 148,331	\$ 346,105	\$ 1,235,000	\$ 5,340,972	
						Amount to Date	\$ 39,510,529	\$ 16,528,939	\$ 2,301,619	\$ 5,370,445	\$ 11,985,000	\$ 75,646,532

**Memorandum of Agreement**  
**West Piedmont Planning District**  
**Commission**  
**And**  
**RiverStreet Networks**

**WPPDC EAST UNIVERSAL BROADBAND PROJECT**

This agreement is made on \_\_\_\_\_, between the West Piedmont Planning District Commission (WPPDC), P.O. Box 5268, Martinsville VA 24115, and RiverStreet Networks (RSV), ADDRESS.

RECITALS:

- A. Whereas, the Department of Housing and Community Development (DHCD) will be implementing the Virginia Telecommunications Initiative (VATI) grant program; and
- B. Whereas, the primary objective of the VATI is to provide financial assistance to supplement construction costs by private sector broadband service providers, in partnership with local units of government to extend service to areas that presently are unserved by any broadband provider; and
- C. Whereas, applications must be submitted by a unit of government with a private sector provider as a co-applicant; and
- D. Whereas, Pittsylvania, Bedford, Campbell, Charlotte, Nottoway, and Amelia Counties have requested that the WPPDC be the applicant on their behalf; and
- E. Whereas, Pittsylvania, Bedford, Campbell, Charlotte, Nottoway, and Amelia Counties have designated RSN as the co-applicant, and
- F. Whereas, the WPPDC and RSN will partner for a grant application for the VATI grant program to serve areas in Pittsylvania, Bedford, Campbell, Charlotte, Nottoway, and Amelia Counties.

NOW, therefore, the parties agree as follows:

THE WPPDC on behalf of Pittsylvania, Bedford, Campbell, Charlotte, Nottoway, and Amelia Counties:

- 1. The WPPDC will act as fiscal agent for the project and maintain accurate records of the financial expenditures of the VATI monies, including, but not limited to financial reports, monthly funding draws; approval of RSN expenditures and invoices, documentation of matching funds, etc.; and
- 2. The WPPDC will provide overall grant management of the VATI project and provide coordination and administration of the project by working as a liaison between the localities, RSN, and DHCD, and
- 3. The WPPDC will assist the Counties and RSN with educating the public about the project and services to be available in their areas.

RSN:

1. RSN will provide the WPPDC required information for the management of the VATI grant, including, but not limited to progress reports and monthly invoices; and
2. RSN will provide the required documents to the counties for zoning and permit applications; and
3. RSN will design, engineer, construct, and implement broadband services as designated in the VATI application in compliance with the grant program requirements, and
4. RSN will guarantee that the minimum bandwidth offerings for the project will be no less than the Federal Communications Commission's definition of broadband as of the date of project commencement; and
5. RSN will own all assets to be funded by VATI grant monies.

This agreement will terminate when DHCD notifies the WPPDC that all grant requirements have been satisfied.

Witness the following authorized signatures on behalf of the parties:

By:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michael R. Armbrister  
Executive Director, WPPDC

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**NAME**  
**TITLE**, RiverStreet Networks

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) entered into on September 8, 2021, by and between RiverStreet Communications of Virginia, Inc., located at 1400 River Street, Wilkesboro, North Carolina, 28697, hereinafter referred to as the "RiverStreet," and the County of Amelia, Virginia, located at 16360 Dunn Street, Amelia CH, VA. 23002, hereinafter referred to as the "County" (RiverStreet and County are collectively referred to as the "Parties"), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

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

WHEREAS, the Parties are desirous to enter into this Memorandum of Understanding to set forth the working arrangements that both Parties agree shall be necessary to complete the Project;

### **MISSION**

The Project is intended to serve the subject areas of the County with broadband internet access service, in order to meet the future needs of residents and businesses in the County.

### **PURPOSE AND SCOPE**

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any binding contracts which the Parties may enter into in the future related to the Project.

### **OBJECTIVES**

The Parties shall endeavor to work together to develop, fund, and establish policies and procedures that will promote and sustain a market for Broadband availability and intend to maintain a product and/or services that meet or exceed all business and industry standards.

### **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

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

## **SERVICES COOPERATION**

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

### Broadband Internet access services

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

The total project budget for the County will be \$30,490,000. The County agrees to provide a minimum match of \$3,775,046; RiverStreet agrees to provide a minimum match of \$5,864,770. The grant requested amount from VATI will be \$19,706,584.

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

## **TIMELINE**

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

## **TERM**

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

If the Parties are successful in securing sufficient grant funding that they are willing to move forward with the Project, then they agree to use their best efforts to negotiate, execute and deliver a formal contract regarding the Project ("Project Agreement"). A Project Agreement will contain terms and conditions, representations, warranties, covenants, and other provisions that are customary in service arrangements of the sort contemplated in this MOU. If the Parties are unable to agree on the terms and conditions of a Project Agreement within 60 days of the award of such grant funding, then either Party may give notice of the termination of this Memorandum. In that event, the Parties



shall have no further obligations to each other under this Memorandum except for any obligations which are specifically provided to survive a termination of this MOU. This MOU does not create any legal or equitable obligations or legal rights.

#### **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

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

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

#### **GENERAL PROVISIONS**

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

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

#### **LIMITATION OF LIABILITY**

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

#### **ARBITRATION/MEDIATION DISPUTE RESOLUTION**

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

The Parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding

arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

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

### **NOTICE**

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

### **GOVERNING LAW**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia

### **SEVERABILITY CLAUSE**

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

### **ASSIGNMENT**

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

### **ENTIRE UNDERSTANDING**

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time.

**MOU SUMMARIZATION**

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

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the Project.
- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations or opportunities. .
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of the Project, to the fullest extent possible.
- This MOU is not a binding contract, and it is not the intent or purpose of this MOU to create any rights, benefits, obligations and/or trust responsibilities by or between the Parties.
- This MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Project or the effort to bring it to fruition.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Parties' efforts relating to the Project, then such shall then be done in accordance with applicable Virginia laws, regulations and/or procedures.
- In the event that it should become necessary to provide funding for the effort to develop the Project, then any such endeavor shall be addressed in a separate and mutually agreed upon written agreement signed by the Parties or their representatives, in accordance with applicable laws and regulations, and in no way does this MOU provide such right or authority or obligate any Party to provide any such funding.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other Party as provided for herein.

**AUTHORIZATION AND EXECUTION**

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

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

**RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**

By: 

Gregory S. Coltrain

VP, Business Development

**AMELIA COUNTY, VIRGINIA**

By: 

A. Taylor Harvie, III

Amelia County Administrator

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) entered into on this 8 day of September, 2021, by and between **RiverStreet Communications of Virginia, Inc.**, located at 1400 River Street, Wilkesboro, North Carolina, 28697, hereinafter referred to as the “RiverStreet,” and the **County of Bedford**, Virginia, located at 122 East Main Street, Bedford, Virginia 24523, hereinafter referred to as the “County” (RiverStreet and County are collectively referred to as the “Parties”), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

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

WHEREAS, RiverStreet has also been awarded funding from the Federal Connect America Fund (“CAF II”) as part of the Project to cover the portion of the cost of building additional fiber networks and providing broadband service to additional unserved or underserved locations in the County not necessarily encompassed by the RDOF-funded portions of the Project;

WHEREAS, additional unserved and underserved addresses have been identified outside of both the RDOF and CAF II area that Parties are desirous to serve with broadband fiber networks;

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

### **MISSION**

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

### **PURPOSE AND SCOPE**

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

### **OBJECTIVES**

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

## **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

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

## **SERVICES COOPERATION**

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

Broadband Internet access services

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

The total budget for the Project is expected to be \$14,644,500. The County agrees to provide a total match of \$2,014,874 in funding for the Project. RiverStreet agrees to provide a minimum match of \$3,874,991 in funding for the Project along with \$695,139 in RDOF. The amount of the VATI Grant to be requested for the Project will be at least \$8,059,496. The total number of homes projected to be passed by the Project shall be at least 2,927 (inclusive of the CAF II project build estimated to cost \$5,659,715).

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

## **TIMELINE**

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

## **TERM**

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

If the Parties are successful in securing sufficient grant funding that they are both willing to move forward with the Project, then they agree to use good faith efforts to negotiate, execute and deliver a formal contract regarding the Project ("Project Agreement"). The Parties contemplate that a Project Agreement will contain terms and conditions, representations, warranties, covenants, and other provisions that are customary in service arrangements of the sort contemplated in this MOU. If the Parties are unable to agree on the terms and conditions of a Project Agreement within 60 days of receiving notice of the award of such grant funding, then either Party may give notice of the termination of this MOU. In that event, the Parties shall have no further obligations to each other under this MOU except for any obligations which are specifically provided to survive a termination of this MOU. This MOU does not create any legal or equitable obligations or legal rights.

## **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

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

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

## **GENERAL PROVISIONS**

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

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

**LIMITATION OF LIABILITY**

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

**ARBITRATION/MEDIATION DISPUTE RESOLUTION**

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

The Parties agree that venue for any claim or dispute that arises from or through this MOU shall be in the state and Federal courts for Bedford County, Virginia.

**NOTICE**

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

**GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws rules.

**SEVERABILITY CLAUSE**

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

**ASSIGNMENT**

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



or to any entity into which RiverStreet may have merged or consolidated or which purchases all or substantially all of the assets of RiverStreet.

### **ENTIRE UNDERSTANDING**

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

### **MOU SUMMARIZATION**

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

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

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

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

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

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

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

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

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

**AUTHORIZATION AND EXECUTION**

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

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

**RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**

By:   
Gregory S. Coltrain  
VP, Business Development

**BEDFORD COUNTY, VIRGINIA**

By:   
Robert Hiss  
Bedford County Administrator

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") entered into on September 8, 2021 2021, by and between **RiverStreet Communications of Virginia, Inc.**, located at 1400 River Street, Wilkesboro, North Carolina, 28697, hereinafter referred to as the "RiverStreet," and the **County of Campbell, Virginia**, located at 47 Courthouse Lane, Rustburg, VA 24588, hereinafter referred to as the "County" (RiverStreet and County are collectively referred to as the "Parties"), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

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

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

### **MISSION**

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

### **PURPOSE AND SCOPE**

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

### **OBJECTIVES**

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

### **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

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

### **SERVICES COOPERATION**

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

## Broadband Internet access services

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

The total budget for the Project is expected to be \$25,246,000. The County agrees to provide a minimum match not to exceed \$3,400,000 in funding for the Project. RiverStreet agrees to provide a minimum match along with the RDOF Grant of \$8,331,080 in funding for the Project. The amount of the VATI Grant to be requested for the Project will be at least \$13,531,936, and the total number of homes projected to be passed by the Project shall be at least 3,884.

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

### **TIMELINE**

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

### **TERM**

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

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

survive a termination of this MOU. If the Parties receive no grant funding upon which further joint efforts can be made within 12 months after the execution of this MOU, the MOU will terminate without further action by the Parties. This MOU does not create any legal or equitable obligations or legal rights.

#### **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

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

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

#### **GENERAL PROVISIONS**

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

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

#### **LIMITATION OF LIABILITY**

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

#### **ARBITRATION/MEDIATION DISPUTE RESOLUTION**

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

The Parties agree that any claim or dispute that arises from or through this MOU, if not resolved through mediation, shall then go to and be resolved through final and binding

arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

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

#### **NOTICE**

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

#### **GOVERNING LAW**

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

#### **SEVERABILITY CLAUSE**

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

#### **ASSIGNMENT**

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

#### **ENTIRE UNDERSTANDING**

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

## **MOU SUMMARIZATION**

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

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in a manner and fashion intended to bring about the achievement and fulfillment of the goals and objectives of the Project.
- It is not the intent of this MOU to restrict the Parties from their involvement in or participation with any other public or private individuals, agencies or organizations or opportunities.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of the Project, to the fullest extent possible.
- This MOU is not a binding contract, and it is not the intent or purpose of this MOU to create any rights, benefits, obligations and/or trust responsibilities by or between the Parties.
- This MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Project or the effort to bring it to fruition.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Parties' efforts relating to the Project, then such shall then be done in accordance with applicable Virginia laws, regulations and/or procedures, and any Project Agreement which the Parties may enter into in the future.
- In the event that it should become necessary to provide funding for the effort to develop the Project, then any such endeavor shall be addressed in a separate and mutually agreed upon written agreement signed by the Parties or their representatives, in accordance with applicable laws and regulations, and in no way does this MOU provide such right or authority or obligate any Party to provide any such funding.
- The Parties have the right to individually or jointly terminate their participation in this MOU provided that advanced written notice is delivered to the other Party as provided for herein.

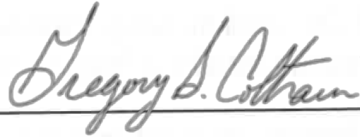
**AUTHORIZATION AND EXECUTION**

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

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

**RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**

By: \_\_\_\_\_



Gregory S. Coltrain

VP, Business Development

**CAMPBELL COUNTY, VIRGINIA**

By: \_\_\_\_\_



Frank J. Rogers

County Administrator



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") entered into on September 1, 2021, by and between RiverStreet Communications of Virginia, Inc., located at 1400 River Street, Wilkesboro, North Carolina, 28697, hereinafter referred to as the "RiverStreet," and Charlotte County, Virginia, located at 250 LeGrande Avenue, Charlotte Court House, Virginia 23923, , hereinafter referred to as the "County" (RiverStreet and County are collectively referred to as the "Parties"), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

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

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

### **MISSION**

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

### **PURPOSE AND SCOPE**

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

### **OBJECTIVES**

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

### **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

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

### **SERVICES COOPERATION**

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

## Broadband Internet access services

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

The total budget for the Project is expected to be \$ 10,335,000. The County agrees to provide a minimum match of \$ 1,287,900 in funding for the Project. RiverStreet agrees to provide a minimum match of \$ 2,873,702 in funding for the Project. The amount of the VATI Grant to be requested for the Project will be at least \$ 5,623,240, and the total number of homes projected to be passed by the Project shall be at least 1,590.

*NOTE: Balance RDOF \$ 550,158.*

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

### **TIMELINE**

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

### **TERM**

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

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

to each other under this MOU except for any obligations which are specifically provided to survive a termination of this MOU. This MOU does not create any legal or equitable obligations or legal rights.

### **ACCELERATION OF COMPLETION DATE IN CAF II GRANT**

RiverStreet commits to including, in the Project Agreement, a provision that its completion date under the CAF II grant awarded to it for Charlotte County will be accelerated to match the completion date provided for in the VATI grant awarded to RiverStreet for the installation of broadband facilities in Charlotte County.

### **AMENDMENT OR CANCELLATION OF THIS MOU**

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

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

### **GENERAL PROVISIONS**

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

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

### **LIMITATION OF LIABILITY**

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

### **ARBITRATION/MEDIATION DISPUTE RESOLUTION**

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

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

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

#### **NOTICE**

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

#### **GOVERNING LAW**

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

#### **SEVERABILITY CLAUSE**

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

#### **ASSIGNMENT**

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

### **ENTIRE UNDERSTANDING**

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

### **MOU SUMMARIZATION**

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

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in a manner and fashion intended to bring about the achievement and fulfillment of the goals and objectives of the Project.
- It is not the intent of this MOU to restrict the Parties from their involvement in or participation with any other public or private individuals, agencies or organizations or opportunities.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of the Project, to the fullest extent possible.
- This MOU is not a binding contract, and it is not the intent or purpose of this MOU to create any rights, benefits, obligations and/or trust responsibilities by or between the Parties.
- This MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Project or the effort to bring it to fruition.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Parties' efforts relating to the Project, then such shall then be done in accordance with applicable Virginia laws, regulations and/or procedures, and any Project Agreement which the Parties may enter into in the future.
- In the event that it should become necessary to provide funding for the effort to develop the Project, then any such endeavor shall be addressed in a separate and mutually agreed upon written agreement signed by the Parties or their representatives, in accordance with applicable laws and regulations, and in no way does this MOU provide such right or authority or obligate any Party to provide any such funding.
- The Parties have the right to individually or jointly terminate their participation in this MOU provided that advanced written notice is delivered to the other Party as provided for herein.

**AUTHORIZATION AND EXECUTION**

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

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


**RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**

By:  \_\_\_\_\_

Gregory S. Coltrain

VP, Business Development

**CHARLOTTE COUNTY, VIRGINIA**

By:  \_\_\_\_\_

Daniel N. Witt,

County Administrator

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") entered into on August 9, 2021, by and between **RiverStreet Communications of Virginia, Inc.**, located at 1400 River Street, Wilkesboro, North Carolina, 28697, hereinafter referred to as the "RiverStreet," and the **County of Nottoway**, Virginia, located at 344 West Courthouse Rd., Nottoway, VA 23855 hereinafter referred to as the "County" (RiverStreet and County are collectively referred to as the "Parties"), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

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

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

### **MISSION**

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

### **PURPOSE AND SCOPE**

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

### **OBJECTIVES**

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

### **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

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

### **SERVICES COOPERATION**

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

## Broadband Internet access services

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

The total budget for the Project is expected to be \$7,078,500. The County agrees to provide a minimum match of \$1,020,172 in funding for the Project. RiverStreet agrees to provide a minimum match of \$1,089,000 in funding for the Project. The amount of the VATI Grant to be requested for the Project will be at least \$4,080,688, and the total number of homes projected to be passed by the Project shall be at least 1,089.

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

### **TIMELINE**

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

### **TERM**

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

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



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

#### **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

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

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

#### **GENERAL PROVISIONS**

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

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

#### **LIMITATION OF LIABILITY**

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

#### **ARBITRATION/MEDIATION DISPUTE RESOLUTION**

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

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

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

**NOTICE**

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

**GOVERNING LAW**

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

**SEVERABILITY CLAUSE**

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

**ASSIGNMENT**

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

**ENTIRE UNDERSTANDING**

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

**MOU SUMMARIZATION**

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

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in a manner and fashion intended to bring about the achievement and fulfillment of the goals and objectives of the Project.
- It is not the intent of this MOU to restrict the Parties from their involvement in or participation with any other public or private individuals, agencies or organizations or opportunities.
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of the Project, to the fullest extent possible.
- This MOU is not a binding contract, and it is not the intent or purpose of this MOU to create any rights, benefits, obligations and/or trust responsibilities by or between the Parties.
- This MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Project or the effort to bring it to fruition.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Parties' efforts relating to the Project, then such shall then be done in accordance with applicable Virginia laws, regulations and/or procedures, and any Project Agreement which the Parties may enter into in the future.
- In the event that it should become necessary to provide funding for the effort to develop the Project, then any such endeavor shall be addressed in a separate and mutually agreed upon written agreement signed by the Parties or their representatives, in accordance with applicable laws and regulations, and in no way does this MOU provide such right or authority or obligate any Party to provide any such funding.
- The Parties have the right to individually or jointly terminate their participation in this MOU provided that advanced written notice is delivered to the other Party as provided for herein.

**AUTHORIZATION AND EXECUTION**

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

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

**RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**

By: Gregory S. Coltrain

Gregory S. Coltrain

VP, Business Development

**NOTTOWAY COUNTY, VIRGINIA**

By: Sherman C. Vaughn  
8-9-21

Sherman C. Vaughn, Chairman

**MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) entered into on September , 2021, by and between **RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**, located at 1400 River Street, Wilkesboro, North Carolina, 28697 (“RiverStreet”), and the **COUNTY OF PITTSYLVANIA, VIRGINIA**, located at 1 Center Street, Chatham, Virginia 24531 (“County”); (collectively referred to as the “Parties”), for the purpose of establishing and achieving various goals and objectives relating to the project contemplated by the Parties.

**WHEREAS**, there are approximately 8,500 County households in U.S. Census blocks that are unable to receive broadband service at speeds equal to or greater than twenty-five (25) download and three (3) megabits per second (Mbps) upload speeds and are therefore classified by the Federal Communications Commission (“FCC”) as unserved; and

**WHEREAS**, RiverStreet proactively sought and was awarded FCC grants to construct and provide fiber to the home (“FTTH”) service to all unserved households in the County (“Project”); and

**WHEREAS**, the County and School Board received significant funding through the American Rescue Plan Act (“ARPA”) that may be used to improve broadband infrastructure; and

**WHEREAS**, the Commonwealth of Virginia has designated state-level ARPA funds to further incentivize communities to expand broadband service; and

**WHEREAS**, RiverStreet has identified over \$75,000,000 of needs to provide nearly 12,000 County homes with FTTH; and

**WHEREAS**, the RiverStreet and County partnership will include a Revenue Sharing Agreement which will allow the County to reinvest funds earned to build additional service; and

**WHEREAS**, the Pittsylvania County Board of Supervisors and the Pittsylvania County School Board desire to supplement the Project with \$12,000,000 of ARPA funding; and

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

**WITNESSETH**

**1. MISSION**

The Project is intended to provide the areas of the County that are identified by the FCC as “unserved” with access to FIFTH broadband to meet the future needs of residents and businesses

**BUSINESS SAVVY. PEOPLE FRIENDLY.**

David M. Smitherman, County Administrator  
david.smitherman@pittgov.org

in those areas of the County.

**2. PURPOSE AND SCOPE**

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

**3. OBJECTIVES**

The Parties agree to work together to attempt to secure funding and establish policies and procedures that will promote and sustain a market for broadband availability and intend to work toward delivering a product and/or services that meet or exceed business and industry standards; in which the Parties endeavor to provide access to 100 Mbps symmetrical broadband service

**4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

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

**5. SERVICES COOPERATION**

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

Broadband Internet access services.

- **Phase 1 (beginning after MOU execution):** The Parties will work together to apply for Virginia Telecommunication Initiative (“VATI”) grant(s). The Parties anticipate that VATI guidelines will require contributions by RiverStreet and the County as matching funds to secure a FY2022 VATI Grant through the Virginia DHCD. DHCD funding shall not exceed eighty percent (80%) of Project costs. The Parties’ VATI Grant Application may be a part of a regional application made together with other Virginia counties. The total budget for the Project is expected to be \$75,696,532. The County agrees to provide a minimum match of \$16,528,939 in funding for the Project. RiverStreet agrees to provide a minimum match of \$19,657,064 in funding for the Project. The amount of the VATI Grant to be requested for the Project will be at least \$39,510,529, and the total number of homes projected to be passed by the Project shall be at least 11,985.
- **Phase 2 (beginning after Phase 1):** RiverStreet will work with the County to continue Project planning and the Parties will seek additional Federal, State, and local funding to expand the availability of broadband service in the County.

**6. TIMELINE**

The above outlined scope and objective shall be contingent on the Parties’ ability to obtain the necessary funding required for the Project, as described in any applicable grant or business loan application. Responsibilities about commencement and completion of the Project will be

established in any future agreement between the Parties and may coincide with the period specified in connection with any grants awarded in connection with the Project.

**7. TERM**

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

If the Parties are successful in securing sufficient grant funding that they are both willing to move forward with the Project, then they agree to use good faith efforts to negotiate, execute and deliver a formal contract regarding the Project (“Project Agreement”). The Parties contemplate that a Project Agreement will contain terms and conditions, representations, warranties, covenants, and other provisions that are customary in-service arrangements of the sort contemplated in this MOU. If the Parties are unable to agree on the terms and conditions of a Project Agreement within sixty (60) days of receiving notice of the award of such grant funding, then either Party may give notice of the termination of this MOU. In that event, the Parties shall have no further obligations to each other under this MOU, except for any obligations which are specifically provided to survive a termination of this MOU. This MOU does not create any legal or equitable obligations or legal rights.

**8. AMENDMENT OR CANCELLATION OF THIS MOU**

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

**9. GENERAL PROVISIONS**

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

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

**10. LIMITATION OF LIABILITY**

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

**11. NOTICE**

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

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

**12. GOVERNING LAW**

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

**13. SEVERABILITY CLAUSE**

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

**14. ASSIGNMENT**

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

**15. ENTIRE UNDERSTANDING**

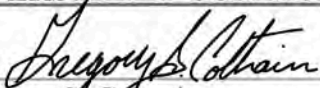
This MOU reflects the entire understanding and agreement of the Parties pertaining to all matters contemplated hereunder.

**16. AUTHORIZATION AND EXECUTION**

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

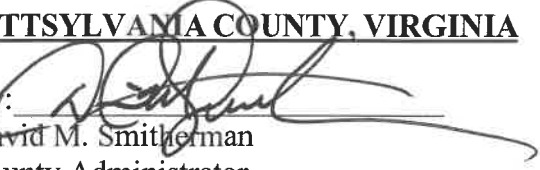
IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

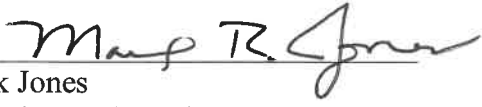
**RIVERSTREET COMMUNICATIONS OF VIRGINIA, INC.**

By:   
Gregory S. Coltrain  
VP, Business Development

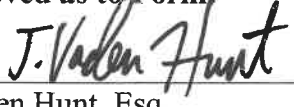


**PITTSYLVANIA COUNTY, VIRGINIA**

By:   
David M. Smitherman  
County Administrator

By:   
Mark Jones  
School Superintendent

**Approved as to Form:**

  
\_\_\_\_\_  
J. Vaden Hunt, Esq.  
Pittsylvania County Attorney

VATI FUNDING SOURCES TABLE

Please fill in the chart below with a description of the project funding source (local, federal, state, private, other), the amount from that source, the percentage of total project funding that source represents, and a description of the current status of the funds (pending, secured, etc.).

Source	Amount	%	Status
REQUESTED VATI	\$ 87,966,545	55%	Pending
Amelia County	\$ 3,775,046	2%	Appropriated
Bedford County	\$ 2,014,874	1%	Appropriated
Campbell County	\$ 3,382,984	2%	Appropriated
Charlotte County	\$ 1,287,900	1%	Appropriated
Nottoway County	\$ 1,020,172	1%	Appropriated
Pittsylvania County	\$ 16,528,939	10%	Appropriated
RiverStreet Networks - RDOF	\$ 5,499,463	3%	Awarded
RiverStreet Networks - Cash	\$ 38,325,081	24%	Approved
<b>TOTAL</b>	<b>\$159,801,004</b>	<b>100 %</b>	

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

September 10, 2021

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

Re: VATI 2022 Application Period - West WPPDC

Dear Dr. Tamarah Holmes:

RiverStreet Networks is excited about the opportunity to submit a proposal to expand broadband services throughout counties in the VATI 2022 West WPPDC application. Our years of experience in building and maintaining Fiber-to-the-Home networks will help ensure broadband becomes a reality in the proposed funded service area (PFSA). We greatly understand the urgent need.

Our confidence in providing exceptional products and services is supported by our commitment to match this project with funds by leveraging **\$2,369,028** in RDOF support and **\$15,583,732** in matching funds.

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

Sincerely,



Gregory S. Coltrain  
VP of Business Development

**BOARD OF SUPERVISORS**

**H. JOSEPH EASTER**

CHAIRMAN

Election District 4

**SHAUN WEYANT**

VICE-CHAIRMAN

Election District 3

**DAVID M. FELTS, JR.**

Election District 1

**ROGER A. SCOTT**

Election District 2

**FRANKLIN D. HARRIS**

Election District 5



**A. TAYLOR HARVIE, III**

COUNTY ADMINISTRATOR

16360 Dunn Street, Suite 101  
Post Office Box A  
Amelia Court House, Virginia 23002

Telephone: (804) 561-3039  
Facsimile: (804) 561-6039  
Website: [www.ameliacova.com](http://www.ameliacova.com)

September 8, 2021

Virginia DHCD  
600 E. Main Street, Suite 300  
Richmond, VA 23210

RE: VATI 2022 Application - Attachment 10 Documentation of Matching Funding

DHCD Staff:

The Amelia County Board of Supervisors (the "BOS") has appropriated the full local match in the amount of \$3,775,046 for our West Piedmont PDC (WP PDC) VATI 2022 Application. The funds will be made available as required by WP PDC to pay for the construction of the fiber to the home (FTTH) project. These funds will be considered appropriated by the Board for once the grant is approved and awarded.

We are very pleased to be associated with this application and feel that it will help us reach our goal of ubiquitous broadband service in our County.

Thank you for your consideration and potential partnership with WP PDC and Amelia County.

Respectfully,

A. Taylor Harvie, III



# COUNTY OF BEDFORD, VIRGINIA

## County Administration Building

122 East Main Street, Suite 202

Bedford, Virginia 24523

Tel: (540) 586.7601

ROBERT HISS  
COUNTY ADMINISTRATOR

---

### OFFICE OF THE COUNTY ADMINISTRATOR

September 8, 2021

Virginia DHCD  
600 E. Main Street, Suite 300  
Richmond, VA 23210

RE: VATI 2022 Application - Attachment 10 Documentation of Matching Funding

DHCD Staff:

During a special called meeting on September 7, 2021, the Bedford County Board of Supervisors (the "BOS") appropriated the full local match in the amount of **\$2,014,874** for our West Piedmont PDC (WPPDC) VATI 2022 Application in conjunction with Riverstreet. The funds will be made available as required by WPPDC to pay for the construction of the fiber to the home (FTTH) project. These funds will be considered appropriated by the Board for once the grant is approved and awarded.

We are very pleased to be associated with this application and feel that it will help us reach our goal of ubiquitous broadband service in our County.

Thank you for your consideration and potential partnership with WPPDC and Bedford County.

Regards,

Robert Hiss  
County Administrator

# Campbell County

Virginia

**Office of the County Administrator**

Frank J. Rogers

P.O. Box 100, Rustburg, VA 24588

[administration@campbellcountyva.gov](mailto:administration@campbellcountyva.gov)

Phone: 434-332-9525; 592-9525; 283-9525

Fax: 434-332-9617

September 8, 2021

Virginia DHCD  
600 E. Main Street, Suite 300  
Richmond, VA 23210

RE: VATI 2022 Application - Attachment 10 Documentation of Matching Funding

DHCD Staff:

The Campbell County Board of Supervisors (the "BOS") has appropriated the full local match in an amount not to exceed \$3,400,000 for our West Piedmont PDC (WPPDC) VATI 2022 Application. The funds will be made available as required by WPPDC to pay for the construction of the fiber to the home (FTTH) project. These funds will be considered appropriated by the Board for once the grant is approved and awarded.

We are very pleased to be associated with this application and feel that it will help us reach our goal of ubiquitous broadband service in our County.

Thank you for your consideration and potential partnership with WPPDC and Campbell County.

Sincerely



Frank Rogers

County Administrator

**Governing with Vision**

*to be the most collaborative, professional, value-driven locality in Virginia*

[www.campbellcountyva.gov](http://www.campbellcountyva.gov)



## County of Charlotte Board of Supervisors

Post Office Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, VA 23923-0608

Daniel N. Witt  
County Administrator  
[www.charlottecountyva.gov](http://www.charlottecountyva.gov)

Phone 434-542-5117  
Fax 434-542-5248

**September 2, 2021**

Virginia DHCD  
600 E. Main Street, Suite 300  
Richmond, VA 23210

**RE: VATI 2022 Application - Attachment 10 Documentation of Matching Funding**

DHCD Staff:

Charlotte County Board of Supervisors (the "BOS") has appropriated the full local match in the amount of \$1,287,900.00 for our West Piedmont PDC (WPPDC) VATI 2022 Application. The funds will be made available as required by WPPDC to pay for the construction of the fiber to the home (FTTH) project. These funds will be considered appropriated by the Board once the grant is approved and awarded.

We are very pleased to be associated with this application and feel that it will help us reach our goal of ubiquitous broadband service in our County.

Thank you for your consideration and potential partnership with WPPDC and Charlotte County.

Regards,

Daniel Witt,  
County Administrator

OFFICE OF  
**THE BOARD OF SUPERVISORS**  
NOTTOWAY COUNTY

**SUPERVISORS**

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DISTRICT 4  
LYNN K. SHEKLETON, VICE CHAIRMAN  
DISTRICT 5  
STEVE W. BOWEN  
DISTRICT 1  
JOHN A. ROARK  
DISTRICT 2  
HELEN M. SIMMONS  
DISTRICT 3



P. O. BOX 92  
344 W. COURTHOUSE RD.  
NOTTOWAY, VIRGINIA 23955  
TELEPHONE (434) 645-8696  
FAX No. (434) 645-8667  
E-MAIL: [nottoway@nottoway.org](mailto:nottoway@nottoway.org)  
[www.nottoway.org](http://www.nottoway.org)

**COUNTY ADMINISTRATOR**  
P.S.T. (TED) COSTIN

**ASSISTANT COUNTY ADMINISTRATOR/  
FINANCE DIRECTOR**  
KATY J. TOMER

**BUILDING & CODE OFFICIAL  
EROSION & SEDIMENT ADMINISTRATOR**  
DEAN S. LEWIS

September 9, 2021

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

RE: VATI 2022 Application - Attachment 10 Documentation of Matching Funding

Dear DHCD Staff:

The Nottoway County Board of Supervisors (the "BOS") has allocated and will appropriate a minimum local match in the amount of \$1,020,172 for our West Piedmont PDC (WP PDC) VATI 2022 Application. The funds will be made available as required by WP PDC to pay for the construction of the fiber to the home (FTTH) project. These funds will be considered appropriated by the Board for once the grant is approved and awarded.

We are very pleased to be associated with this application and are certain that it will assist us in reaching our goal of providing high quality broadband service in our County.

Thank you for your consideration and potential partnership with WP PDC and Nottoway County.

Regards,

  
P. S. T. (Ted) Costin



September 7, 2021

Virginia DHCD  
600 E. Main Street, Suite 300  
Richmond, VA 23210

RE: *VATI 2022 Application - Attachment 10 Documentation of Matching Funding*

DHCD Staff:

The Pittsylvania County Board of Supervisors (the "BOS") has appropriated the full local match in the amount of \$16,528,939 million for our West Piedmont PDC (WPPDC) VATI 2022 Application. The funds will be made available as required by WPPDC to pay for the construction of the fiber to the home (FTTH) project. These funds will be considered appropriated by the Board for once the grant is approved and awarded.

We are very pleased to be associated with this application and feel that it will help us reach our goal of ubiquitous broadband service in our County.

Thank you for your consideration and potential partnership with WPPDC and Pittsylvania County.

Regards,



David M. Smitherman  
County Administrator  
Pittsylvania County



Dr. Mark Jones  
Superintendent  
Pittsylvania County Schools

# United States Senate

WASHINGTON, DC 20510-4606

September 10, 2021

COMMITTEES:  
FINANCE

BANKING, HOUSING, AND  
URBAN AFFAIRS

BUDGET

INTELLIGENCE

RULES AND ADMINISTRATION

Ms. Tamarah Holmes  
Director  
Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219-2430

Dear Ms. Holmes,

I write today in support of the West Piedmont Planning District Commission (WPPDC) and RiverStreet Networks's grant proposal to the Virginia Department of Housing and Community Development's (DHCD) Virginia Telecommunication Initiative (VATI). If approved for funding, WPPDC plans to improve internet service in several rural counties in Virginia.

The WPPDC and RiverStreet Networks are working to expand broadband service in Pittsylvania, Bedford, Campbell, Charlotte, Nottoway, and Amelia counties. I am aware these counties have dealt with little to no internet service which has inhibited the ability of students to attend school virtually. The planned improvements will increase educational opportunities and economic growth in the area while providing broadband access to citizens that is equivalent to that of larger and more populated areas of Virginia.

I ask that you give this proposal every appropriate consideration. Should you or your staff have any questions, please contact Bianca Casper at 804-775-2314 or [bianca\\_casper@warner.senate.gov](mailto:bianca_casper@warner.senate.gov).

Thank you for your service on behalf of my constituents.

Sincerely,



MARK R. WARNER  
United States Senator

MRW/bc



COMMONWEALTH OF VIRGINIA

**HOUSE OF DELEGATES**  
RICHMOND

**TERRY L. AUSTIN**

POST OFFICE BOX 400  
BUCHANAN, VIRGINIA 24066  
NINETEENTH DISTRICT

COMMITTEE ASSIGNMENTS:  
TRANSPORTATION  
APPROPRIATIONS  
RULES

August 27, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes:

I write in support of Bedford County's joint VATI grant application with Riverstreet Networks for building improved internet in rural areas of Bedford County, Virginia.

The citizens of Bedford County have long been at a disadvantage with little to no internet service in many of its rural areas, a reality that quickly became apparent during the COVID-19 pandemic. Students and teachers were unable to effectively conduct their lessons and classwork virtually, with some having to park in public library parking lots just to get internet service. Businesses who needed to continue operations were hamstrung by the fact that their employees did not have the broadband connections necessary to work remotely. School boards, local governments and other public entities who were mandated to conduct public business virtually struggled to reach large number of their constituents who did not have enough bandwidth to livestream meetings. Telemedicine, which would have provided much need relief to the overburdened health care industry, was not feasible.

We all recognize the incredible importance of broadband to the citizens in Bedford County. Strong, reliable internet connectivity is no longer a want, it is now a need. Improving broadband access will increase educational opportunities, enable economic growth, and close the digital divide that is so apparent between rural communities and more populated areas. Like water and electricity, broadband connectivity is an essential utility, and this VATI Grant will bring our rural areas into the 21<sup>st</sup> century.

I ask that you strongly consider this application and the benefits and opportunities it will create for Bedford County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry L. Austin".

Delegate Terry L. Austin  
19th House District



---

225 Industrial Park Rd. Farmville, VA 23901 | (434) 315-5909

August 30, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

We are writing to express our support of Charlotte County's joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

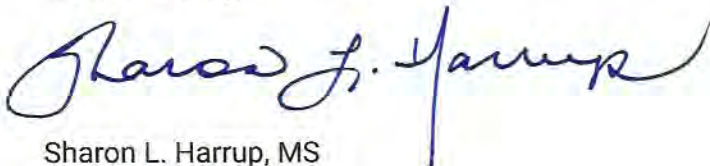
STEPS, Inc. is a 501c3 not for profit organization that provides five (5) empowerment services to the citizens in Charlotte County:

1. **Head Start** - We operate an Early Childhood Education Center in Charlotte Court House and are challenged daily with lack of connectivity. Last year during the peak of the pandemic, we provided virtual instruction to our enrolled infants, toddlers, preschool children and pregnant mothers. However, it was often frustrating when the parents were not able to connect, stay connected or have a strong enough signal that would allow us to see each other. Based on current pandemic numbers, I am fearful we will once again find ourselves providing virtual instruction and without consistent and reliable internet, the experience is even more frustrating for all involved.
2. **WIOA Out of School Youth Program** - STEPS provides a *Workforce Innovation and Opportunity Act (WIOA)* program serves out-of-school youth 16 to 24 years of age that do not have a job. This program provides work-readiness training, educational training, work experiences, and assistance finding self-sustaining employment by providing supportive services to overcome barriers. Again, it is extremely frustrating to the young people who want to engage in our program but are unable to communicate without adequate broadband access. Often, we have to rely on cell service and that is not ideal either. These youth are already facing barriers to success and the lack of access to what should be considered an essential utility is heartbreaking.

3. ***Employment for Citizens with Disabilities*** – We provide several employment related services to citizens living with disabilities in Charlotte County. *Assistive Technology* is often the best way to “level the playing field” for individuals with disabilities, but again, without accessible, reliable and affordable internet, job search, completing online applications and participating in virtual interviews is difficult and extremely frustrating.
4. ***Workplace Supports Program*** – This employment/placement program assists TANF recipients to locate and sustain employment with the goal of exiting public assistance and reaching independence. Our staff work directly with clients of the Charlotte County Department of Social Services. We provide soft skills training classes that include resume writing, how to complete an application, appropriate attire, and communication for an interview, etc. COVID has severely limited out face to face interactions and most trainings are conducted virtually. But again, Charlotte County citizens must leave their homes and travel to sites where broadband can be accessed.
5. ***Senior Community Service Employment Program (SCSEP)*** – Through *Title V of the Older Americans Act*, STEPS is honored to work with our senior population to upgrade their work skills through training provided at community partner/host agencies. While most seniors have a tremendous work ethic, many are woefully behind in technology skills. And for those seniors living in Charlotte County, they must often travel outside of their home county to secure that onsite training.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County’s proposed investment in broadband infrastructure utilizing a VATI Grant can help our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts. Should you have any questions or like to discuss our services further, please do not hesitate to contact me.

Most Sincerely,



Sharon L. Harrup, MS  
President & CEO  
[sharrup@STEPS-inc.org](mailto:sharrup@STEPS-inc.org)  
(434) 390-0692 mobile  
[www.STEPS-inc.org](http://www.STEPS-inc.org)

CARMALITA ESCOTO  
County Seat  
TERESA DUNAWAY  
Red Oak / Wyllysburg  
GLORIA TALBOTT  
Drakes Branch  
R. B. "JAY" GEORGE  
Keysville



R. "SCOTTY" HAMLETT  
Cullen / Red House  
ROBERT JOHNSON  
Aspen / Phenix  
JON BERKLEY  
Bacon / Saxe  
DANA L. RAMSEY  
Clerk of Board

September 7, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

We are writing to express our support of Charlotte County's joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

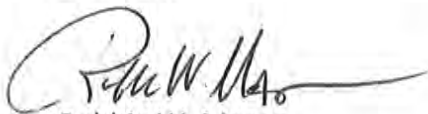
As Superintendent for Charlotte County Public Schools, I have seen first-hand how our students have been impacted by not having broadband access in our area. COVID-19 resulted in our schools being closed during the last quarter of the 2019-2020 school year and periodically during the 2020-21 school year. Out of necessity, virtual instruction became a primary form of instructional delivery. Many of our students did not have any internet access while others had satellite internet that is very expensive and is not capable of processing the amount of information required for virtual instruction. Many of our teachers were not equipped with the necessary internet capabilities to provide virtual instruction or monitor student progress outside of the school building. As COVID variants continue to develop, our students and teachers will need reliable broadband access to ensure continuity of learning.

In addition to COVID-related reasons, reliable broadband is necessary to achieve equity for the students within our county as well as equity between our county's students and students from other divisions. Lack of broadband access diminishes our students' ability to access information,

apply to colleges, seek financial aid, and enroll in virtual courses such as Physics and Calculus. Students need reliable internet to be successful in such courses that we are not able to staff in a traditional in-person manner. We are far behind other localities in our ability to offer our students broadband internet options at home. It is my belief that our students should not be penalized for where they live and should be afforded the same opportunities as students in other areas that have access to reliable broadband.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County's proposed investment in broadband infrastructure utilizing a VATI Grant can help our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Robbie W. Mason", with a long, sweeping horizontal line extending to the right.

Robbie W. Mason  
Superintendent  
Charlotte County Public Schools

Company 1 – Amelia  
8950 Otterburn Road  
(804) 561-3332

Company 2 – Mannboro  
8641 Namozine Road  
(804) 561-3932

Company 3 – Jetersville  
21575 Jetersville Road  
(804) 561-3933

Company 4 – Mattoax  
12201 Genito Road  
(804) 561-3335

Company 5 – Paineville  
12151 Fowlkes Bridge Road  
(804) 561-5509



## Volunteer Fire Department

Post Office Box 307  
Amelia, Virginia 23002

Non-Emergency Telephone  
(804) 561-3039

Facsimile  
(804) 561-6039

September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Amelia County, VA

Dear Dr. Holmes:

We are writing in support of Amelia VATI application and their joint grant application with RiverStreet Networks and Commonwealth Regional Council for building improved internet in rural areas of northern Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Llewellyn, Jr.".

Kenneth Llewellyn, Jr.  
ACVFD





# *The Amelia Emergency Squad, Inc.*

*Volunteers Serving  
Amelia County  
Since 1958*

September 2, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Richmond County, NC

Dear Dr. Holmes:

We are writing in support of Amelia County, Virginia's VATI application and their joint grant application with RiverStreet Networks for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Personally, the Amelia Emergency Squad, Incorporated, struggles daily with security measures, as the internet that we currently have cannot meet the minimum requirements that our security cameras rely on for optimal use. Therefore, our security footage that ensures that our property and medications are not tampered with, captures only some of the recorded coverage that we need, leaving us vulnerable. No internet providers within the county have been able to give us the coverage required to film constantly without lags or complete failure throughout the day, when many devices are pulling from our internet at the same time.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

The Amelia Emergency Squad, Inc.

September 7, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Amelia County, Virginia

Dear Dr. Holmes:

We are writing in support of the Amelia County Virginia VATI application and their joint grant application with RiverStreet Networks and the West Piedmont PDC for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Also, during the pandemic our company had to transition to a predominantly remote staff. Needless to say, broadband within the county would have benefited some of our employees, including myself. With better internet service in the rural areas of Amelia, the impact on residences and businesses would be vast.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,



Heather DeShetler  
Controller



19931 Patrick Henry Highway | Jetersville, VA 23083  
Tel: 804.561.2166 | Fax: 804.561.2178 | [benesyst.com](http://benesyst.com)

The Industry's Leading Fuel Management Solutions Provider





September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Amelia County, Virginia

Dear Dr. Holmes:

We are writing in support of the Amelia County Virginia VATI application and their joint grant application with Riverstreet Networks and the West Piedmont PDC for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

As a local business owner, I will say my business is constantly suffering with very slow download and upload speeds. We transfer large documents to our vendors and customers on a regular basis, and it is an impediment to our ability to provide great customer service.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

Roger A. Scott  
President

## COVERLY COMPANY, INC.

---

Office (804) 561-4510

A. Taylor Harvie, III  
Real Estate Appraisal  
12901 Coverly Road  
Amelia, VA 23002  
[office@coverlycompany.com](mailto:office@coverlycompany.com)  
September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Amelia County, Virginia

Dear Dr. Holmes:

I am writing in support of the Amelia County Virginia VATI application and the joint grant application with RiverStreet Networks and the West Piedmont PDC for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Coverly Company located in rural Amelia County and has been providing real estate services in Amelia County and across the southwestern quadrant of the Richmond Metropolitan area for 38 years. Modern technology has made us a very heavy user of bandwidth that is required with each report. We also are increasingly being pushed for speed and find ourselves competing with businesses located in the suburbs or cities that have an unfair advantage due to superior speeds and capacities. The quality of our work is hard to top but we find ourselves penalized at times due to the County's current internet situation.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Respectfully,



A. Taylor Harvie, III  
President, Coverly Company  
Certified General Real Estate Appraiser



September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Amelia County, Virginia

Dear Dr. Holmes:

We are writing in support of the Amelia County Virginia VATI application and their joint grant application with RiverStreet Networks and the West Piedmont PDC for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

RJ Smith Construction is currently developing properties within the Amelia Industrial Park. The expanded broadband services will make Amelia a destination for future businesses. Several of our own employees are also Amelia residents and expanded broadband services will provide resilient infrastructure services to all for the foreseeable future.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Smith', is written over a white background.

Richard Smith

President



September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Amelia County, Virginia

Dear Dr. Holmes:

We are writing in support of the Amelia County Virginia VATI application and their joint grant application with RiverStreet Networks and the West Piedmont PDC for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Our business depends on internet service, and because of the unreliable and sometimes extremely slow connections that we have, we are forced to pay for two different internet providers, giving us some redundancy. We currently use bonded DSL and LTE-X wireless services and would benefit greatly from a service with the speed and bandwidth of fiber.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

Sam Arrington  
Owner  
Genesis Décor

**September 7, 2021**

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Amelia County, VA

Dear Dr. Holmes:

We are writing in support of the County of Amelia's VATI application and their joint grant application with RiverStreet Networks and the other counties within the West Piedmont PDC East district for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when schools were closed, and students had to continue their classwork virtually. Many families were forced to drive into town or to their local fire department to use free Wi-Fi so that students could download assignments each week. Once assignments were completed, they had to return to the same location to submit the work via Google classroom to their teachers. Weekly round trips resulted in increased transportation costs and added inconvenience for those families. Public, private and homeschool students would all benefit from access to faster internet speeds. Access to broadband also provides greater opportunity for direct access to higher education for rural residents who are otherwise forced to travel long distances for college courses.

Internet capability also affects local businesses. When given access to affordable broadband, rural businesses restricted to local markets, such as "mom and pop" shops or home-based businesses, can expand their market reach across the nation and even the world. Affordable broadband enables historically urban businesses like graphic design, website design, and other creative industries to experience new life in rural settings while competing on the same level as city-based companies.

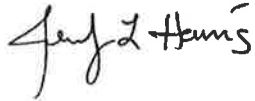
Rural libraries newly enhanced by high-speed internet often experience a resurgence of community interest and participation. When libraries are connected to high-speed internet, the neighboring community benefits. Public libraries serve as critical gateways to information outside one's own community, and in the Information Age this role has become even more important. Libraries give people without home computers free access to the internet. As reliance upon public libraries to provide broadband telecommunications services for their community increases, it becomes essential to have universal high-speed connectivity in libraries across the country. People of all ages visit the library to use the internet. Students use connected libraries to download educational videos, view course lectures, and access scholarly journals. Senior citizens, many of whom do not own home computers, find public libraries helpful for finding information on health issues or government programs, and maintaining connections with family and friends who live far away.

We recognize the importance of broadband to the citizens of Amelia County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed

investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas. Investing in faster, more reliable internet will pay off and prove to be an essential move for growing Amelia County successfully.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer L. Harris". The signature is written in a cursive style with a horizontal line underlining the name.

Jennifer L. Harris  
Chairman - James L. Hamner Library Board of Trustees





Office of the Superintendent  
Nottoway County Public Schools  
*"Excellence in Education"*

---

September 10, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Nottoway County, VA

Dear Dr. Holmes:

We are writing in support of Nottoway County's 2022 VATI application and their joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet in rural areas of northeastern and southwestern Nottoway County, Virginia.

The citizens of Nottoway County have long suffered with little to no internet service in many of our rural areas. This was highlighted during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom and our school system had to be highly creative to foster provision of daily classes.

The pandemic has emphasized and added a sense of urgency for our rural community to have broadband service and access to high-speed internet throughout the entire county, not only for students and teachers but also to our households and businesses. When businesses required its employees to work from home and when school was virtual, the inequities in access to what has become a basic need were laid bare: families and the community struggled due to not having the ability to work from home because of not having broadband service. Today's global economy relies on people being able to work, shop, and socialize with people all over the world regardless of where they are located physically; not having access to broadband service and high-speed internet threatens the ability of our rural community to grow in the manner needed to support economic development. Awarding this funding to our community will help us address this need.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Nottoway County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider the County's application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in blue ink that reads "Tameshia V. Grimes".

Tameshia V. Grimes



Phone (434) 645-8494

NOTTOWAY COUNTY

*Department of Social Services*

288 West Courthouse Road • P.O. Box 26  
Nottoway, VA 23955-0026



Fax (434) 645-7643

September 9, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE; Letter of Support for 2021 NTIA Grant for Nottoway County, VA

Dear Dr. Holmes:

We are writing in support of Nottoway County's 2022 VATI application and their joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet in rural areas of northeastern and southwestern Nottoway County, Virginia.

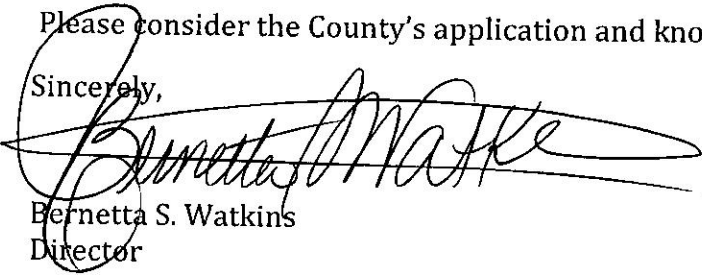
The citizens of Nottoway County have long suffered with little to no internet service in many of our rural areas. This was highlighted during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom and our school system had to be highly creative to foster provision of daily classes. There were incidences of parents having to drive their children as much as 30 miles one-way to find a place to access the internet to complete schoolwork.

Also during the pandemic, this agency had to close and conduct business via teleworking. Several of the employees several of the worker could not complete tasks either due to the lack of service or limited bandwidth. This placed extra tasks on the employees that did have access. More and more day-to-day business of this agency is reliant on the public to have access to internet for exchange of information as well as the need to meet virtually.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Nottoway County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider the County's application and know we will stand in support of their efforts.

Sincerely,

  
Bernetta S. Watkins  
Director

## COUNTY OF NOTTOWAY

COMMISSIONER OF THE REVENUE

Christy Hudson, Master Commissioner  
April Logue, Master Deputy

PO BOX 5  
Nottoway, VA 23955

434-645-9317



September 10, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Nottoway County, VA

Dear Dr. Holmes:

We are writing in support of Nottoway County's 2022 VATI application and their joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet in rural areas of northeastern and southwestern Nottoway County, Virginia.

The citizens of Nottoway County have long suffered with little to no internet service in many of our rural areas. This was highlighted during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom and our school system had to be highly creative to foster provision of daily classes.

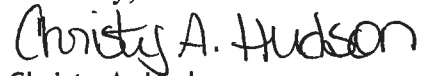
**Not only is this awesome for the citizens of Nottoway County, but this will also be an asset for us here at work. Our internet is often slow, it takes so long every morning to get our emails to come through or get into different sites we use for work. I am also one of the citizens that has struggled with reliable service. Having to change companies until finding something that works and affordable.**

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st

century. The Citizens of Nottoway County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider the County's application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink that reads "Christy A. Hudson". The signature is written in a cursive, slightly slanted style.

Christy A. Hudson

Master Commissioner of the Revenue

# Campbell County

Virginia

**Office of the County Administrator**

Frank J. Rogers

P.O. Box 100, Rustburg, VA 24588

[administration@campbellcountyva.gov](mailto:administration@campbellcountyva.gov)

Phone: 434-332-9525; 592-9525; 283-9525

Fax: 434-332-9617

September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes

I am writing in support of Campbell County's VATI applications to expand broadband internet service to Campbell's rural and un-served areas of the County. Campbell County has been working diligently to address this critical need and additional resources are necessary to make universal coverage a reality. The County routinely receives inquiries from citizens in need of this service for any number of reasons: educational access; participation in online economic opportunities; business development; and quality of life to name a few.

The County Board of Supervisors is working proactively to expand service offerings in the County. We have completed a plan to provide universal coverage. VATI funds are necessary to make that plan a reality.

The Commonwealth has made broadband coverage a priority and we agree that it is a critical infrastructure need for everyone. I strongly encourage your support of the Campbell County applications. Thank you for your consideration.

Sincerely



Frank Rogers

County Administrator

**Governing with Vision**

*to be the most collaborative, professional, value-driven locality in Virginia*

[www.campbellcountyva.gov](http://www.campbellcountyva.gov)



OFFICE OF THE SUPERINTENDENT

684 Village Highway, P.O. Box 99, Rustburg, VA 24588 • [www.campbell.k12.va.us](http://www.campbell.k12.va.us)

September 2, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes,

I am writing in support of Campbell County's VATI applications to expand broadband internet service to Campbell's rural and un-served areas of the County. Campbell County is working collaboratively with three separate applicants to achieve universal coverage. Doing so will enhance the opportunities for citizens of the County in immeasurable ways.

The absence of this critical internet service has limited the ability of individuals, households, and businesses to avail themselves of necessary resources, information and opportunities that are readily available with adequate internet service. During the on-going pandemic, the need for sufficient internet connection to facilitate commerce, communication and a sustainable quality of life has been particularly evident.

We recognize the importance of broadband to our citizens. The proposed investment in broadband utilizing VATI grant funds is vital to the continued vitality of the County. I strongly encourage your support of the Campbell County applications.

Thank you for your consideration.

Robert L. Johnson, Superintendent

*Empowering Students Today for Endless Opportunities Tomorrow*

# Charlotte County Industrial Development Authority

P. O. Box 608  
Charlotte C.H., VA 23923

September 2, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

The Charlotte County IDA is writing to express our support of Charlotte County's joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

The IDA is tasked with working to bring industry and business to the County. There are locations that have been overlooked for development because in today's world, access to broadband is a necessity. We believe that universal broadband will make the county more marketable and inviting because we already have low tax rates and real estate costs. Broadband will also provide opportunities for those who want to work from home and require Internet. This grant provides an amazing opportunity for the County and its citizens.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County's proposed investment in broadband infrastructure utilizing a VATI Grant can help our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts.

Sincerely,



Ralph, 'Red' Moore  
Chairman, IDA Charlotte County

**September 2, 2021**

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

We are writing to express our support of Charlotte County's joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

Not having broadband capabilities for our Fire and EMS system puts us at a disadvantage and to a certain extent jeopardizes public safety. It is critical in today's Covid world that our ambulances have the ability to connect to area hospitals. When using telemedicine, in many cases patients can be treated at the scene without transporting them to overcrowded facilities. On the Fire side, there are many programs that we could utilize to enhance firefighters' safety while operating on emergency scenes.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County's proposed investment in broadband infrastructure utilizing a VATI Grant can help our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Walter T. Bailey', written over a horizontal line.

Walter T. Bailey, President Charlotte County Fire and Rescue Association



**September 2, 2021**

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

We are writing to express our support of Charlotte County's joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

The Town of Phenix is one of four small towns located within the county. Due to a recent change with the local school, we lost our limited broadband capabilities. As a result, one of our few businesses was forced to move outside the area. This move resulted in a loss of tax revenue as well as jobs. Not having broadband capabilities is crippling our ability to recruit businesses to come to our Town. Additionally, we are an aging community and many of our older citizens want to utilize telemedicine and are unable to do so due to the lack of broadband.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County's proposed investment in broadband infrastructure utilizing a VATI Grant can help our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Walter T. Bailey', written over a horizontal line.

Walter T. Bailey, Phenix Town Manager



## County of Charlotte Board of Supervisors

Post Office Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, VA 23923-0608

Daniel N. Witt  
County Administrator  
[www.charlottecountyva.gov](http://www.charlottecountyva.gov)

Phone 434-542-5117  
Fax 434-542-5248

September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

The Charlotte County Board of Supervisors is excited to have the opportunity to participate in a joint VATI application for expanded broadband access in the county. We understand that broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper.

The COVID-19 pandemic has increased our reliance on broadband while emphasizing how the lack of broadband access can mean citizens' loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

Broadband access is the top priority identified in our current strategic plan. We recognize the importance of providing broadband access to citizens in Charlotte County and are committed to helping address the broadband needs of our community. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Please consider our joint application for funding and help ensure our citizens, our businesses, and our communities grow and prosper.

Sincerely,

Gary D. Walker, Chairman  
Charlotte County Board of Supervisors



September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes

I am writing in support of Campbell County's VATI applications to expand broadband internet service to Campbell's rural and un-served areas of the County. Campbell County is working collaboratively with three separate applicants to achieve universal coverage. Doing so will enhance the opportunities for citizens of the County in immeasurable ways.

The absence of this critical internet service has limited the ability of individuals, households and businesses to avail themselves of necessary resources, information and opportunities that are readily available with adequate internet service. During the on-going pandemic, the need for sufficient internet connection to facilitate commerce, communication and a sustainable quality of life has been particularly evident.

We recognize the importance of broadband to our citizens. The proposed investment in broadband utilizing VATI grant funds is vital to the continued vitality of the County. I strongly encourage your support of the Campbell County applications.

Thank you for your consideration.

A handwritten signature in black ink that reads "Jordan Welborn". The signature is fluid and cursive.

Jordan Welborn, Director of Citizen Engagement and Quality of Life  
Campbell County, VA



# Bedford County Fire & Rescue

OFFICE OF THE CHIEF  
1185 Turning Point Road  
BEDFORD VIRGINIA 24523  
Phone: 540.587.0700

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 Bedford County VATI grant  
Dear Dr. Holmes:

We are writing in support of Bedford County's VATI application and their joint grant application with RiverStreet Networks for building improved internet in rural areas of Bedford County.

In Bedford County as in much of South West Virginia if not the Nation access to the World Wide Web is no longer an option but a necessity for life much like other utilities. During this recent COVID-19 Pandemic our children were required to be educated at home, parents required to work from home and many necessities of daily living were transitioned to the remote means. The difficulty in Bedford County is that many of our citizens have little or no access to such connectivity.

Additionally the public safety community often finds itself in a deficient for two significant treasons, much of the ongoing training for volunteer fire and rescues responders, truly the back bone of our community safety net is conducted online. The overwhelming majority of our members have little or no access to such training therefore can not avail themselves of this most important training or must travel to an alternate location to obtain this. The second component is that or access to intelligence and info in the units themselves, the ability to run criminal backgrounds, license plates and provide ECG cardiac strips to the receiving hospital is grossly hampered due to lack of access. In this regard, or citizens and responder's are receiving less than the best that we desire for them.

We recognize the importance of broadband to citizens, businesses, schools, and other important institutions in our County. Such improvements will improve the overall quality of life while increasing educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The citizens of Bedford County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Most Warmly,

Jack Jones, Jr., EFO  
Chief of Department

**OFFICE OF THE PRESIDENT**

September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes:

I am writing to endorse Campbell County's VATI application to expand broadband internet service. Broadband availability is critical to individuals, households, and businesses; it is key to community and economic development. As a community college educator, however, I am especially concerned with its importance to educational accessibility, advancement, and equity—all of which depend upon access to broadband.

COVID-19 has magnified the inequities that exist among our students and in our communities, Campbell County included. The gaps in broadband coverage, in particular, have created a chasm that puts large groups of students at a disadvantage and disrupts their progress—in some cases, even preventing them from pursuing a higher education. While broadband may have been advantageous to students before, it is essential to higher education today.

The truth of that statement is reflected in enrollment statistics. During spring 2020, Central Virginia Community College (CVCC) was forced to suspend all face-to-face programming and move all its courses and services to a remote environment. Those with access to broadband were able to continue their education; those who lacked access were relegated to patching together temporary access points or, worse, abandoning their education altogether. The statistics speak for themselves. Enrollments at CVCC among Campbell County students fell from 714 in fall 2019—a pre-pandemic period—to 600 in fall 2020 when the college was still operating primarily in a virtual environment. No doubt other factors contributed to that decrease; however, we can be sure that limited access to broadband was a major factor.

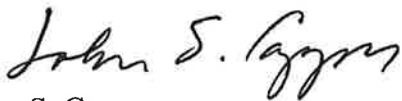
With online access to higher education being so important, citizens without broadband are at a profound disadvantage as they strive to further their education. It is a disadvantage that has employment consequences for individuals and economic consequences for communities. Students from low-income households and rural areas that lack broadband are especially vulnerable. Increasing coverage to these households creates an on-ramp to higher education, making community college more affordable and accessible. From that standpoint, access to broadband is not a merely luxury. It is a necessity—an imperative that is crucial to personal, community, and economic development.

September 3, 2021

Page Two

The “new normal” is going to be our familiar reality for a long time to come, resulting in far-reaching and transformational effects on how we approach teaching and learning in the years ahead. Online learning—and the access that broadband affords to online learning platforms—will become more and more important as more coursework is adapted to virtual delivery. Universal access to broadband is therefore not just a practical issue, critical to educational and economic advancement. It is also a moral mandate since it promotes equity and inclusion among all citizens. For all these reasons, I endorse Campbell County’s proposal to expand broadband internet service throughout the county.

Sincerely,

A handwritten signature in black ink that reads "John S. Capps". The signature is written in a cursive, flowing style.

John S. Capps  
President

# CAMPBELL COUNTY



*Be Cultivated.*

Virginia  
Est. 1781

*Be Sustained.*

*Economic Development*

---

## ***Economic Development***

Nina Rezai

Manager, Economic Development

PH: (434) 332-9676

Fax: (434) 332-9693

[nrrezai@co.campbell.va.us](mailto:nrrezai@co.campbell.va.us)

September 2, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes

I am writing in support of Campbell County's VATI applications to expand broadband internet service to Campbell's rural and un-served areas of the County. Campbell County is working collaboratively with three separate applicants to achieve universal coverage. Doing so will enhance the opportunities for citizens of the County in immeasurable ways.

The absence of this critical internet service has limited the ability of individuals, households and businesses to avail themselves of necessary resources, information and opportunities that are readily available with adequate internet service. During the on-going pandemic, the need for sufficient internet connection to facilitate commerce, communication and a sustainable quality of life has been particularly evident.

We recognize the importance of broadband to our citizens. The proposed investment in broadband utilizing VATI grant funds is vital to the continued vitality of the County. I strongly encourage your support of the Campbell County applications.

Thank you for your consideration

Respectfully,

Nina Rezai  
Economic Development Manager



HON. PAUL W. CELLA  
CHIEF CIRCUIT JUDGE  
3680-C Old Buckingham Road  
Powhatan, VA 23139

JANE L. BROWN, CLERK  
Kimberly Conway, Deputy Clerk  
Kanitra J. Hartwill, Deputy Clerk

# Circuit Court Clerk's Office

Nottoway County  
328 W. Courthouse Road  
P.O. Box 25  
Nottoway, VA 23955

Terms of Court:

First Tuesday in January, March

May, July, September, and

November

September 10, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Nottoway County, VA

Dear Dr. Holmes:

We are writing in support of Nottoway County's 2022 VATI application and their joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet in rural areas of northeastern and southwestern Nottoway County, Virginia.

The citizens of Nottoway County have long suffered with little to no internet service in many of our rural areas. This was highlighted during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom and our school system had to be highly creative to foster provision of daily classes.

The Clerk's Office relies heavily on the use of internet services to exchange time-sensitive information related to criminal and civil cases, estates, deeds, and other vital records. During the pandemic, we have encouraged our citizens, businesses, and other government offices to use electronic communication whenever possible as a means of exchanging crucial information to expedite the process and to promote public safety.

Phone: 434-645-9043 \* Fax: 434-645-2201

Email: [jlbrown@vacourts.gov](mailto:jlbrown@vacourts.gov) \* [kconway@vacourts.gov](mailto:kconway@vacourts.gov) \* [khartwill@vacourts.gov](mailto:khartwill@vacourts.gov)

HON. PAUL W. CELLA  
CHIEF CIRCUIT JUDGE  
3880-C Old Buckingham Road  
Powhatan, VA 23139

# Circuit Court Clerk's Office

JANE L. BROWN, CLERK  
Kimberly Conway, Deputy Clerk  
Kanitra J. Hartwill, Deputy Clerk

Nottoway County  
328 W. Courthouse Road  
P.O. Box 25  
Nottoway, VA 23955

Terms of Court:

First Tuesday in January, March

May, July, September, and

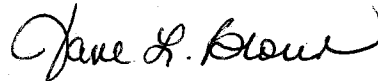
November

Dr. Tamarah Holmes  
September 10, 2021  
Page 2 of 2

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Nottoway County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider the County's application and know we will stand in support of their efforts.

Sincerely,



Jane L. Brown, Clerk

/JLB

Phone: 434-645-9043 \* Fax: 434-645-2201

Email: [jlbrown@vacourts.gov](mailto:jlbrown@vacourts.gov) \* [kconway@vacourts.gov](mailto:kconway@vacourts.gov) \* [khartwill@vacourts.gov](mailto:khartwill@vacourts.gov)

**OFFICE OF THE TREASURER**

**NOTTOWAY COUNTY**

**P.O. BOX 85**

**NOTTOWAY, VIRGINIA 23955**

ELLEN F. MYATT, TREASURER

MARGARET SPRINGSTON, DEPUTY



TELEPHONE (434) 645-9318

September 9, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, VA 23219

Re: Letter of Support for 2021 NTIA Grant for Nottoway County, VA

Dear Dr. Holmes:

This letter is in support of Nottoway County's 2022 VATI application and the joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet in rural areas of northeastern and southwestern Nottoway County, Virginia.

The citizens of Nottoway County have been long disadvantaged with little to no internet service in many of our rural areas. This impact was recently highlighted during the COVID-19 pandemic when students were trying to continue their classwork virtually rather than in a classroom.

We recognize the importance of broadband to the citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. The proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21<sup>st</sup> century.

Please consider the County's application and know we stand in support of their efforts.

Sincerely,

A handwritten signature in cursive script that reads "Ellen F. Myatt".

Ellen F. Myatt  
Treasurer



# Bedford Public Library System

---

*Serving Our Community Since 1900*

321 North Bridge Street  
Bedford, VA 24523  
[www.bplsonline.org](http://www.bplsonline.org)

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for the West Piedmont Planning District Commission

We are writing in support of the West Piedmont Planning District Commission's regional grant with Riverstreet for building improved internet in underserved areas of Bedford County, Virginia.

The citizens of our county have long suffered with little to no reliable, broadband internet service in many of our rural and suburban areas, a reality that became immediately prevalent during the recent COVID-19 pandemic. Students and teachers were trying to conduct their classwork virtually and families were trying use the Library's streaming resources and electronic book collections to supplement the school's online learning paradigm. Many citizens were unable to access these services because of insufficient or nonexistent broadband infrastructure at their houses.

Because of a lack of broadband infrastructure in much of the county, the digital divide has grown much wider. The Huddleston, Body Camp, and New London areas of Bedford County have no reliable, affordable broadband internet infrastructure in place. The Library offers so many continuing education opportunities that are only available via the internet that could help these families gain job skills, become better parents, learn new digital skills or simply offer instantaneous entertainment through our electronic book collection.

The Library's popular Chromebook digital literacy classes have waiting lists before they are even scheduled. One adult student we helped had just been given a Chromebook by her church and tasked with creating the monthly newsletter. She did not grow up with computers, her grandchildren did not have time to teach her how to use it and she had no home internet to even try to figure it out herself. She enrolled in the digital literacy class and learned how to use Google docs like a professional. The only barrier to her continued success was the lack of home internet.

The Bedford Public Library purchased and started circulating mobile hotspots, so that people who lacked home internet, did not have to come to the buildings in order to get online or access the Library's online resources. We would hear stories from frustrated parents that the only signal they could get at home was through their cellular provider, there was no internet provider in the area to offer access. After the kids finished their schoolwork, there would be little data left on the family's cellular plans to do much else that month. Other families bemoaned the fact that the lines stopped short of their physical address, "my neighbor is the last house on this street who can get internet, right there, only one house down, it is not fair." The fact that Bedford County is such a mountainous area, for many families, there

is no direct line of sight to a delivery tower, so not even fixed wireless access is available at this time. In many cases, that last mile internet gap is all that prevents families from getting online at home and being able to do everyday things like, order groceries from Walmart for pick up or use online banking or check out an electronic book from the library.

We recognize the incredible importance of broadband to the citizens in our County. Such improvements will both increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a regional VATI Grant would bring our community into the 21<sup>st</sup> century. Strong, reliable internet connectivity is no longer a want; it is now a need. Like water and electricity, broadband connectivity is an essential utility.

The residents of Bedford County in this covered region will have access to broadband equal to citizens in larger cities and more populated areas, thereby helping to bridge the digital divide. Please give all due consideration to this application and know we will stand in strong support of their efforts.

Sincerely,

Jenny Novalis, MLIS  
Director  
Bedford Public Library System

September 1

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes

I am writing in support of Campbell County's VATI applications to expand broadband internet service to Campbell's rural and un-served areas of the County. Campbell County is working collaboratively with three separate applicants to achieve universal coverage. Doing so will enhance the opportunities for citizens of the County in immeasurable ways.

The absence of this critical internet service has limited the ability of individuals, households and businesses to avail themselves of necessary resources, information and opportunities that are readily available with adequate internet service. During the on-going pandemic, the need for sufficient internet connection to facilitate commerce, communication and a sustainable quality of life has been particularly evident.

We recognize the importance of broadband to our citizens. The proposed investment in broadband utilizing VATI grant funds is vital to the continued vitality of the County. I strongly encourage your support of the Campbell County applications.

Thank you for your consideration

Dean Monroe

Chairman Campbell Co. Planning Commission.

and employer of over 50 people in Campbell Co.





WASTE MANAGEMENT  
Maplewood (Amelia) Landfill  
20221 Maplewood Rd,  
Jetersville, VA 23083

September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for 2021 NTIA Grant for Amelia County, Virginia

Dear Dr. Holmes:

We are writing in support of the Amelia County Virginia VATI application and their joint grant application with RiverStreet Networks and the West Piedmont PDC for building improved internet in rural areas of Amelia County, Virginia.

The citizens of Amelia County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Reliable access to broadband internet has become a necessity not only for students but for businesses too. As an employer in Amelia County, we believe improving internet access in this area will help the economic growth of Amelia County. Access to broadband internet will be a great benefit for hundreds of Amelia County residents.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Amelia County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

*Brian McClung*

Brian McClung  
Waste Management  
Sr. District Manager at Maplewood (Amelia) and Charles City County Landfills

September 1, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

My business Mobile Container Service Inc. has suffered tremendously with the lack of adequate internet services in Pittsylvania County. We have a business office located on River Ridge Road west of Danville off of Rt.58. We current only get internet speed of 3 Mbps. We have customers all over the US and Canada. The lack of a fast internet service makes invoicing customers a slow process and has greatly hampered our growth and the amount of additional employees that we could hire. The local cable and internet providers have customers in Westridge farm within 250 feet of my office but refuse to give us service because of the River Ridge Road address.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to be the name of the sender, written in a cursive style.



September 8, 2021

Dr. Tamarah Holmes Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

Please accept this letter of support of Pittsylvania County's VATI application and the joint grant application with West Piedmont Planning District Commission and RiverStreet Networks for the internet upgrades needed in the northern region of our county.

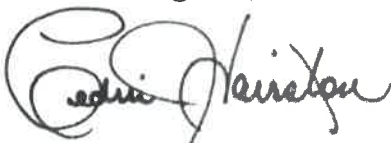
Pittsylvania is the largest land area county in our state; therefore, many of our citizens in these identified areas suffer with little to no internet service. This became a major challenge over the past 18 months as many of our students in the division had to rely on an adult to take them to a school's "hot spot" which was located as far as 15 miles from their home in order to receive or submit their lessons.

The importance of broadband to all of our citizens correlates with a word we often hear on a daily bases which is "equality." This means that regardless of where you live, having access to broadband in 2021 is equal to having electricity in 1971. It is a necessity and the expectation for all households.

I understand the importance of broadband to all of our residents. Accessibility for such services will increase opportunities for our children's educational growth and increase economic development in our region beyond the boundaries of our county. This proposed investment of broadband infrastructure utilizing a VATI Grant would be providing the necessary technology foundation we need for the 21<sup>st</sup> century.

Thank you for evaluating the application as it is endorsed by a united community who supports these organizations' efforts whole heartily.

Kindest Regards,



Cedric J. Hairston  
Supervisor of Title 1/Instructional Programs

September 1, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

**As a former Assistant Superintendent for Pittsylvania County Public Schools, I am keenly aware of the need for internet access for our community. Students in our school division are challenged to access learning on a virtual platform and are ill-equipped to compete with students who have unlimited access to internet service. Limited broadband access also compromises the overall health of our region. Serving as the Chapter Chairperson of our Pittsylvania County Health Collaborative, I recognize the challenges citizens face when they cannot connect to health care providers electronically. The Health Collaborative has identified lack of internet access as a contributor to negative health outcomes for members of our community. The overall health and vitality of our region is directly linked to broadband access.**

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

Ann Cassada

Assistant Superintendent for Support Services (Retired) Pittsylvania County Schools

Pittsylvania County Health Collaborative Chapter Chairperson

PASTOR R. M. TUCKER JR.  
1180 TUCKER ROAD  
GRETNA, VA 24557

September 7, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

As a lifetime resident of this county, I have always known of the struggles of reliable internet service in the area.

I have spoken to many parents and students about the hardships faced with the current pandemic and trying to get their homework lessons completed. Oftentimes, assignments were late due to the hot spots that were provided were not steady. This caused aggravation and frustration from both the parents and students. Our residents deserve to be able to put their best foot forward when faced with the challenges that are now being put before them during the uncertain times of the pandemic. If provided stable broadband, I know these students can and will excel now and in the future.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,



Rev. Robert M. Tucker, Jr.

Mt. Airy Elementary School  
100 Mt. Airy Elementary Circle  
Gretna, VA 24557  
Phone: 434-630-1816 Fax: 434-335-5585

September 1, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

As a principal in a rural area, I was amazed at the lack of reliable internet services for my students. Although our division was able to provide hotspots to our students in need, the connections were fair at best. I can speak of this from personal experience. I often sat in on virtual meetings and all students were clearly not on the same playing field with internet access.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,



Pamela J. Fields, Principal



Wanda Carter, Principal

Chatham Elementary School  
245 Chatham Elementary Lane  
Chatham, Virginia 24531  
Phone: (434) 432-5441/ FAX (434) 432-2227



September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Many students were instructed through the use of paper packets. This has greatly impacted our students and the loss of learning is evident. As we have begun the school year, students are having to be quarantined, due to having Covid 19 or being exposed to someone with the virus. Canvas and Google Classroom are options for continued instruction, however, without internet access, paper packets are once again the only solution. The learning gaps are just broadening.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

Dr. Wanda P. Carter

September 1, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

As a Pittsylvania County citizen and a high school teacher, I strongly support the Broadband Service for Pittsylvania County.

As a teacher, it was extremely difficult to watch our students struggle to even receive their assignments, complete their work, and return their work for grades, resulting in some students not receiving a passing grade. Pittsylvania County Public Schools issued students a laptop and a hotspot device but many students were not able to access the internet due to living in a rural location.

Our teachers, students, parents, and citizens of Pittsylvania County would benefit from this service.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,



Mrs. Lari P. Scruggs



Stony Mill Elementary School  
100 Stony Mill Elementary Circle  
Danville, Virginia 24541  
Phone: (434) 685-7545 / Fax: (434) 685-4328



*Kimberly Haymore, Principal*

*Katie Thompson, Assistant Principal*

September 2, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

I am writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. What internet service is available, is often slow and unreliable. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom. During virtual school, parents with multiple children, had to assign times for their children to access the internet because their internet service would not support multiple users. This resulted in students missing several instructional lessons per day. Parents should never be faced with deciding which child can receive instruction and which child cannot. In addition, the internet service is extremely sensitive to weather. A simple rain shower or strong wind can take out internet service for hours. This limits both teachers and students from accessing instructional materials while at home.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

Kim Haymore  
Principal



# GRETTA MIDDLE SCHOOL

201 COFFEY STREET  
GRETTA, VIRGINIA 24557  
(434) 630-1804 • FAX (434) 656-6122



*ERIC A. MOON, PRINCIPAL*

*THOMAS TAKACS, ASSISTANT PRINCIPAL*

September 1, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

We are writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

This past school year we truly recognized the lack of internet access that the students of Gretna Middle School had when it came to trying to attend classes virtually. Even with loaning out Chromebook devices students were still having to find public access points at local businesses and churches or use a cellular phone to complete their work assignments. The school division and local government tried to assist by purchasing hotspot devices, however many of the students in our zone of the county live in very remote areas where the hotspot devices would not pick up on the cell towers.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

Eric A. Moon  
Principal



*Marion Baptist Church*

2669 Marion Road

Chatham, VA 24531

Phone: (434) 432-2748 Fax: (434) 432-1672

September 1, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 VATI Grant for Pittsylvania County, VA

Dear Dr. Holmes:

I am writing in support of Pittsylvania County VATI application and their joint grant application with RiverStreet Networks and West Piedmont Planning District Commission for building improved internet in rural areas of northern Pittsylvania County, Virginia.

The citizens of Pittsylvania County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

Many of the members of our church and surrounding community have very few options for internet service. Most of our members including the church facility use either hot spots thru cellular devices, satellite internet or other wireless options that provide spotty service that is extremely slow and not dependable. During the pandemic, church services were cancelled for several months and the only way to provide an option for worship was thru Facebook live. Many Sundays, the Church was unable to stream because of inadequate internet speeds, which became not only discouraging to me but to our congregation.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Pittsylvania County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,



Dr. Henry M. Meadows, Jr.  
Senior Pastor



## DEPARTMENT OF SOCIAL SERVICES

Burks Scott Building

Post Office Box 1187  
119 East Main Street  
Bedford, Virginia 24523  
Tel: (540) 586.7750

August 25, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 NTIA Grant for Bedford County, VA

Dear Dr. Holmes:

We are writing in support of Bedford County's VATI application and their joint grant application with RiverStreet Networks for building improved internet in rural areas of Bedford County. The citizens of Bedford County have long suffered with little to no internet service in many of our rural areas, a reality that became immediately prevalent during the recent COVID-19 pandemic.

All Virginia Department of Social Services computer systems are now web based, making internet a critical infrastructure for our citizens and staff. Our citizens use the internet to apply for benefits, report changes, and to communicate with our staff either by email or video calls. Citizens need access to the quality internet to find resources for their family, to apply for jobs, and to have access to training. Likewise our staff need access to quality internet to complete their work in the field or when teleworking. The Department has employees who currently drive to local churches or businesses, to complete mandated work, as these organizations have better Wi-Fi speed than what they can access at the office or at home.

We recognize the incredible importance of broadband to the citizens in our County. Such improvements will both increase educational opportunities and economic growth. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21<sup>st</sup> century. Strong, reliable internet connectivity is no longer a want; it is now a need. Like water and electricity, broadband connectivity is an essential utility.

The residents of Bedford County in this covered region will have access to broadband equal to citizens in larger cities and more populated areas, thereby helping to bridge the digital divide. Please give all due consideration to this application and know we will stand in strong support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Crawford".

Andrew Crawford, LCSW  
Director



# BEDFORD COUNTY PUBLIC SCHOOLS

## School Administration Building

*Empowering Learners for Future Success*

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Office of the Chief Operations Officer

September 2, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dr. Holmes,

I am writing to express my enthusiastic support of Bedford County's joint VATI grant application with Riverstreet and the nearby jurisdictions of Campbell, Pittsylvania, Amelia, Nottoway, and Charlotte Counties for building improved internet in selected rural areas of Bedford County, Virginia. Bedford County Schools' efforts to increase learning opportunities for our students at school and at home will be bolstered by this project's new broadband access in about 2,000 homes and businesses in the southern and western parts of our county

The citizens of Bedford County have struggled with a patchwork infrastructure that has provided little to no internet service in many of our rural areas, a reality that became immediately prevalent during the recent COVID-19 pandemic. Students and teachers were trying to conduct their classwork virtually rather than doing so in the classroom. Businesses needed employees to work entirely or partially remotely. School boards, local governments and other public entities needed to conduct public business; however, they were unable to do so in-person. They, too, needed to do so via the internet.

Students in Bedford County Public Schools have been affected directly by the lack of broadband internet access in parts of our county, during and prior to the COVID pandemic. We are in the fifth year of a 1:1 device program in grades 6-12. This program started in the fall of 2017, and currently we have 13,055 Chromebooks available for our students. These devices are crucial for continuity of instruction for in person and remote learning formats. In 2020-21, over 20% of our students opted for a remote learning format, and while that number is much smaller this year, most school work is assigned electronically. A Chromebook has very little benefit without internet access, and in approximately 30% of Bedford County homes, access is poor or non-existent. Students who do not have a good internet connection are forced to go to school parking lots or local places of business to access their learning materials.

We recognize the vital importance of broadband to the citizens in our county. Such improvements will increase both educational opportunities and economic growth in the area. Strong, reliable internet connectivity is no longer a want; it is now a need. Like water and electricity, broadband connectivity is an essential utility. The residents of Bedford County in this covered region will have access to broadband equal to citizens in larger cities and more populated areas, thereby helping to bridge the digital divide. I hope you give strong consideration to this application, and, if needed, I would be happy to give additional information about the needs our students have for affordable, reliable broadband internet access. I can be reached at (540) 586-1045, x10708 and [mduis@bedford.k12.va.us](mailto:mduis@bedford.k12.va.us).

Sincerely,

Mac Duis  
Chief Operations Officer



*Department of Social Services*

*Lisa C. Linthicum, Director*

*P.O. Box 860, 69 Kabler Lane*

*Rustburg, VA 24588*

*Phone: 434-332-9585; 592-9585; 283-9585*

*Fax: 434-332-9699*

September 7, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Dear Dr. Holmes:

I am writing in support of Campbell County's VATI applications to expand broadband internet service to Campbell's rural and unserved areas of the County. Campbell County Social Services has long been an advocate and support of universal broadband coverage. On a daily basis, we see missed opportunities, citizens shut out or marginalized because they are in an underserved or unserved area for broadband coverage. This opportunity for expanded broadband will bring crucial, pivotal services and resources along with an improved quality of life to those who are most vulnerable.

In the current *Information Age*, the need for broadband service in order to function in society is clear. The following are areas in which our clientele (and staff as well) in rural/unserved areas have been left behind: school children's participation in virtual classes; ability of the homebound, disabled persons to conduct telemedicine doctor's visits; job search and job application for those seeking self-sufficiency; ability of citizens to apply for benefits and provide documentation online, which can expedite the process for basic life needs such as medicine, food and shelter; ability of citizens to access community resources and services online; capacity to upload documents related to various applications to research updated public policy and manuals and to telework; opportunities for isolated citizens, especially the elderly and infirm, to stay in contact and have virtual visits with their family and loved ones; access to increased security for victims of domestic violence and adult or child abuse who are not able to use security cameras and live feed platforms for personal protection. These examples are just a few of the unmet needs that expanded broadband coverage will address.

Thank you for considering the lives of ALL of our citizens in this vital pursuit of VATI grant funds. Our Commonwealth, our community, will only become stronger in ensuring the highest quality of life when every person has access to broadband service.

With kind regards, I am

Very Truly Yours,

A handwritten signature in black ink that reads "Lisa C. Linthicum". The signature is fluid and cursive, with the first name being the most prominent.

Lisa C. Linthicum

Director

LCL/jg



# SOUTHSIDE VIRGINIA COMMUNITY COLLEGE

August 31, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, VA 23219

**RE: Letter of Support for Charlotte County’s Joint VATI Grant Application**

Dear Dr. Holmes:

We are writing to express our support of Charlotte County’s joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County’s topography and low population density make universal broadband access a challenge, it does not diminish our citizens’ need for that access.

Southside Virginia Community College serves a ten-county, 4,200 square mile service area in rural southside Virginia. Our college operates out of two full-service campuses and one, the John H. Daniel Campus, is in Charlotte County. In the last fiscal year, the college provided educational opportunities to over 4,000 students. We know firsthand the challenges our students face with limited or no available broadband services.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County’s proposed investment in broadband infrastructure utilizing a VATI Grant can help our students, our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts. Thank you.

Sincerely,

Quentin R. Johnson, Ph.D.  
President

**Christanna Campus** ..... 109 Campus Drive, Alberta, VA 23821 .....434-949-1000

**John H. Daniel Campus** ..... 200 Daniel Road, Keysville, VA 23947 ..... 434-736-2000

Southside Virginia Education Center ..... 1300 Greenville County Circle, Emporia, VA 23847 ..... 434-634-9358  
Southern Virginia Higher Education Center .. 820 Bruce Street, South Boston, VA 24592 ..... 434-572-5451  
Estes Community Center ..... 316 N. Main Street, Chase City, VA 23924 ..... 434-372-0194

Lake Country Advanced Knowledge Center... 118 E. Danville Road, South Hill, VA 23970 ..... 434-955-2252  
Occupational Technical Center ..... Pickett Park, 1041 W. 10<sup>th</sup> Street, Blackstone, VA 23824 . 434-292-3101  
Cumberland County Community Center ..... 1874 Anderson Highway, Cumberland, VA 23040 ..... 804-492-9275

THE OFFICE OF THE SHERIFF

*Sheriff Robert L. Jones*

*NOTTOWAY COUNTY*



(434) 645-9044

P.O. Box 6  
266 W. Courthouse Rd.,  
Nottoway, VA 23955

FAX (434) 645-1915

September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2021 NTIA Grant for Nottoway County, VA

Dear Dr. Holmes:

We are writing in support of Nottoway County's 2022 VATI application and their joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet in rural areas of northeastern and southwestern Nottoway County, Virginia.

The citizens of Nottoway County have long suffered with little to no internet service in many of our rural areas. This was highlighted during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom and our school system had to be highly creative to foster provision of daily classes.

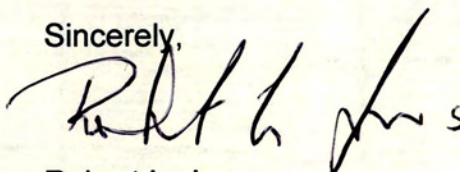
As it pertains, to law enforcement, my deputy sheriffs use mobile (in car) computers to initiate and receive calls for service, complete mandatory reports and forms, receive pertinent information as it relates to wanted persons, protective orders, etc., and communicate with other officers or dispatchers in reference to information that should not go out across the radio. The current infrastructure of the internet service in the county is unreliable when it comes to using mobile (in car) computers in the deputy patrol vehicles. Increasing the area of service, reliability, strength and access to internet services, as a rule, should enhance the user capability on our mobile (car) systems, making themselves & citizens that much more protected.

We recognize the importance of broadband to citizens in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The Citizens of Nottoway County in the

covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider the County's application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Jones". The signature is written in a cursive style with a large initial "R" and a long, sweeping tail.

Robert L. Jones  
Sheriff



# COUNTY OF BEDFORD, VIRGINIA

COUNTY ADMINISTRATION BUILDING  
122 EAST MAIN STREET, SUITE 202  
BEDFORD, VIRGINIA 24523

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## OFFICE OF ECONOMIC DEVELOPMENT

September 3, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 Bedford County VATI grant

Dear Dr. Holmes:

We are writing in support of Bedford County's VATI application and their joint grant application with RiverStreet Networks for building improved internet in rural areas of Bedford County.

The citizens of Bedford County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom, and when businesses expected employees to work remotely. Area realtors have long cited the lack of adequate internet is a factor when it comes to sales of both homes and businesses. Even prior to the pandemic, the Office of Economic Development has received dozens of emails and phone calls from residents who threaten to leave the area if we can't find a way to get broadband to their home. This has become even more apparent with the pandemic when more people are working from home than ever before.

When attracting businesses and a strong workforce to the county, Broadband is a critical part of the infrastructure people expect to have readily available. For businesses, robust bandwidth is the foundation for innovation and is a critical part of the infrastructure needed for success. Bedford County is one of the fastest growing localities in Virginia, yet only certain pockets are available to be developed for business due to lack of quality, high-speed internet. With today's economy more dependent on innovation and connectivity to survive and thrive, providing high-speed Internet is critical to bringing business to the county and keeping them competitive.

We recognize the importance of broadband to citizens, businesses, schools, and other important institutions in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The citizens of Bedford County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink that reads "Pam Bailey".

Pam Bailey  
Acting Economic Development Director  
Bedford County, VA





# COUNTY OF BEDFORD, VIRGINIA

COUNTY ADMINISTRATION BUILDING  
122 EAST MAIN STREET, SUITE 202  
BEDFORD, VIRGINIA 24523

## BOARD OF DIRECTORS

JIM MESSIER  
CHAIRMAN  
RHONNIE SMITH  
VICE CHAIRMAN

MATTHEW J. BRAUD  
VICKI GARNER  
KRISTY MILTON  
JIMMY ROBERTSON  
WYATT WALTON

## ECONOMIC DEVELOPMENT AUTHORITY

September 7, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

Letter of Support for 2022 Bedford County VATI grant

Dear Dr. Holmes:

We are writing in support of Bedford County's VATI application and their joint grant application with RiverStreet Networks for building improved internet in rural areas of Bedford County.

The citizens of Bedford County have long suffered with little to no internet service in many of our rural areas. This especially came to light during the recent COVID-19 pandemic when students were trying to continue their classwork virtually rather than be in a classroom.

When attracting businesses to the county, Broadband is a critical part of the infrastructure companies expect to have readily available. For businesses, robust bandwidth is the foundation for innovation and is a critical part of the infrastructure needed for success. Bedford County is one of the fastest growing localities in Virginia, yet only certain pockets are available to be developed for business due to lack of quality, high-speed internet. With today's economy more dependent on innovation and connectivity to survive and thrive, providing high-speed Internet is critical to bringing business to the county and keeping them competitive.

We recognize the importance of broadband to citizens, businesses, schools, and other important institutions in our County. Such improvements will increase educational opportunities and economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant would bring our community into the 21st century. The citizens of Bedford County in the covered region will have access to broadband equal to citizens in larger cities and more populated areas.

Please consider their application and know we will stand in support of their efforts.

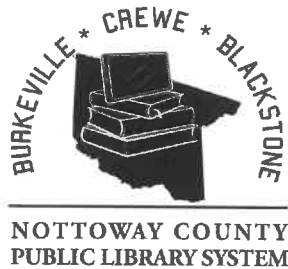
Sincerely,

A handwritten signature in black ink that reads "James T. Messier". The signature is fluid and cursive, with the first name being the most prominent.

James T. Messier  
Board Chairman  
Bedford County Economic Development Authority

**Board of Trustees**

Jasper Chaffin  
Shelia Harper  
Carolyn Leslie  
Susan Nash  
Verna Rhoades



**Administrative Offices**

Crewe Library  
414 Tyler Street  
Crewe, Virginia 23930  
434-538-0495  
[www.nottlib.org](http://www.nottlib.org)

September 8, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, VA 23219

Letter of Support for 2022 VATI Grant for Nottoway County, VA

Dear Dr. Holmes:

We are writing in support of Nottoway County's 2022 VATI application and their joint grant application with RiverStreet Networks and the West Piedmont Planning District Commission for building improved internet coverage in rural areas of northeastern and southwestern Nottoway County, Virginia.

The citizens of Nottoway County have long suffered with little to no internet service in many of our rural areas and the public library sees the need for broadband reflected in our visitors on a daily basis. We have community members come in to use our computers to file weekly unemployment claims and to apply for jobs, to submit online time sheets and to file their tax returns. We see current students come to the library to use public computers for online courses, and we see prospective students visit to apply to colleges and for financial aid.

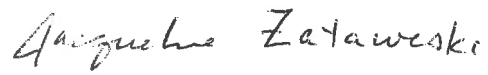
Recognizing this need for internet access, our library system began circulating WiFi hot spots in 2018 and we have had a waiting list ever since. When COVID-19 first impacted Nottoway County last year, we saw the demand for these devices quickly grow as hundreds of students needed to find a way to learn in a virtual environment. Each of our branches offers WiFi that extends beyond the building's walls and while some students took advantage of its availability, many did not have the means to come to the library.

To have access to broadband at home is vital to a rural county like ours. Such improvements will increase educational opportunities and promote economic growth in the area. Their proposed investment in broadband infrastructure utilizing a VATI Grant will enable the citizens of Nottoway County in the covered region to have access to

broadband equal to citizens in larger cities and more populated areas, and it will bring our community into the 21st century.

Please consider the County's application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Zataweski".

Jacqueline Zataweski, Director  
Nottoway County Public Library System

August 30, 2021

Dr. Tamarah Holmes  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
VATI Program  
600 East Main Street, Suite 300  
Richmond, Virginia 23219

RE: Letter of Support for Charlotte County's Joint VATI Grant Application

Dear Dr. Holmes:

We are writing to express our support of Charlotte County's joint VATI application for expanding broadband access in the county. Broadband access can greatly improve citizens' access to education, healthcare, employment opportunities, and public services, thereby improving citizens' quality of life and their ability to compete and prosper. The COVID-19 pandemic has increased reliance on broadband while emphasizing how the lack of broadband access can mean loss of access to basic services. While Charlotte County's topography and low population density make universal broadband access a challenge, it does not diminish our citizens' need for that access.

Broadband capability will improve policing operation in Charlotte County at which can become critical at times. This can be done through the increase of information sharing, reduction of time spent on administration task, and improvement of response time. As patrol requires considerable time and resources the improvements would allow patrol officers to engage more with the community and free up additional resources to use for crime prevention or other activities. The upgrade that the department would experience with Broadband through quality and capacity of communication is always an asset. Benefits such as increased access to timely information, increased information flow, and improved quality can make our community a safer place to live. Broadband will allow patrol officers more information when approaching an encounter thus improving officer and community safety. Citizens would be provided with more capability of using the Broadband to fall back on when police presence is needed when cellular data isn't available or of the poor quality that is available at this time.

We recognize the importance of providing broadband access to citizens in Charlotte County. The proposed broadband expansion will increase educational opportunities and economic growth locally and regionally. Charlotte County's proposed investment in broadband infrastructure utilizing a VATI Grant can help our citizens, our businesses, and our community grow and prosper. Please consider their application and know we will stand in support of their efforts.

Sincerely,

A handwritten signature in black ink that reads "Royal S. Freeman". The signature is written in a cursive style with a horizontal line at the end.

Royal S. Freeman, Sheriff  
County of Charlotte

**Derivation of Cost EAST WPPDC RSN VATI FTTH Project**

<b>Product</b>	<b>Total</b>	<b>VATI</b>	<b>County</b>	<b>RDOF</b>	<b>RSN Fiber</b>	<b>RSN Drops</b>	<b>Source of Estimate</b>	<b>Date</b>
<b>1-Amelia County Area 2022-2024</b>								
RDOF/Unserved Eng for Design, Field Staking & Permits	\$ 3,284,331		\$ 2,932,500	\$ 351,831			Mid-South Consulting Eng	9/9/21
RDOF/Unserved Dist/Trans Fiber 371.12mi.@\$53.88K	\$ 19,991,169	\$ 18,768,184	\$ 402,546		\$ 820,439		Mid-South Consulting Eng	9/9/21
RDOF/Unserved ONT's & Drops RSN 1877 @\$2500	\$ 4,692,500					\$ 4,692,500	Mid-South Consulting Eng	9/9/21
RDOF/Unserved Access/Switching Equip w/Eng	\$ 250,000		\$ 250,000				Mid-South Consulting Eng	9/9/21
RDOF/Unserved Remote Sites	\$ 190,000		\$ 190,000				Mid-South Consulting Eng	9/9/21
County Admin Charge	\$ 50,000	\$ 50,000					East WPPDC Group	9/10/21
<b>Totals</b>	<b>\$ 28,458,000</b>	<b>\$ 18,818,184</b>	<b>\$ 3,775,046</b>	<b>\$ 351,831</b>	<b>\$ 820,439</b>	<b>\$ 4,692,500</b>	<b>\$ 28,458,000</b>	
<b>4692 Service Locations Passed 40% Served</b>	<b>100%</b>	<b>66%</b>	<b>13%</b>	<b>1%</b>	<b>3%</b>	<b>16%</b>		
<b>2-Bedford County Area 2022-2024</b>								
RDOF/Unserved Eng for Design, Field Staking & Permits	\$ 729,394		\$ 729,394				Mid-South Consulting Eng	9/9/21
RDOF/Unserved Dist/Trans Fiber 172.72mi.@\$63.67K	\$ 10,997,574	\$ 7,608,896	\$ 1,071,048	\$ 695,139	\$ 1,622,491		Mid-South Consulting Eng	9/9/21
RDOF/Unserved ONT's & Drops RSN 901 @\$2500	\$ 2,252,500					\$ 2,252,500	Mid-South Consulting Eng	9/9/21
RDOF/Unserved Access/Switching Equip w/Eng	\$ 100,000		\$ 100,000				Mid-South Consulting Eng	9/9/21
RDOF/Unserved Remote Sites	\$ 114,432		\$ 114,432				Mid-South Consulting Eng	9/9/21
County Admin Charge	\$ 50,000	\$ 50,000					East WPPDC Group	9/10/21
<b>Totals</b>	<b>\$ 14,243,900</b>	<b>\$ 7,658,896</b>	<b>\$ 2,014,874</b>	<b>\$ 695,139</b>	<b>\$ 1,622,491</b>	<b>\$ 2,252,500</b>	<b>\$ 14,243,900</b>	
<b>2253 Service Locations Passed 40% Served</b>	<b>100%</b>	<b>54%</b>	<b>14%</b>	<b>5%</b>	<b>11%</b>	<b>16%</b>		
<b>3-Campbell County Area 2022-2024</b>								
RDOF/Space X Eng for Design, Field Staking & Permits	\$ 2,646,920		\$ 2,646,920				Mid-South Consulting Eng	9/9/21
RDOF/Space X Dist/Trans Fiber 290.20mi.@\$60.88K	\$ 17,667,280	\$ 12,755,136	\$ 466,064	\$ 1,334,124	\$ 3,111,956		Mid-South Consulting Eng	9/9/21
RDOF/Space X ONT's & Drops RSN 1554 @\$2500	\$ 3,885,000					\$ 3,885,000	Mid-South Consulting Eng	9/9/21
RDOF/SpaceX Access/Switching Equip w/Eng	\$ 150,000		\$ 150,000				Mid-South Consulting Eng	9/9/21
RDOF/Space X Remote Sites	\$ 120,000		\$ 120,000				Mid-South Consulting Eng	9/9/21
County Admin Charge	\$ 50,000	\$ 50,000					East WPPDC Group	9/10/21
<b>Totals</b>	<b>\$ 24,519,200</b>	<b>\$ 12,805,136</b>	<b>\$ 3,382,984</b>	<b>\$ 1,334,124</b>	<b>\$ 3,111,956</b>	<b>\$ 3,885,000</b>	<b>\$ 24,519,200</b>	
<b>3884 Service Locations Passed 40% Served</b>	<b>100%</b>	<b>52%</b>	<b>14%</b>	<b>5%</b>	<b>13%</b>	<b>16%</b>		
<b>4-Charlotte County Area 2022-2024</b>								
RDOF/Space X Eng for Design, Field Staking & Permits	\$ 729,394		\$ 729,394				Mid-South Consulting Eng	9/9/21
RDOF/Space X Dist/Trans Fiber 227.97mi.@\$30.26K	\$ 7,388,846	\$ 5,210,912	\$ 344,074	\$ 550,158	\$ 1,283,702		Mid-South Consulting Eng	9/9/21
RDOF/Space X ONT's & Drops RSN 636 @\$2500	\$ 1,590,000					\$ 1,590,000	Mid-South Consulting Eng	9/9/21
RDOF/SpaceX Access/Switching Equip w/Eng	\$ 100,000		\$ 100,000				Mid-South Consulting Eng	9/9/21
RDOF/Space X Remote Sites	\$ 114,432		\$ 114,432				Mid-South Consulting Eng	9/9/21
County Admin Charge	\$ 50,000	\$ 50,000					East WPPDC Group	9/10/21
<b>Totals</b>	<b>\$ 9,972,672</b>	<b>\$ 5,260,912</b>	<b>\$ 1,287,900</b>	<b>\$ 550,158</b>	<b>\$ 1,283,702</b>	<b>\$ 1,590,000</b>	<b>\$ 9,972,672</b>	
<b>1590 Service Locations Passed 40% Served</b>	<b>100%</b>	<b>53%</b>	<b>13%</b>	<b>6%</b>	<b>13%</b>	<b>16%</b>		

<b>5-Nottoway County Area 2022-2024</b>								
RDOF/Space X Eng for Design, Field Staking & Permits	\$ 729,394		\$ 729,394					Mid-South Consulting Eng 9/9/21
RDOF/Space X Dist/Trans Fiber 130.99mi. @\$36.85K	\$ 4,826,874	\$ 3,862,888	\$ 76,346	\$ 266,592	\$ 621,048			Mid-South Consulting Eng 9/9/21
RDOF/Space X ONT's & Drops RSN 436 @\$2500	\$ 1,090,000					\$ 1,090,000		Mid-South Consulting Eng 9/9/21
RDOF/SpaceX Access/Switching Equip w/Eng	\$ 100,000		\$ 100,000					Mid-South Consulting Eng 9/9/21
RDOF/Space X Remote Sites	\$ 114,432		\$ 114,432					Mid-South Consulting Eng 9/9/21
County Admin Charge	\$ 50,000	\$ 50,000						East WPPDC Group 9/10/21
<b>Totals</b>	<b>\$ 6,910,700</b>	<b>\$ 3,912,888</b>	<b>\$ 1,020,172</b>	<b>\$ 266,592</b>	<b>\$ 621,048</b>	<b>\$ 1,090,000</b>	<b>\$ 6,910,700</b>	
<b>1089 Service Locations Passed 40% Served</b>	<b>100%</b>	<b>57%</b>	<b>15%</b>	<b>4%</b>	<b>9%</b>	<b>16%</b>		

<b>6-Pittsylvania County Area 2022-2024</b>								
RDOF/Other Eng for Design, Field Staking & Permits	\$ 13,777,418		\$ 13,777,418					Mid-South Consulting Eng 9/9/21
RDOF/Other Dist/Trans Fiber 1122.33mi. @\$43.88K	\$ 49,305,250	\$ 39,460,529	\$ 2,172,657	\$ 2,301,619	\$ 5,370,445			Mid-South Consulting Eng 9/9/21
RDOF/Other ONT's & Drops RSN 4794 @\$2500	\$ 11,985,000					\$ 11,985,000		Mid-South Consulting Eng 9/9/21
RDOF/Other Access/Switching Equip w/Eng	\$ 404,432		\$ 404,432					Mid-South Consulting Eng 9/9/21
RDOF/Other Remote Sites	\$ 174,432		\$ 174,432					Mid-South Consulting Eng 9/9/21
County Admin Charge	\$ 50,000	\$ 50,000						East WPPDC Group 9/10/21
<b>Totals</b>	<b>\$ 75,696,532</b>	<b>\$ 39,510,529</b>	<b>\$ 16,528,939</b>	<b>\$ 2,301,619</b>	<b>\$ 5,370,445</b>	<b>\$ 11,985,000</b>	<b>\$ 75,696,532</b>	
<b>11,985 Service Locations Passed 40% Served</b>	<b>100%</b>	<b>52%</b>	<b>22%</b>	<b>3%</b>	<b>7%</b>	<b>16%</b>		

<b>Application Totals</b>	<b>\$ 159,801,004</b>	<b>\$ 87,966,545</b>	<b>\$ 28,009,915</b>	<b>\$ 5,499,463</b>	<b>\$ 12,830,081</b>	<b>\$ 25,495,000</b>	<b>\$ 159,801,004</b>	Comb RSN \$38,325,081
	<b>100%</b>	<b>55%</b>	<b>18%</b>	<b>3%</b>	<b>8%</b>	<b>16%</b>		

<b>Purchase Order</b>	
<b>Purchase Order No.</b>	
<b>Date</b>	11/23/2020
<b>Vendor ID</b>	

Shipping Method		Payment Terms	Ordered By			Reference	
		C.O.D.					
Wilkes Item Number	Description	Req. Date	U/M	Qty. Ordered	Unit Price	Ext. Price	
Vendor Item Number	Additional Item Notes	FOB					
	MX480-Premium-DC			1	\$34,057.32	\$34,057.32	
	JUNOS-64			1	\$3,182.93	\$3,182.93	
	RE-S-X6-64G-BB			2	\$0.00	\$0.00	
	3CBE2-MX-BB			2	\$1,591.47	\$3,182.94	
	FFANTRAY-MX480HCBB			1	\$0.00	\$0.00	
	PWR-MX480-2400DCBB			4	\$0.00	\$0.00	
	MPC3E-3D-NG-IR-B			2	\$14,370.54	\$28,741.08	
	MIC3-3D-10XGE-SFPP			2	\$8,035.72	\$16,071.44	
	MIC-3D-20GE-SFP			2	\$1,607.15	\$3,214.30	
	JS-LR			1	\$2,559.53	\$2,559.53	
	SFPP-10GE-LR			4	\$416.67	\$1,666.68	
	SVC-ND-MX480			1	\$3,647.15	\$3,647.15	
	SVC-ND-MPC3NG-IR			2	\$2,933.58	\$5,867.16	
	ACX5K-L-8X10GW-S			1	\$8,571.43	\$8,571.43	
	SVC-COR-ACX5K8X10			1	\$422.86	\$422.86	
	ACX5048-DC-L2-L3			1	\$9,166.67	\$9,166.67	
	SVC-ND-ACX5048			1	\$1,418.34	\$1,418.34	

**Special Terms and Conditions**

<b>Subtotal</b>	\$121,769.83
<b>Freight</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Order Total</b>	\$121,769.83

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Accepted by Seller



**Quote**  
**No.:** 74627  
**Date:** 03/17/2021

Qty.	Item ID	Description	UOM	Sell	Total
4	1078904701-01	FSP 150CC-GE112Pro, I-Temp, with integrated AC PSU, F150/ADV/GE112/PRO/AC, HW Rel 1.01	EA	\$463.47	\$1,853.88
4	1091904885-02	GE11xPRO, PRE-INSTALLED SW, R11.1.2	EA	\$0.00	\$0.00
4	1091904796-01	FSP 150CC-GE112, GE114, GE112Pro, GE114Pro, and GE104, Software Base Key, F150/GE11X/SW/BASE/KEY	EA	\$117.66	\$470.64
4	1013904010	Mounting Kit, 19 in. Rack Single-Unit Mount, CC-GE11x/CC-T, OSA 5410, and ALM Monitor	EA	\$13.25	\$53.00
	4036381001				
4	1013904011	Mounting Kit, 19 in. Rack Dual-Unit Mount, CC-GE11x/CC-T, XG116Pro, OSA 5410, and ALM Monitor	EA	\$18.30	\$73.20
4	1036000631	AC Power Cable, US Plug, 2.5m, Right-Angled Equipment End	EA	\$10.35	\$41.40

**Your Price:** \$2,492.12  
**Total:** \$2,492.12

Prices are firm until 4/16/2021

Terms: Net 30

**Date:** 3/17/2021

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disclaimer**

A Credit processing fee of 3.5% of total sale will be applied to all credit card purchases.

Quotes reflect product pricing only. Additional charges of freight and taxes (if applicable) will be applied when invoiced.

For warranty issues see [www.goldtelecom.com](http://www.goldtelecom.com) or e-mail [custsrv@goldtelecom.com](mailto:custsrv@goldtelecom.com).

For returns call (515) 825-3400 and ask for Customer Service.

## Network Configuration & Quotation

Quote Reference Number: ( )  
 Quote Type: Access  
 Date Created: April 26, 2021  
 Date Modified: April 26, 2021  
 Quote Expiration: May 26, 2021



### Equipment Summary

<b>E7</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
<b>000-00372</b>	\$597.00	1	\$597.00
E7-2 Field Install Package (CO & ODC/RT): Shelf with Blank Card, FTA, and Field Installation Kit			
<b>E7-2 AXOS</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
<b>100-04665</b>	\$8,446.75	2	\$16,893.50
E7-2 GPON-8 r2 card CLEI: BVL3BA5FAB			
<b>OIM 10GE Transport</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
<b>100-01512</b>	\$498.75	2	\$997.50
10GE SFP+, Single Mode dual fiber transceiver, 10Km, 1310nm, LC, I-temp CLEI: BVL3AMDFAA			
<b>OIM GPON AXOS</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
<b>100-05121</b>	\$249.00	16	\$3,984.00
GPON SFP OIM, Class B+, 20Km, 1490/1310nm Single Fiber Transceiver, C-Temp, AXOS CLEI: BVL3BACFAA			
<b>Equipment Total</b>			<b>\$22,472.00</b>
<b>Grand Total</b>			<b>\$22,472.00</b>

#### Package Details:

000-00372 package consists of the following:

		Qty
100-01449	E7-2 Shelf, 1RU, 2 Slots, with 1 Blank Card	1
100-01830	E7-2 Field Install Kit for CO & RT (19" and 23" mounting brackets, power and ground cables, etc)	1
100-03590	E7-2 Fan Tray Assembly 2 - FTA2	1

### Notes & Optional Equipment and Services

All prices are being quoted in US \$ (Dollars).

Due to rounding, some totals may not correspond with the sum of the separate figures.

Calix Warranty - See Purchase Agreement.

#### Important Ordering Instructions:

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Quote Number: WS-000095328

Quote Date: 2020-12-08

Expiry Date: 2021-03-02

Note: Quote includes Tariff Tax

Line	Part Number	Manufacturer	Description	Ext. Description	UOM	Qty	Unit Price	Extended Total
	ACKS048-DC-L2-L3							\$ 10,470.01
1	ACKS048-DC-L2-L3	Juniper Networks	ACKS048 48 SFP+/SFP PORT & QSFP PORT AND DC POWER SUPPLY		EA	1	\$ 9,166.67	\$ 9,166.67
2	SVC-ND-ACKS048	Juniper Networks	1 YEAR JUNIPER CARE NEXT DAY SUPPORT FOR ACKS048-DC-L2-L3	Service Period: 12 Months	EA	1	\$ 1,303.34	\$ 1,303.34
	<b>Additional Items</b>							\$ 43,282.96
3	RE-S-X6-64G-S	Juniper Networks	ROUTING ENGINE - 6 CORE 2.0GHZ WITH 64G MEMORY SPARE FOR MX2		EA	1	\$ 9,942.85	\$ 9,942.85
4	SC6E2-MX-S	Juniper Networks	ENHANCED MX SWITCH CONTROL BOARD SPARE		EA	1	\$ 4,660.72	\$ 4,660.72
5	PWR-MX480-2400-DCS	Juniper Networks	2400W DC POWER SUPPLY SPARE		EA	1	\$ 1,553.58	\$ 1,553.58
6	MPC3E-3G-NG-IR-B	Juniper Networks	NG MPC3E PORT QUEUE FULL SCALE 16 VPN MX		EA	1	\$ 14,370.54	\$ 14,370.54
7	SVC-ND-MPC3NG-IR	Juniper Networks	1 YEAR JUNIPER CARE NEXT DAY SUPPORT FOR MPC3E-3D-NG-IR-B	Service Period: 12 Months	EA	1	\$ 2,695.72	\$ 2,695.72
8	MIC3-3D-10XGE-SFPP	Juniper Networks	MIC WITH 10X10GE SFP+ INTERFACE		EA	1	\$ 8,035.72	\$ 8,035.72
9	MIC-3D-20GE-SFP	Juniper Networks	20X10 10G 100G MIC FOR MX REQUIRES OPTICS SOLD SEPARATELY		EA	1	\$ 1,607.15	\$ 1,607.15
10	SFPP-10GE-LR	Juniper Networks	SFP 10GE PLUGGABLE TRANSCIVER SMF 1310NM FOR 10KM TRANSMISS		EA	1	\$ 416.67	\$ 416.67
							Subtotal:	\$ 53,752.97
							Tariff:	\$ 1,261.49
							<b>Quote Total:</b>	<b>\$ 55,014.46</b>

Special Note: Please be aware that due to recent increases in import tariffs associated with imported SFPs that are manufactured in countries affected by customer's origin processes with a ship date after the effective date of any such imposed tariff increase may be subject to an additional tax charge.

Delivery #:

### Packing List Detail

Total Weight (kg/lb): 14.97/33  
Total Net Weight (kg/lb):  
Total Number of Pieces: 1  
Total Number of Cartons: 1

Qt Ln	Ln	Product Number Customer Part Number	Product Description	UoM	Serial Number	Order Qty	Ship Qty	CL&I	CPR
✓ 003001	003001	ACX5048-DC	ACX5048 DC HW AND JUNOS OS	EA	WB3120170550	1	1	IPM9600DRC	N70DUF

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first gaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.  
Products/items listed in this document are subject to export and shipment control in accordance with EU/UK regulations number 428/2009 - These items require an export license if exported outside the EU/UK.  
Export/re-export to those countries is prohibited without first obtaining the US Export/re-export license approval from the U.S. Government: Cuba, Iran, North Korea, Sudan, Syria  
Please note that Juniper Networks products (including software or hardware) may not be used in connection with violations of human rights, of democratic principles or of freedom of speech as defined in the Charter of Fundamental Rights of the European Union where use is made of interception techniques and digital data transfer equipment for monitoring mobile phones and reading text message and of targeted surveillance of internet use (e.g. by means of monitoring center and lawful interception gateway).

# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
			01/29/2021	FACTORY			

Ordered by:							
Quantity	Catalog # / Description			Unit Price / Unit	Amount		
56	BULKU304836J081011 CHANNELL COMMERCIAL BULK 30X48X36 SHIELD SPLT LID T22 HEX			510.37 / 1	28,580.72		
	INBOUND FREIGHT				26.75		



**PAY INVOICES QUICKLY and EASILY ONLINE!**

Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy.

**Terms of Payment**

Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	28,607.47
Freight	0.00
Handling	0.00
Tax	1516.20
<b>Total Due</b>	<b>30,123.67</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTE**

# INVOICE

PO #:						SO#:
Def. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
			02/12/2021	FACTORY		

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	R-19848-CAB288-50F CLEARFIELD INC FDH PON CAB 288 SCAPC DIST W 50FT TAIL	3786.70 / 1	3,786.70
	INBOUND FREIGHT		26.75



**PAY INVOICES QUICKLY and EASILY ONLINE!**

Use our customer portal for all your account needs. Make payments, obtain invoice copies, find proof of deliveries and more! Registering is easy. Contact your local branch c

**Terms of Payment**

Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	3,813.45
Freight	0.00
Handling	0.00
Tax	202.11
<b>Total Due</b>	<b>4,015.56</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON THE BACK OF THIS INVOICE**

# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
C			02/12/2021	FACTORY			

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	R-19848-CAB576-50F CLEARFIELD INC FDH PON CAB 576 SCAPC DIST W 50FT TAIL	7578.72 / 1	7,578.72
	INBOUND FREIGHT		26.75



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<b>Terms of Payment</b> Net 30 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total	7,605.47
	Freight	0.00
	Handling	0.00
	Tax	403.09
	<b>Total Due</b>	<b>8,008.56</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTE**

# INVOICE

PO #:					SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
	1	UPS	02/19/2021		S/P - F/A	

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
20	EM8100-24.25GR HUBBELL POWER SYSTEMS	3.66 / 1	73.20



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**Terms of Payment**

Net 30 Days

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Sub Total	73.20
Freight	0.00
Handling	0.00
Tax	<u>4.39</u>
<b>Total Due</b>	<b>77.59</b>

77.08

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# INVOICE

PO #:					SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
		UPS	03/19/2021		S/P - F/A	

Ordered by: |

Quantity	Catalog # / Description	Unit Price / Unit	Amount
315	BARE-CU-SD-6-SOL-315S GENERIC VENDOR WIRE-WYRPA BARE CU	480.00 / 1000	151.20
10	EM8100-24.25GR HUBBELL POWER SYSTEMS	4.56 / 1	45.60



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**Terms of Payment**

Net 30 Days

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Sub Total	196.80
Freight	0.00
Handling	0.00
Tax	11.84
<b>Total Due</b>	<b>208.64</b>
	<b>10.43</b>
	<b>207.23</b>

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# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
			03/18/2021		S/P - F/A		

Ordered by:							
Quantity	Catalog # / Description			Unit Price / Unit	Amount		
3	FOSC450-D6-6-R2-1-D6V COMMSCOPE TECHNOLOGIES LLC. FOSC450-D6-6-R2-1-D6V R2962P-000			358.66 / 1	1,075.98		
3	FOSC-ACC-D-TRAY-RIBN-24 COMMSCOPE TECHNOLOGIES LLC. FOSC-ACC-D-TRAY-RIBN-24 061064-000			33.80 / 1	101.40		
18	42-0026 REEF IND.-TERRA TAPE DIV. 3X6000F XTR STR FIB OP TP			198.68 / 1	3,576.24		
10	165OR4A 3M CO. - ELECTRICAL MARKETS DIV. VINYL ELECT TAPE 165 ORG 3/4IN X 60FT			1.01 / 1	10.10		
10	165BL4A 3M CO. - ELECTRICAL MARKETS DIV. VINYL ELECT TAPE 165 BLU 3/4IN X 60FT			1.01 / 1	10.10		
10	165GR4A 3M CO. - ELECTRICAL MARKETS DIV. VINYL ELECT TAPE 165 GRN 3/4IN X 60FT			1.01 / 1	10.10		
30	80610938187 CORNING OPTICAL COMMUNICATIONS 88T-0.75X60 (3/4X60) VINYL TAPE			3.03 / 1	90.90		
75	GC268 HUBBELL POWER SYSTEMS CONNECTOR CU GROUND			7.94 / 1	595.50		
70	GC5006 HUBBELL POWER SYSTEMS VISE TYPE CONNECTOR			2.07 / 1	144.90		
65	615880 ERICO INTERNATIONAL CORPORATION GRND ROD 5/8INX8FT CU BOND 10MIL			11.72 / 1	761.80		
160	80610844443 CORNING OPTICAL COMMUNICATIONS 4460-D/FO SHIELD BOND CONNECTOR ASSEMBLY			3.96 / 1	633.60		
10	EM-2525 HUBBELL POWER SYSTEMS #6 SCREW ON TERMINAL			2.30 / 1	23.00		
5	GRDXTKIT VERTIV CORPORATION GRD EXT BKT-SLOT MNT			7.24 / 1	36.20		

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTE**

# INVOICE

111

PO #: \_\_\_\_\_ SO#: \_\_\_\_\_

Quantity	Catalog # / Description	Unit Price / Unit	Amount
315	BARE-CU-SD-6-SOL-315S GENERIC VENDOR WIRE-WYRPA BARE CU	480.00 / 1000	151.20
300	100W U G PRODUCTS CO., INC. WHITE CABLE TAG W/UV TIE	0.33 / 1	99.00
1	97-500502-A CHARLES INDUSTRIES/COIL INSULATED GROUND BRAID 18 IN	137.50 / 1	137.50



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<b>Terms of Payment</b> Net 30 Days  As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	<b>Sub Total</b>	7,457.52
	<b>Freight</b>	0.00
	<b>Handling</b>	0.00
	<b>Tax</b>	395.25
	<b>Total Due</b>	7,852.77

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LIST.**

# INVOICE

PO #:					SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
		Southeastern Freigh	03/22/2021		S/P - F/A	

Ordered by:						
Quantity	Catalog # / Description	Unit Price / Unit	Amour			
1	FOSC450-D6-6-R2-1-D6V COMMSCOPE TECHNOLOGIES LLC. FOSC450-D6-6-R2-1-D6V R2962P-000	358.66 / 1	358.66			
5	FOSC-ACC-D-TRAY-RIBN-24 COMMSCOPE TECHNOLOGIES LLC. FOSC-ACC-D-TRAY-RIBN-24 061064-000	33.80 / 1	169.00			
40	CVE30720401U CARSONITE COMPOSITES LLC	36.00 / 1	1,440.00			
40	18171FOC-A CARSONITE COMPOSITES LLC	3.75 / 1	150.00			
10	165OR4A 3M CO. - ELECTRICAL MARKETS DIV. VINYL ELECT TAPE 165 ORG 3/4IN X 60FT	1.01 / 1	10.10			
10	165BL4A 3M CO. - ELECTRICAL MARKETS DIV. VINYL ELECT TAPE 165 BLU 3/4IN X 60FT	1.01 / 1	10.10			
10	165GR4A 3M CO. - ELECTRICAL MARKETS DIV. VINYL ELECT TAPE 165 GRN 3/4IN X 60FT	1.01 / 1	10.10			
30	80610938187 CORNING OPTICAL COMMUNICATIONS 88T-0.75X60 (3/4X60) VINYL TAPE	3.03 / 1	90.90			
75	GC268 HUBBELL POWER SYSTEMS CONNECTOR CU GROUND	7.94 / 1	595.50			
20	GC5006 HUBBELL POWER SYSTEMS VISE TYPE CONNECTOR	2.07 / 1	41.40			
200	80610844443 CORNING OPTICAL COMMUNICATIONS 4460-D/FO SHIELD BOND ÇONNECTOR ASSEMBLY	3.96 / 1	792.00			
10	EM-2525 HUBBELL POWER SYSTEMS #6 SCREW ON TERMINAL	2.30 / 1	23.00			
5	GRDXTKIT VERTIV CORPORATION GRD EXT BKT-SLOT MNT	7.24 / 1	36.20			

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTE**

# INVOICE

PO #:					SO#:	
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
200	100W U G PRODUCTS CO., INC. WHITE CABLE TAG W/UV TIE			0.33 / 1	66.00	
1	97-500502-A CHARLES INDUSTRIES/COIL INSULATED GROUND BRAID 18 IN			137.50 / 1	137.50	
<b>Del. Doc. #:</b> 8036553597 <b>Signed For By:</b>	<b>PRO #</b> 662950534	<b>Date Shipped</b> 03/22/2021	<b>Routing</b> Southeastern Freight Lines	<b>F.O.B.</b> S/P - F/A	<b>Shipped From</b> ZONE-AUSTELL, GA	<b>Rt. To</b>
12	42-0026 REEF IND.-TERRA TAPE DIV. 3X6000F XTR STR FIB OP TP			198.68 / 1	2,384.16	



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**Terms of Payment**

Net 30 Days

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Sub Total	6,314.82
Freight	0.00
Handling	0.00
Tax	334.67
<b>Total Due</b>	<b>6,649.29</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED**

<b>Purchase Order</b>	
<b>Purchase Order No.</b>	
<b>Date</b>	04/01/2021
<b>Vendor ID</b>	

**Ship To**

<b>Shipping Method</b>	<b>Payment Terms</b>	<b>Ordered By</b>	<b>Reference</b>
	C.O.D.		
<b>Description</b>	<b>Req. Date</b>	<b>U/M</b>	<b>Qty Ordered</b>
<b>Vendor Item Number</b>	<b>Additional Item Notes</b>	<b>FOB</b>	<b>Unit Price</b>
			<b>Ext. Price</b>


AT-3GE8YSX-072, REEL# SHC2 1			7,600	\$0.59	\$4,476.40
AT-3GE8YSX-072, REEL# SHC2 1					
AT-3GE8YSX-072, REEL# SHC2 2			8,400	\$0.59	\$4,947.60
AT-3GE8YSX-072, REEL# SHC2 2					
AT-3GE8YSX-072, REEL# SHC2 3			8,500	\$0.59	\$5,006.50
AT-3GE8YSX-072, REEL# SHC2 3					
AT-3GE8YSX-144-E, REEL# SHC2 4A			8,000	\$0.88	\$7,032.00
AT-3GE8YSX-048, REEL# SHC2 4B			4,800	\$0.45	\$2,140.80
AT-3GE8YSX-144-E, REEL# SHC2 5A			9,000	\$0.88	\$7,911.00
AT-3GE8YSX-048, REEL# SHC2 5B			9,100	\$0.45	\$4,058.60
AT-3GE8YSX-144-E, REEL# SHC2 6A			11,000	\$0.88	\$9,669.00
AT-3GE8YSX-024, REEL# SHC2 6B			7,200	\$0.34	\$2,433.60
AT-3GE8YSX-288-E, REEL# SHC2 7A			6,200	\$1.58	\$9,802.20
AT-3GE8YSX-144, REEL# SHC2 7B			6,300	\$0.88	\$5,537.70
AT-3GE8YSX-288-E, REEL# SHC2 8A			6,400	\$1.58	\$10,118.40
AT-3GE8YSX-072, REEL# SHC2 8B			6,500	\$0.59	\$3,828.50
AT-3GE8YSX-288-E, REEL# SHC2 9A			7,100	\$1.58	\$11,225.10
AT-3GE8YSX-024, REEL# SHC2 9B			4,600	\$0.34	\$1,554.80
AT-3GE8YSX-048, REEL# SHC2 10			8,000	\$0.45	\$3,568.00
AT-3GE8YSX-048, REEL# SHC2 11			7,300	\$0.45	\$3,255.80
AT-3GE8YSX-288-E, REEL# SHC2 12A			8,200	\$1.58	\$12,964.20

**Special Terms and Conditions**

<b>Subtotal</b>	\$169,330.65
<b>Freight</b>	\$0.00
<b>Tax</b>	\$8,974.56
<b>Order Total</b>	\$178,305.21

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Accepted by Seller

<b>Purchase Order</b>		
<b>Purchase Order No.</b>		
<b>Date</b>	04/01/2021	
<b>Vendor ID</b>		

**Ship To**


Shipping Method		Payment Terms		Ordered By			Reference	
		C.O.D.		ON				
Vendor Item Number	Description	Req. Date	U/M	Qty Ordered	Unit Price	Ext. Price		
	Additional Item Notes	FOB						
	1700C TAPE GREEN			10	\$1.61	\$16.10		
	42-0026 REEF IND.-TERRA TAPE 3" X \$172.67			22	\$172.67	\$3,798.74		
	CVE0720401U VALMONT COMP. POST			140	\$32.35	\$4,529.00		
	18171FOC-A VALMONT			140	\$3.75	\$525.00		
	#6 SOLID BARE COPPER			315	\$0.43	\$135.45		
	GC268 (25 PER BOX)			80	\$7.10	\$568.00		
	GC5006 (5 PER BAG)			50	\$1.70	\$85.00		
	5/8 X 8' COPPER CLAD GRD ROD			80	\$11.72	\$937.60		
	CHARLES 97-500502-A			50	\$2.75	\$137.50		

**Special Terms and Conditions**

<b>Subtotal</b>	\$169,330.65
<b>Freight</b>	\$0.00
<b>Tax</b>	\$8,974.56
<b>Order Total</b>	\$178,305.21

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Accepted by Seller

<b>Purchase Order</b>	
<b>Purchase Order No.</b>	
<b>Date</b>	04/01/2021
<b>Vendor ID</b>	

Shipping Method		Payment Terms		Ordered By		Reference	
		C.O.D.					
Item Number	Description	Req. Date	U/M	Qty Ordered	Unit Price	Ext. Price	
Vendor Item Number	Additional Item Notes	FOB					
	AT-3GE8YSX-072, REEL# SHC2 12B			5,600	\$0.59	\$3,298.40	
	AT-3GE8YSX-048, REEL# SHC2 13			8,100	\$0.45	\$3,612.60	
	AT-3GE8YSX-024, REEL# SHC2 14			5,200	\$0.34	\$1,757.60	
	AT-3GE8YSX-024, REEL# SHC2 15			8,600	\$0.34	\$2,906.80	
	AT-3GE8YSX-024, REEL# SHC2 16			6,500	\$0.34	\$2,197.00	
	CHARLES CFDP-208ELS/WTC			108	\$151.99	\$16,414.92	
	CHARLES UMS36-STD			110	\$6.74	\$741.40	
	CHANNELL BULKU304836J081011			12	\$510.37	\$6,124.44	
	CHANNELL BULKU3048360081236			1	\$691.50	\$691.50	
	COMMSCOPE R2962P-000			13	\$358.66	\$4,662.58	
	COMMSCOPE 709972-000			108	\$20.84	\$2,250.72	
	EM-2525			10	\$2.30	\$23.00	
	4460-D/FO			50	\$3.96	\$198.00	
	GNDXTKIT			15	\$7.24	\$108.60	
	EM8100-24.25GR			30	\$3.66	\$109.80	
	UG100W			200	\$0.33	\$66.00	
	R-19848-CAB288-50F, 288 PON CAB			1	\$3,786.70	\$3,786.70	
	88T 3/4 X 60'			30	\$2.86	\$85.80	
	1700C TAPE ORANGE			10	\$1.61	\$16.10	
	1700C TAPE BLUE			10	\$1.61	\$16.10	

**Special Terms and Conditions**

<b>Subtotal</b>	\$169,330.65
<b>Freight</b>	\$0.00
<b>Tax</b>	\$8,974.56
<b>Order Total</b>	\$178,305.21

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Accepted by Seller



# INVOICE

PO #:						SO#:
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
			05/03/2021	FACTORY		

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
18	CFDP210-ELS/WTC CHARLES INDUSTRIES/COIL 10 IN FIB PED DBL DOOR WILKES/RIVER LBL	175.32 / 1	3,155.76
	INBOUND FREIGHT		138.03



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<b>Terms of Payment</b> Net 30 Days  As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total	3,293.79
	Freight	0.00
	Handling	0.00
	Tax	174.57
	<b>Total Due</b>	<b>3,468.36</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED**

# INVOICE

PO #:						SO#:
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
			05/17/2021	FACTORY		

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	R-19848-CAB288-50F CLEARFIELD INC FDH PON CAB 288 SCAPC DIST W 50FT TAIL	3786.70 / 1	3,786.70
	INBOUND FREIGHT		26.75



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	Freight	0.00
	Handling	0.00
	Tax	202.11
	<b>Total Due</b>	<b>4,015.56</b>

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# INVOICE

PO #:						SO#:
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
			05/12/2021	FACTORY		

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
4140 ✓	AT-3GE8YSX-048 OFS FITEL LLC ITEM#: P/N: REEL# SHCO 1B	446.00 / 1000	1,846.44
6968 ✓	AT-3GE8YSX-144 OFS FITEL LLC 144F ACCUROLL DRY CORE ALLWAVE RIBBON ITEM#: P/N: REEL# SHCO 2	879.00 / 1000	6,124.87
3736 ✓	AT-3GE8YSX-072 OFS FITEL LLC 72F ACCUROLL DRY CORE ALLWAVE RIBBON ITEM#: P/N: REEL# SHCO 3B	589.00 / 1000	2,200.50
5656 ✓	AT-3GE8YSX-144 OFS FITEL LLC 144F ACCUROLL DRY CORE ALLWAVE RIBBON ITEM#: P/N: REEL# SHCO 7B	879.00 / 1000	4,971.62
5656 ✓	AT-3GE8YSX-288-E OFS FITEL LLC ITEM#: P/N: REEL# SHCO 1A	1625.00 / 1000	9,191.00
5252 ✓	AT-3GE8YSX-288-E OFS FITEL LLC ITEM#: P/N: REEL# SHCO 3A	1625.00 / 1000	8,534.50
6564 ✓	AT-3GE8YSX-288-E OFS FITEL LLC ITEM#: P/N: REEL# SHCO 4A	1625.00 / 1000	10,666.50
4444 ✓	AT-3GE8YSX-144-E OFS FITEL LLC ITEM#: P/N: REEL# SHCO 5A	910.00 / 1000	4,044.04
5748 ✓	AT-3GE8YSX-072-E OFS FITEL LLC ITEM#: P/N: REEL# SHCO 6A	610.00 / 1000	3,506.28
5450	AT-3GE8YSX-072-E OFS FITEL LLC ITEM#: P/N: REEL# SHCO 7A	610.00 / 1000	3,324.50

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# INVOICE

PO #:					SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
			05/27/2021			

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
90	UMS36-STD CHARLES INDUSTRIES/COIL 36IN STEEL MOUNTING STAKE & HARDWARE	6.74 / 1	606.60



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<p><b>Terms of Payment</b> Net 30 Days</p> <p>As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Sub Total</td> <td style="text-align: right;">606.60</td> </tr> <tr> <td>Freight</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Handling</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Tax</td> <td style="text-align: right;">32.15</td> </tr> <tr> <td><b>Total Due</b></td> <td style="text-align: right;"><b>638.75</b></td> </tr> </table>	Sub Total	606.60	Freight	0.00	Handling	0.00	Tax	32.15	<b>Total Due</b>	<b>638.75</b>
Sub Total	606.60										
Freight	0.00										
Handling	0.00										
Tax	32.15										
<b>Total Due</b>	<b>638.75</b>										

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTE**

# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
			06/24/2021	FACTORY			

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
5856	AT-3GE8YSX-288 OFS FITEL LLC 288F ACCUROLL DRY CORE ALLWAVE RIBBON ITEM#: P/N: REEL# SHCO 6B	1581.00 / 1000 #	9,258.34



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# Identifies Non-Exempt Items That Are Taxed

**Terms of Payment**

Net 30 Days

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Sub Total	9,258.34
Freight	0.00
Handling	0.00
Tax	490.69
<b>Total Due</b>	<b>9,749.03</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LIS'**

# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
			06/30/2021	FACTORY			

Ordered by: Rodney Blake

Quantity	Catalog # / Description	Unit Price / Unit	Amount
13333	AT-3GE8YSX-024 OFS FITEL LLC ITEM#: P/N: REEL SHC7 9	338.00 / 1000	# 4,506.55



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# Identifies Non-Exempt Items That Are Taxed

<b>Terms of Payment</b> Net 30 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total	4,506.55
	Freight	0.00
	Handling	0.00
	Tax	238.85
	<b>Total Due</b>	<b>4,745.40</b>


**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED**

# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
			07/10/2021	FACTORY			

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
9	OSE-ST-3-TQ CORNING OPTICAL COMMUNICATIONS 12 POSITION RIBBON SPLICE TRAY	35.91 / 1	323.19
2	OSE-HD0-W0-1 CORNING OPTICAL COMMUNICATIONS OSE SPLICE TRAY UNIVERSAL	967.71 / 1	1,935.42
2	15-211-14 CORNING OPTICAL COMMUNICATIONS KIT RIBBON TERMINATION	75.33 / 1	150.66
2	RBN-TERM-KIT-FMS CORNING OPTICAL COMMUNICATIONS FIBER RIBBON BRANCHOUT KIT	82.45 / 1	164.90
1	OSE-CBL-36 CORNING OPTICAL COMMUNICATIONS CABLE ENTRY KIT .625 TO .750IN	29.26 / 1	29.26
4	OSE-CBL-37 CORNING OPTICAL COMMUNICATIONS CABLE ENTRY KIT .75-.87IN	29.26 / 1	117.04
	INBOUND FREIGHT		22.15



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<p><b>Terms of Payment</b> Net 30 Days</p> <p>As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Sub Total</td> <td style="text-align: right;">2,742.62</td> </tr> <tr> <td>Freight</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Handling</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Tax</td> <td style="text-align: right;">145.36</td> </tr> <tr> <td><b>Total Due</b></td> <td style="text-align: right;"><b>2,887.98</b></td> </tr> </table>	Sub Total	2,742.62	Freight	0.00	Handling	0.00	Tax	145.36	<b>Total Due</b>	<b>2,887.98</b>
Sub Total	2,742.62										
Freight	0.00										
Handling	0.00										
Tax	145.36										
<b>Total Due</b>	<b>2,887.98</b>										

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED**

# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
			07/08/2021	FACTORY			

Ordered by:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
6968	AT-3GE8YSX-288 OFS FITEL LLC 288F ACCUROLL DRY CORE ALLWAVE RIBBON ITEM#: P/N: REEL SHCO 9B	1581.00 / 1000 #	11,016.41



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# Identifies Non-Exempt Items That Are Taxed

**Terms of Payment**

Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	11,016.41
Freight	0.00
Handling	0.00
Tax	583.87
<b>Total Due</b>	<b>11,600.28</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTE**



# INVOICE

PO #:						SO#:	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
		Southeastern Freight	07/20/2021		PPD - Bill		

Ordered by:			
Quantity	Catalog # / Description	Unit Price / Unit	Amount
36000	6E-SWP-PV4P24-GY-P-ESS-100 SUPERIOR ESSEX INTERNATIONAL LP 51-240-31	140.00 / 1000	# 5,040.00
25	615880 ERICO INTERNATIONAL CORPORATION GRND ROD 5/8INX8FT CU BOND 10MIL	11.79 / 1	294.75
100	PF-ONT-NID PRECISION REEL CABLE AND SUPPLY LLC ONT NID OUTSIDE HOUSE BOX	25.55 / 1	2,555.00
315	BARE-CU-SD-6-SOL-315S GENERIC VENDOR WIRE-WYRPA BARE CU	868.94 / 1000	# 273.72
25	GC268 HUBBELL POWER SYSTEMS CONNECTOR CU GROUND	9.30 / 1	232.50
100	GC5006 HUBBELL POWER SYSTEMS VISE TYPE CONNECTOR	2.36 / 1	236.00



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# Identifies Non-Exempt Items That Are Taxed

**Terms of Payment**

Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	8,631.97
Freight	200.24
Handling	0.00
Tax	457.49
<b>Total Due</b>	<b>9,289.70</b>

**SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED**



### Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
SB50 Gray Kit	SY-6319G1	6	\$10.00	\$60.00
TRIMM PANEL 787 SERIES DIST. PANEL 10/10 VERSA STUD IN/OUT	7875001011	1	\$3,170.00	\$3,170.00
CRKT. BRKR. 60AMP BULLET AUX STRAP	030017760J	4	\$33.00	\$132.00
CRKT. BRKR. 30AMP BULLET AUX STRAP	030017760G	2	\$33.00	\$66.00

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
RECTIFIER, 42-56VDC, MAX. 20A, MAX. 1120W, FAN COOLED (BOTTOM TO TOP) -INPUT: RATED VOLTAGE: 100- 240VAC, MAX RATED CURRENT: 12A -OUTPUT: 42-56VDC, MAX. 20A, MAX. 1120W -PEAK EFFICIENCY: >96.3% -OPERATING TEMPERATURE -40 TO +70°C; WEIGHT 7LBS	V1000A1-HE	8	\$530.00	\$4,240.00

## Subtotals



### Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
CE&T INVERTER 12KVA Max; 1.5KVA Min; 10RU AC Input: Single Phase 120 VAC- Single Feed Termination: Terminal Blocks; Protection: 2 x 70A Supplementary Breaker built in by default & Surge Arrestors built-in by default (Class II type) AC Output: 120VAC Single Phase Termination: Bulk Output on Terminal Blocks; Protection: 100A Supplementary Breaker DC Input 40-60V, 33A Max per module Termination: Terminal Blocks; Upstream Protection: 150A; 1 Breaker for #4 Modules (dual feed)	S33A33E0008F21SB70 01	1	\$9,326.00	\$9,326.00

TSI-EPC -48Vdc - 120Vac - Module MEDIA	T331330201	5	\$1,214.00	\$6,070.00
Blank	T321030002	3	\$12.00	\$36.00
ELTEK INTEGRATED SYSTEM/ REAR WIRE 500AMP MAX 48V NEGATIVE POLARITY OUTPUT VOLTAGE 23" / 12RU / MID MOUNT DUAL AC INPUT PER RECTIFIER (LL AC CORD) QTY 10 RECTIFIER POSITIONS QTY 48 DISTRIBUTION CIRCUIT BREAKER POSITIONS (CBB STYLE) 1/4"-20 STUD 5/8" CENTER REAR BATTERY SHUNT BUS BAR 4QTY POSITIONS 1/4"-20 STUD 5/8" CENTER OR 4QTY 3/8" - 1" CENTER BC CONTROLLER CARD NOT INCLUDED	264849	1	\$3,385.00	\$3,385.00
48V, SYSTEM CONTROLLER	BC2000-A01-10VC	1	\$492.00	\$492.00
RECTIFIER, 42-56VDC, MAX.50A, MAX. 2800W, FANCOOLED (BOTTOM TO TOP) -INPUT: RATED VOLTAGE:200- 240VAC, MAX RATED CURRENT: 15A, -OUTPUT: 42-56VDC, MAX. 40A, MAX. 2800W -PEAK EFFICIENCY: >96.3% -OPERATING TEMPERATURE -40 TO +65°C; WEIGHT 7LBS	V2500A1-HE	5	\$962.00	\$4,810.00
BLANK V SERIES HERECTIFIER BLANK V SERIES RECTIFIER CHASSIS, W/BLACK FACEPLATE FOR USE WITH (HE) RECTIFIERS	VBLANK-HE	5	\$46.00	\$230.00
ALARM CABLE 50'	3672495500	1	\$88.00	\$88.00
CIRCUIT BREAKER, 150 AMP	CBB150E	2	\$90.00	\$180.00

23" RELAY RACK	RG0625DG	2	\$280.00	\$560.00
ISO-PAD 23" RACKINSULTING PAD KIT	IP8601	2	\$86.00	\$172.00
350 REF GROUND (GREEN)	39910	35	\$12.50	\$437.50
350 LUGS 350 LUG 3/8" HOLE x 2 HOLE x 1" ON CENTER NARROW TONGUE	YA34L2NT38FX	2	\$17.50	\$35.00
ENERSYS SBS190F 23" Relay Rack 3 Strings SBS 190F, 72.6 amps for 8 hours	SBS190F	12	\$489.00	\$5,868.00
23" VF BATTERY SHELVES	SVF23	3	\$208.00	\$624.00
CABLE KIT w/ Anderson Disconnect	VF1CK	3	\$131.00	\$393.00
23" Bus Bar	BB23	1	\$186.00	\$186.00
BATTERY TEMP PROBE	TEMP PADDLE	3	\$105.00	\$315.00
4/0 CABLE (RED) 4/0 CABLE TO FEED INVERTER, AND RACK MOUNTED BATTERY BUS	407399542	75	\$7.00	\$525.00
4/0 CABLE (BLACK) 4/0 CABLE TO FEED INVERTER, AND RACK MOUNTED BATTERY BUS	407399526	75	\$7.00	\$525.00
4/0 LUGS 4/0 LUG 3/8" HOLE x 2 HOLE x 1" ON CENTER NARROW TONGUE	YAV28L2NT38FX	12	\$7.50	\$90.00
HARDWARE & MATERIALS(CABLE BRACKETS, LACINGCORD,		1	\$100.00	\$100.00

LABOR

3

\$2,400.00

\$7,200.00

**Subtotals**

One-time subtotal

\$41,647.50

**Total \$41,647.50**

**Purchase Terms**

Prices do not include Sales Tax.

Payment Terms: Net 30 Days

Freight Prepay & Add; FOB Shipping Point

Lead-time 10-12 weeks ARO

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: **0025165903** | Data as of: **Jun 30, 2020** | Operations: **Non-ILEC** | Submission Status: **Revised - Submitted** | Last Updated: **Nov 5, 2020 16:30:57**

**Filer  
Identification**

Section	Question	Response
<b>Filer Information</b>	Company Name	RiverStreet Communications of Virginia, Inc.
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	199024
	499 ID	831268
<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

Form Section	File Name	Date & Time	Number of Rows
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## Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	Danville June 2020 Fiber FBBD.csv	Nov 5, 2020 16:07:33	180
Fixed Broadband Subscription	Danville June 2020 Fiber FBBS.csv	Nov 5, 2020 16:28:03	175
Fixed Voice Subscription	Danville June 2020 FV.csv	Nov 5, 2020 16:07:33	11

## Fixed Broadband Deployment

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

State	DBA Name	Technology	Blocks
Virginia	RiverStreet Networks	Optical Carrier/Fiber to the End User	180
<b>Total</b>			<b>180</b>

## Fixed Broadband Subscription

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

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Virginia	Optical Carrier/Fiber to the End User	175	218	213	431
<b>Total</b>		<b>175</b>	<b>218</b>	<b>213</b>	<b>431</b>

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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
1.500	0.500	1	2	3
1.500	0.750	1	2	3
1.500	0.768	0	1	1
2.000	2.000	0	5	5

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
2.500	2.500	0	1	1
3.000	0.750	1	0	1
3.000	1.500	5	3	8
3.000	3.000	2	0	2
4.000	4.000	0	5	5
5.000	5.000	0	2	2
6.000	4.000	9	11	20
6.500	3.000	0	1	1
8.000	1.000	0	1	1
8.000	4.000	0	1	1
10.000	5.000	0	9	9
10.000	10.000	0	6	6
12.000	4.000	0	2	2
12.000	6.000	0	3	3
16.000	4.000	0	2	2
16.000	8.000	0	1	1
16.000	9.000	0	1	1
18.000	5.000	0	1	1
18.000	9.000	0	7	7
20.000	4.000	1	4	5
20.000	10.000	0	4	4

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
20.000	20.000	0	2	2
25.000	12.000	12	2	14
25.000	25.000	25	10	35
30.000	15.000	0	2	2
30.000	30.000	0	1	1
50.000	10.000	0	11	11
50.000	25.000	8	20	28
50.000	50.000	61	21	82
75.000	15.000	0	1	1
75.000	25.000	3	6	9
75.000	30.000	0	2	2
75.000	50.000	0	1	1
75.000	75.000	26	0	26
100.000	25.000	12	9	21
100.000	50.000	0	3	3
100.000	100.000	36	15	51
125.000	125.000	1	0	1
150.000	25.000	0	5	5
150.000	50.000	0	1	1
150.000	150.000	4	3	7
200.000	200.000	0	1	1

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
200.000	400.000	0	1	1
250.000	25.000	0	1	1
250.000	250.000	10	19	29
500.000	500.000	0	1	1
<b>Total</b>		<b>218</b>	<b>213</b>	<b>431</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>Optical Carrier/Fiber to the End User</b>	1.500	0.500	1	2	3
	1.500	0.750	1	2	3
	1.500	0.768	0	1	1
	2.000	2.000	0	5	5
	2.500	2.500	0	1	1
	3.000	0.750	1	0	1
	3.000	1.500	5	3	8
	3.000	3.000	2	0	2
	4.000	4.000	0	5	5
	5.000	5.000	0	2	2
	6.000	4.000	9	11	20
	6.500	3.000	0	1	1
	8.000	1.000	0	1	1

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	8.000	4.000	0	1	1
	10.000	5.000	0	9	9
	10.000	10.000	0	6	6
	12.000	4.000	0	2	2
	12.000	6.000	0	3	3
	16.000	4.000	0	2	2
	16.000	8.000	0	1	1
	16.000	9.000	0	1	1
	18.000	5.000	0	1	1
	18.000	9.000	0	7	7
	20.000	4.000	1	4	5
	20.000	10.000	0	4	4
	20.000	20.000	0	2	2
	25.000	12.000	12	2	14
	25.000	25.000	25	10	35
	30.000	15.000	0	2	2
	30.000	30.000	0	1	1
	50.000	10.000	0	11	11
	50.000	25.000	8	20	28
	50.000	50.000	61	21	82

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	75.000	15.000	0	1	1
	75.000	25.000	3	6	9
	75.000	30.000	0	2	2
	75.000	50.000	0	1	1
	75.000	75.000	26	0	26
	100.000	25.000	12	9	21
	100.000	50.000	0	3	3
	100.000	100.000	36	15	51
	125.000	125.000	1	0	1
	150.000	25.000	0	5	5
	150.000	50.000	0	1	1
	150.000	150.000	4	3	7
	200.000	200.000	0	1	1
	200.000	400.000	0	1	1
	250.000	25.000	0	1	1
	250.000	250.000	10	19	29
	500.000	500.000	0	1	1
<b>Total</b>			<b>218</b>	<b>213</b>	<b>431</b>

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



(RETAIN FOR YOUR RECORDS)  
Form 477 Filing Summary

FRN: 0025165903 | Data as of: Dec 31, 2020 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Mar 9, 2021 08:53:04

**Filer Identification**

Section	Question	Response
<b>Filer Information</b>	Company Name	RiverStreet Communications of Virginia, Inc.
	Holding Company Name	Wilkes Telephone Membership Corporation
	SAC ID	199024
	499 ID	831268
<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	GTG FCC 477 Fiber FBBD March 21.csv	Mar 2, 2021 10:22:19	188
Fixed Broadband Subscription	GTG FCC 477 Fiber FBBS March 21.csv	Mar 3, 2021 09:46:54	161
Fixed Voice Subscription	GTG FCC 477 Fixed Voice.csv	Mar 3, 2021 09:49:04	13

**Fixed Broadband Deployment**

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

State	DBA Name	Technology	Blocks
Virginia	RiverStreet Networks	Optical Carrier/Fiber to the End User	188
<b>Total</b>			<b>188</b>

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

State	Technology	End-user Type	Subscriptions
-------	------------	---------------	---------------



# Fixed Broadband Subscription

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Virginia	Optical Carrier/Fiber to the End User	161	211	213	424
<b>Total</b>		<b>161</b>	<b>211</b>	<b>213</b>	<b>424</b>

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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
1.500	0.512	1	0	1
1.500	0.768	1	3	4
2.000	2.000	0	5	5
2.500	2.500	0	1	1
3.000	0.768	1	0	1
3.000	1.500	5	1	6
3.000	3.000	1	0	1
4.000	4.000	0	3	3
6.000	3.000	0	1	1
6.000	4.000	9	8	17
6.000	6.000	1	6	7
6.500	3.000	0	1	1
8.000	1.000	0	1	1
8.000	4.000	0	1	1
10.000	5.000	0	9	9
10.000	10.000	0	6	6
12.000	4.000	0	2	2
12.000	6.000	0	1	1
16.000	8.000	0	1	1
18.000	9.000	0	3	3
20.000	4.000	0	3	3
20.000	10.000	0	3	3
20.000	50.000	0	1	1
25.000	12.000	9	0	9
25.000	25.000	24	11	35
25.000	100.000	0	1	1
30.000	15.000	0	2	2
30.000	30.000	0	1	1

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
50.000	10.000	0	3	3
50.000	25.000	5	11	16
50.000	50.000	54	26	80
75.000	15.000	0	1	1
75.000	25.000	3	5	8
75.000	30.000	0	1	1
75.000	50.000	0	1	1
75.000	75.000	8	0	8
100.000	25.000	12	7	19
100.000	50.000	0	1	1
100.000	100.000	57	40	97
125.000	125.000	1	0	1
150.000	25.000	0	1	1
150.000	50.000	0	1	1
150.000	150.000	4	2	6
200.000	200.000	0	1	1
250.000	250.000	15	34	49
500.000	500.000	0	1	1
1000.000	1000.000	0	2	2
<b>Total</b>		<b>211</b>	<b>213</b>	<b>424</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>Optical Carrier/Fiber to the End User</b>	1.500	0.512	1	0	1
	1.500	0.768	1	3	4
	2.000	2.000	0	5	5
	2.500	2.500	0	1	1
	3.000	0.768	1	0	1
	3.000	1.500	5	1	6
	3.000	3.000	1	0	1
	4.000	4.000	0	3	3
	6.000	3.000	0	1	1
	6.000	4.000	9	8	17

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	6.000	6.000	1	6	7
	6.500	3.000	0	1	1
	8.000	1.000	0	1	1
	8.000	4.000	0	1	1
	10.000	5.000	0	9	9
	10.000	10.000	0	6	6
	12.000	4.000	0	2	2
	12.000	6.000	0	1	1
	16.000	8.000	0	1	1
	18.000	9.000	0	3	3
	20.000	4.000	0	3	3
	20.000	10.000	0	3	3
	20.000	50.000	0	1	1
	25.000	12.000	9	0	9
	25.000	25.000	24	11	35
	25.000	100.000	0	1	1
	30.000	15.000	0	2	2
	30.000	30.000	0	1	1
	50.000	10.000	0	3	3
	50.000	25.000	5	11	16
	50.000	50.000	54	26	80
	75.000	15.000	0	1	1
	75.000	25.000	3	5	8
	75.000	30.000	0	1	1
	75.000	50.000	0	1	1
	75.000	75.000	8	0	8
	100.000	25.000	12	7	19
	100.000	50.000	0	1	1
	100.000	100.000	57	40	97
	125.000	125.000	1	0	1
	150.000	25.000	0	1	1
	150.000	50.000	0	1	1





# MARKETING FOR SUCCESS

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIPS - MARKETING

### DIRECT MAIL - POSTCARD

### DOOR HANGERS

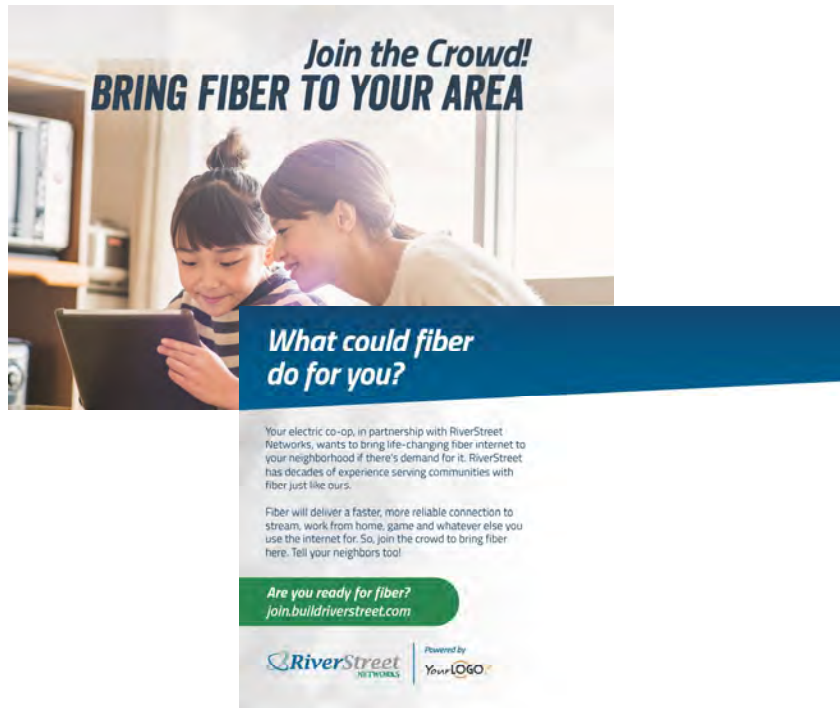


844.238.0131 | myriverstreet.net

# RIVERSTREET NETWORKS

## PUBLIC PRIVATE PARTNERSHIP- MARKETING

### POST CARD MAILING



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

*What could fiber do for you?*

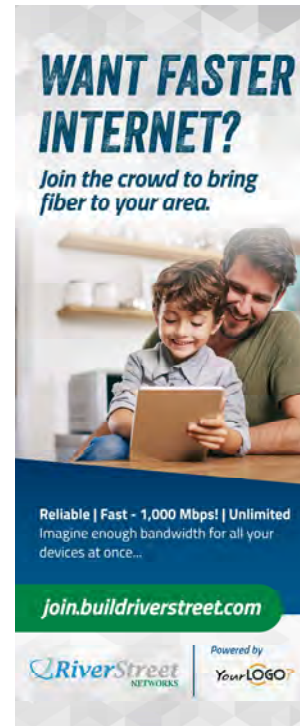
Your electric co-op, in partnership with RiverStreet Networks, wants to bring life-changing fiber internet to your neighborhood if there's demand for it. RiverStreet has decades of experience serving communities with fiber just like ours.

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 - MARKETING

### FAQs

## FREQUENTLY ASKED QUESTIONS

### About OPT-FI Fiber

**Q This is the area for your question.**

**A** This is the area for your answer. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Duis autem vel eum irure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu feugiat nulla facilisis at vero eros et accumsan et justo. Odo dissequim qui blandit praesent luptatum zzril delenit augue

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<p><b>This is a breakout for more explanation</b></p> <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Nitem vel eum irure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu feugiat nulla facilisis at vero eros et accumsan et justo.</p>	<p><b>This is a breakout for more explanation</b></p> <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat.</p>	<p><b>This is a breakout for more explanation</b></p> <p>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat.</p>

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### PRESS RELEASES

myriverstreet.net | 844-238-0131

**Welcome to RiverStreet Networks**

RiverStreet Management Services, dba RiverStreet Networks, a subsidiary of Wilkes Communications, would like to announce the completion of the acquisition of Peoples Mutual Telephone Company from Consolidated Communications Holdings as of July 31, 2018.

"We are very excited to have completed the acquisition of these Virginia properties. We believe that this addition to our existing service territories will line up well with our corporate goals," says Eric Cramer, President and CEO of RiverStreet Networks. "We are confident that our decades of experience will enable us to provide significant value to you. This marks the start of another exciting chapter in our efforts to be a state of the art telecommunications provider to some of the most rural parts of our surrounding areas."

RiverStreet Networks will work to transition management of Peoples from Consolidated Communications over the course of the next six to nine months. Local staff will become employees of RiverStreet Networks' parent company, Wilkes Communications, as part of this transaction. "Having local staff to rely on is a big part of the success of this transaction. They have the first-hand knowledge of the network and the customers which all helps to ensure that you receive the best care possible through the transition," adds Cramer.

Consolidated Communications has been contracted by RiverStreet Networks to provide interim customer service support so you will continue to contact Customer Service as you traditionally have. Once conversion is complete RiverStreet Networks will handle customer service at their headquarters. You will receive more information about this as the time draws closer. We look forward to working with you and are committed to being there every step of the way.

**About RiverStreet Networks**

Headquartered in Wilkesboro, NC, Wilkes Communications started in 1951 as a local cooperative to serve rural Wilkes County, NC. After completing an award-winning Fiber-to-the-Home network to all of its members, RiverStreet Networks was developed to offer the latest in technologies to areas outside of the traditional Cooperative market. After more than 65 years of providing telecommunications services and enhancing Wilkes County with an all active, Fiber-to-The-Home network, RiverStreet Networks wanted to continue the trend of access to High Speed Internet in Rural America by branching out.

Even with the telecommunications industry undergoing tremendous changes, we are dedicated to providing our customers with the latest in technological advancements and services available today. With decades of experience we stand behind our reputation as an industry leader and are ready to bring the same winning formula of excellent customer service combined with a state of the art suite of services to you. Customer satisfaction is a primary concern to us. In all that is happening in the Telecommunications Industry we aim to ensure that your needs are met, surpassing your expectations. RiverStreet Networks serves residential and commercial subscribers with offerings including: high speed internet, digital television, voice, security, VoIP, and business systems.

1400 River St. Wilkesboro, NC 28697

# RIVERSTREET NETWORKS

## RESIDENTIAL PRICING



### RESIDENTIAL PRICING

Reliable. Safe. Fast.

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

From streaming movies to downloading music—no matter how you stay connected, we have the perfect high-speed Internet package for your home. Choose a plan that best fits your family's needs and we'll take care of the rest.

**\$90**

Per Month  
Taxes & Fees not Included

**100M/100M**

- ✓ Unlimited Data
- ✓ Free WiFi
- ✓ 24/7 Tech Support

**\$110**

Per Month  
Taxes & Fees not Included

**500M/500M**

- ✓ Unlimited Data
- ✓ Free WiFi
- ✓ 24/7 Tech Support

**\$130**

Per Month  
Taxes & Fees not Included

**1GIG/1GIG**

- ✓ Unlimited Data
- ✓ Free WiFi
- ✓ 24/7 Tech Support

Certain restrictions apply. Availability of speeds may vary due to location of service. Monthly plans listed above are the download and upload capability of speeds. We do not guarantee any connection speeds. Pricing does not include taxes and fees.

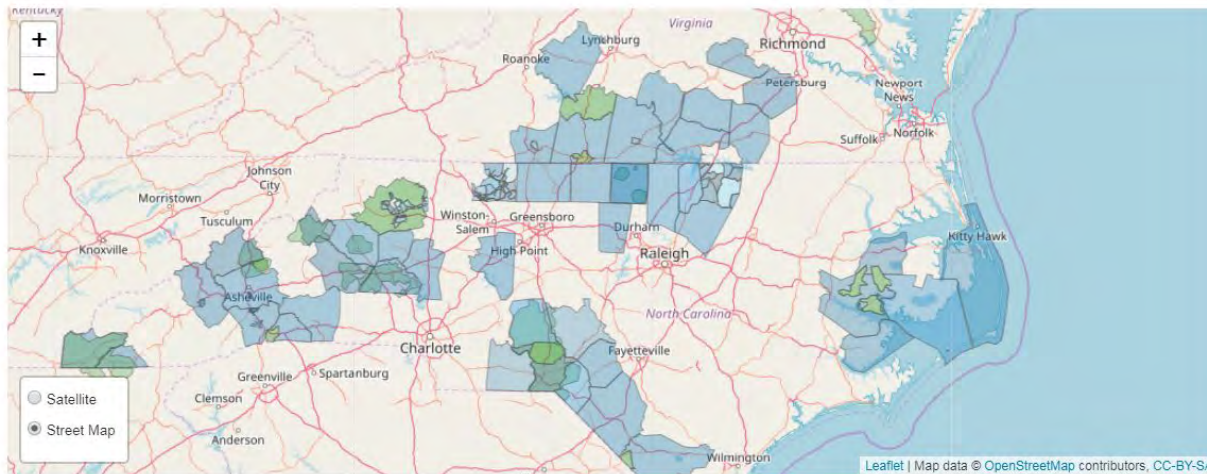
844.238.0131 | [myriverstreet.net](http://myriverstreet.net)



## 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!

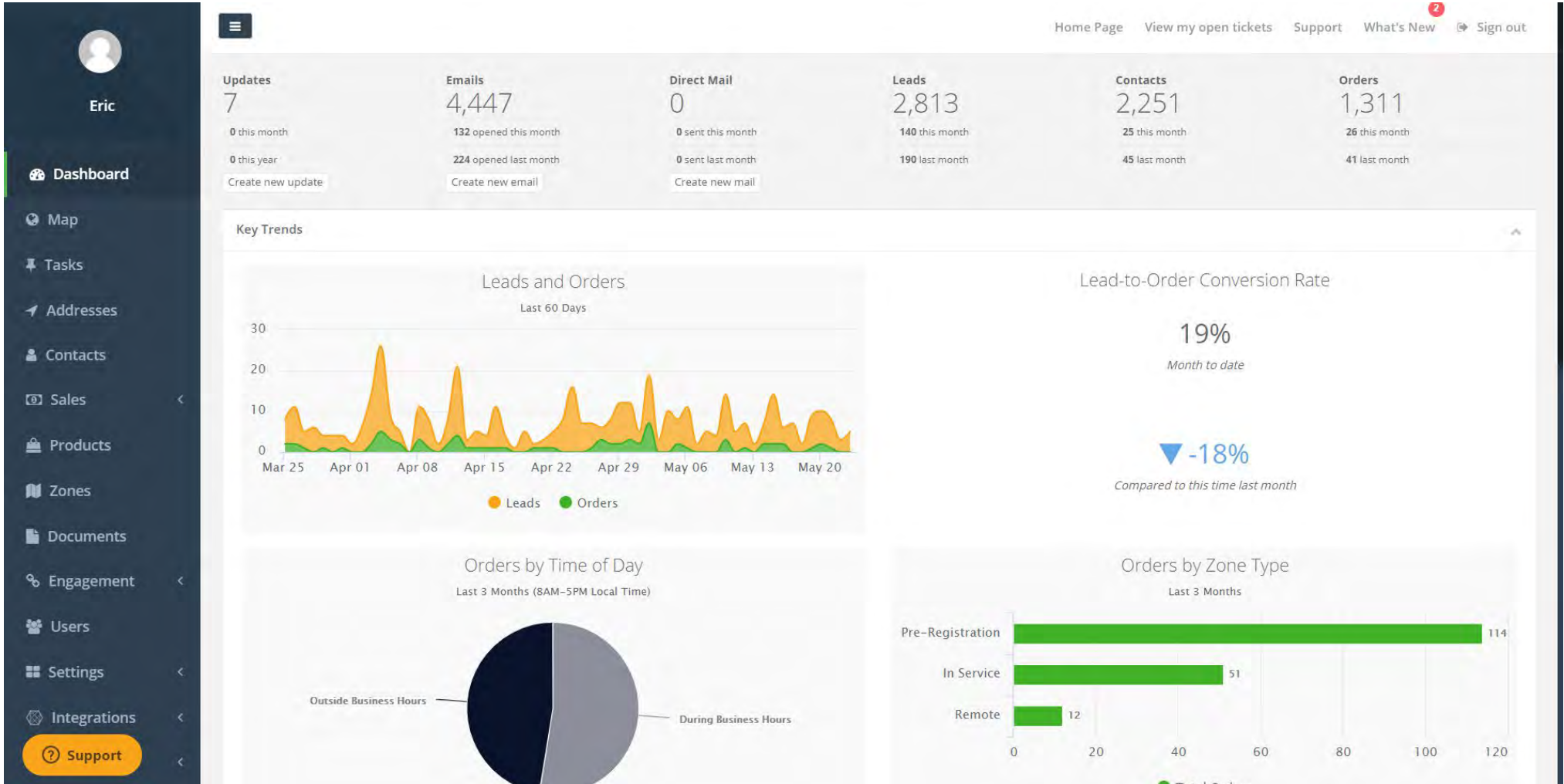
### Service Areas




#### Areas In Service













Areas where service is currently available.

# ACTIVITY DASHBOARD

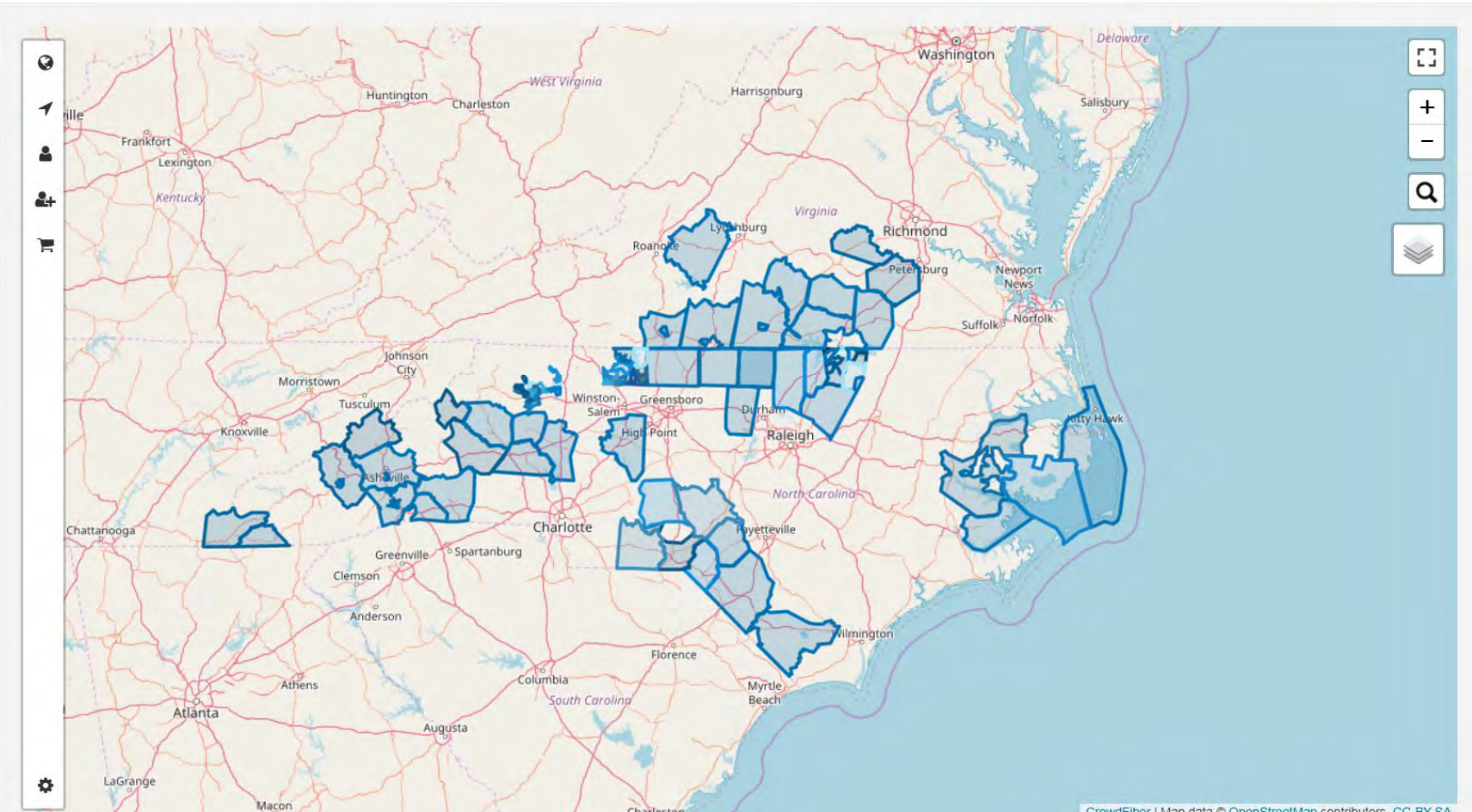


# PRE-REGISTRATION AREAS

 Eric

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

Home Page View my open tickets Support What's New 2 Sign out



Map showing pre-registration areas (blue shaded regions) across the Southeastern United States, including parts of Virginia, North Carolina, and South Carolina. Major cities and states are labeled.

# 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 User Interface:**

- Top Bar:** Search for something... | Home Page | View my open tickets | Support | What's New | Sign out
- Left Sidebar:** Eric (Account Menu) | Admin Home | **Map** | Tasks | Addresses | Contacts | Orders | Products | Zones | Documents | Engagement | Users | Settings
- Map Area:** A map showing a network of green dots and orange triangles. Key locations labeled include Asheville Regional Airport, Hendersonville, Green River Gameland, and various airports like Six Oaks, Transylvania County, and Fairview. Major roads like US 74, US 126, and US 176 are also visible.
- Map Controls:** A vertical toolbar on the left with icons for layers, search, and zoom. A zoom control on the right includes a search icon and a "Help" button.
- Footer:** Copyright notice: "CrowdFiber | Map data © OpenStreetMap contributors. CC-BY-SA" and system time: "9:58 AM 12/1/2018".

# 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%

Q2. Table of Existing Providers and Speeds

County	Provider (DBA)	Technology	Census blocks	blocks_served	Fastest down	Fastest up	Slowest down	Slowest up
Amelia	TDS	DSL	1137	251	100	15	25	5
Amelia	StraightUpNet	Fixed Wireless	1137	96	100	50	30	8
Amelia	Comcast	Cable	1137	4	987	35	987	35
Amelia	TDS	Fiber	1137	2	1,000	400	1,000	400
Bedford	Comcast	Cable	3672	630	987	35	300	10
Bedford	Shentel	Cable	3672	499	1,000	10	1,000	10
Bedford	B2X Online	Fixed Wireless	3672	420	25	6	25	6
Bedford	SCS	Fixed Wireless	3672	121	50	10	50	10
Bedford	SML Wireless	Fixed Wireless	3672	23	100	10	25	10
Bedford	BRISCNET	Fixed Wireless	3672	12	25	3	25	3
Bedford	Shentel	Fiber	3672	10	1,00	10	1,000	10
Bedford	All Points	Fixed Wireless	3672	3	25	3	25	3
Bedford	Cox	Cable	3672	3	1,000	35	1,000	35
Bedford	Lumos	Fiber	3672	3	1,000	1,000	1,000	250
Bedford	ZITEL	Fiber	3672	2	200	200	200	200
Campbell	Shentel	Cable	3343	1130	1,000	10	1,000	10
Campbell	CenturyLink	DSL	3343	291	80	100	40	3
Campbell	Comcast	Cable	3343	219	987	35	200	10
Campbell	B2X	Fixed Wireless	3343	5	25	6	25	6
Campbell	Shentel	Fiber	3343	3	1,000	10	1,000	10
Campbell	TingFiber	Fiber	3343	3	1,00	1,000	1,000	1,000
Campbell	SCS	Fixed Wireless	3343	1	50	10	50	10
Charlotte	Shentel	Cable	1708	243	1,000	10	1,000	10
Charlotte	B2X.	Fixed Wireless	1708	125	25	6	25	6
Charlotte	EMPOWER	Fiber	1708	50	1,000	1,000	1,000	1,000
Charlotte	Kinex	Fiber	1708	6	50	10	50	10
Charlotte	Comcast	Cable	1708	1	987	35	987	35
Nottoway	Shentel	Cable	1919	517	1,000	10	1,000	10
Nottoway	CenturyLink	DSL	1919	365	100	10	40	3
Nottoway	StraightUpNet	Fixed Wireless	1919	26	100	50	30	8
Nottoway	Comcast	Cable	1919	5	987	35	200	10
Nottoway	CenturyLink	Fiber	1919	2	100	100	100	100
Pittsylvania	Comcast	Cable	4680	836	987	35	987	35
Pittsylvania	RSN	DSL	4680	506	50	10	50	10
Pittsylvania	Chatmoss	Cable	4680	253	200	12	200	12
Pittsylvania	CenturyLink	DSL	4680	71	80	100	40	3
Pittsylvania	Shentel	Cable	4680	65	1,000	10	1,000	10
Pittsylvania	RSN	Fiber	4680	14	500	500	250	250
Pittsylvania	B2X Online,	Fixed Wireless	4680	10	25	6	25	6
Pittsylvania	SCS	Fixed Wireless	4680	6	50	10	50	10
Pittsylvania	SML Wireless	Fixed Wireless	4680	1	50	10	50	10