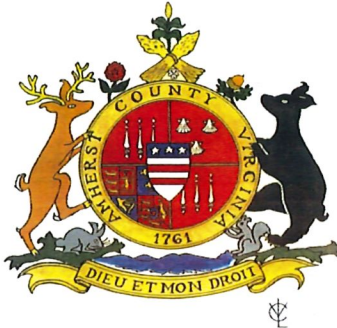


Broadband Authority Board

Claudia D. Tucker, Chair
L. J. Ayers III, Vice-Chair
David W. Pugh, Jr., Director
Kenneth M. Campbell, Director
Jennifer R. Moore, Director



Clerk
Dean C. Rodgers

County Attorney
Michael W. S. Lockaby

Treasurer
Stacey L. Wilkes

AMHERST COUNTY BROADBAND AUTHORITY BOARD

MINUTES

AGENDA
September 4, 2018

Administration Building - 153 Washington Street - Public Meeting Room
Amherst, Virginia 24521
Meeting Convened – 3:00 p.m.

- I. Call to Order**
- II. Approval of Agenda**
- III. Citizen Comment**
- IV. Approval of Minutes**
 - A. Minutes – July 17, 2018
- V. PPEA Comprehensive Agreement**
 - A. Comprehensive Agreement
- VI. New Business**
 - A. Central Virginia Electric Cooperative – Proposal for Rural Broadband Project in Amherst County
- VII. Matters from Members of the Broadband Authority Board**
- VIII. Adjournment**

MINUTES

At a Regular Meeting of the Broadband Authority Board of Amherst County, Virginia and held at the Amherst County Administration building thereof on Tuesday, the 4th day of September, 2018, at 3:00 p.m., the following members were present:

BROADBAND AUTHORITY BOARD

PRESENT: Claudia D. Tucker, Chair
L. J. Ayers, III, Director
David W. Pugh, Jr., Director
Kenneth M. Campbell, Director
Jennifer R. Moore, Director

ABSENT: None

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STAFF PRESENT: County Administrator Dean C. Rodgers; Deputy County Administrator David R. Proffitt; County Attorney Michael W. S. Lockaby; and Executive Administrative Assistant Regina M. Rice

OTHERS PRESENT: Planning/Zoning Director Jeremy Bryant

I. Call to Order

Chair Tucker called the meeting to order at 3:00 p.m.

II. Approval of Agenda

By motion of Director Ayers and with the following vote, the Broadband Authority Board approved the agenda for September 4, 2018.

AYE: Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore
NAY: None
ABSTAIN: None

III. Citizen Comment

There was no public comment.

IV. Approval of Minutes

A. Minutes – July 17, 2018

AYE: Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore
NAY: None
ABSTAIN: None

V. PPEA Comprehensive Agreement

A. Comprehensive Agreement

Planning/Zoning Director Jeremy Bryant presented to the Board the comprehensive agreement between the County and AcelaNet LLC to provide wireless broadband internet in Amherst County.

Mr. Bryant expressed his thanks to both Broadband Authority Board citizen members, Mr. Jim Thompson and Mr. Eldon Cox, for their work and effort that went into the leases and to County Attorney Lockaby.

Mr. Bryant explained there are two agreements necessary to make broadband accessible; one is a Comprehensive Agreement between the Amherst County Broadband Authority Board and AcelaNet LLC; and the second agreement to establish a relationship between the Amherst County Broadband Authority and the Region 2000 Radio Board. Both agreements will allow SCS Broadband access to public safety towers that are owned or controlled by the Region 2000 Radio Board to co-locate equipment and improve broadband coverage within the county.

Mr. Bryant reported that a public hearing was held on July 17, 2018 regarding the comprehensive agreement, and four changes were made to the agreement. Those changes are noted in bold type below:

1. Page 2 – Item Phase I – Tower Deployment, Section 4.2. *Phase I Towers*.
Deployment Date **2/4/18, 4/4/18, 6/4/19, 8/4/19, 10/4/19**; and

2. Page 3 – Subsection 4.3.3 *Utility Service & Redundancy*.

SCS will add a circuit breaker to the breaker box for the existing tower power which also has emergency backup.; and

3. Page 3 – Section 4.5. *Interference Testing*., line 8 (stricken) by a licensed professional engineer (~~“Certification of Non-Interference”~~); and replaced with...**“by an independent third-party consultant (“Certification of Non-Interference”)**;; and

4. Page 5 – Section 5.5 *Replacement*.

....However, SCS shall replace each piece of equipment or infrastructure to ensure that it is providing up-to-date wireless communication assets that is consistent with current market demands ~~not later than two years following its full deprecation based up the latest Internal Revenue Service depreciation tables and methodology for calculating depreciation of wireless communication assets. (See Attachment 1)~~

County Attorney Lockaby advised those changes will not necessitate a public hearing.

Mr. Bryant said the only modification to the tower lease agreement between the Broadband Authority Board and the Region 2000 Radio Board is located in the rent section. Mr. Bryant explained that the market rate language can be difficult for wireless service providers. He explained it does not fit with their model language and wireless service providers are frequently compared to cell phone companies such as Verizon. He asked the Board to allow some leeway to negotiate the rent with Region 2000 for the sixth year and beyond.

By motion of Director Campbell and with the following vote, the Board approved the contract as presented and authorized the Chair to sign.

AYE:	Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore
NAY:	None
ABSTAIN:	None

By motion of Chair Tucker and with the following vote, the Board approved the Region 2000 Tower Space Lease agreement as presented.

AYE:	Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore
NAY:	None
ABSTAIN:	None

VI. New Business

A. Central Virginia Electric Cooperative – Proposal for Rural Broadband Project in Amherst County

Planning/Zoning Director Jeremy Bryant addressed the Board and advised that Central Virginia Electric Cooperative (CVEC) has proposed to build a fiber-optic communications network throughout its electric distribution system. CVEC plans to lease out the fiber-optic system to provide broadband internet and communications services to residences and businesses.

Mr. Bryant said he is currently working with Mr. Gary Wood, CEO of Central Virginia Electric Cooperative, and advised Mr. Wood has expressed his desire to provide a presentation to the Board regarding this proposal.

VII. Matters from Members of the Broadband Authority Board

Director Moore had no matter to discuss.

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Director Campbell had no matter to discuss.

Director Pugh had no matter to discuss.

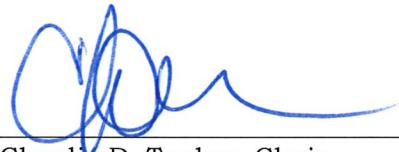
Director Ayers had no matter to discuss.

Chair Tucker had no matter to discuss.

VIII. Adjournment

By motion of Chair Tucker and with the following vote, the Board adjourned at 3:43 p.m.

AYE:	Mrs. Tucker, Mr. Ayers, Mr. Pugh, Mr. Campbell and Ms. Moore
NAY:	None
ABSTAIN:	None



Claudia D. Tucker, Chair
Amherst County Broadband Authority



Dean C. Rodgers, Clerk

be expected to meet reasonable reinvestment levels for replacement and updated equipment on a regular basis.

4. Phase I—Tower Deployment.

4.1. *General.* The Parties anticipate that the services contemplated by this Agreement will occur over several phases. Phase I is composed of testing and deployment on five radio towers.

4.2. *Phase I Towers.* The following towers (each a "Tower") will be part of Phase I rollout, with deployment dates as set forth below:

Name	Lat/Long	Deployment Date
High Peak	37° 33' 47.33"/79° 11' 37.06"	2/4/18
Buffalo Ridge	37° 31' 15.37"/78° 59' 9.08"	4/4/19
Panther Mountain	37° 42' 10.0"/79° 11' 20.70"	6/4/19
Amherst Control	37° 35' 7.60"/79° 3' 0.20"	8/4/19
Rocky Mountain	37° 47' 43.9"/79° 10' 48.17"	10/4/19

On or before the "deployment date," the Equipment on each Tower shall be fully installed, fully permitted, and in actual use providing wireless internet service to customers. In the event that the Notice to Proceed is issued later than ____, the Deployment Dates shall be extended in the same number of days as the Notice to Proceed is delayed.

4.3. *Propagation Testing & Engineering.* It is SCS's responsibility to select and license spectrum and to choose appropriate and effective equipment to achieve the goals of this Agreement in a timely manner and as otherwise agreed. In furtherance of these goals, SCS shall:

4.3.1. *Prior Approval of Equipment.* All construction, installations, and alterations, including maintenance, repair, removal or relocation, except routine and/or emergency repairs and maintenance of any of the Company's Improvements on the Leased Premises shall require submission of plans with detail required by the Authority and the prior written approval of the Authority and shall be in compliance with any Authority and Radio Board specifications and with the plans approved by the Authority. In the event emergency repairs or routine maintenance is needed, plans shall be submitted as soon as practical following the end of the emergency or maintenance; provided that any such repairs or maintenance which is consistent with the Construction Drawings shall not require any submittals. The Authority reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the plans and the actual changes or Improvements. In the event the changes or Improvements are not in accordance with the approved plans or do not meet the requirements of this Agreement, the Authority shall provide written notice to Company of such non-compliance. In the event Company has not corrected such non-compliance within thirty (30) days following written notice, the Authority may remove the Improvements or otherwise take the necessary action to restore the Leased Premises at the expense of the Company.

4.3.2. *As-builts.* Within thirty (30) days after substantial completion of construction, installation, or alteration of any of the Improvements, the Company shall provide the County with "as-built" plans for the Improvements.

4.3.3. Utility Service & Redundancy. All ground equipment used by SCS will be located inside the leased or owned compound. Ground equipment will be located outside of any buildings and mounted to the exterior of existing poles or buildings with the prior approval of the County. SCS will install a battery backup system that will provide redundancy to their equipment at each tower location. SCS will add a circuit breaker to the breaker box for the existing tower power which also has emergency backup.

4.4. Structural Testing. Before SCS's Equipment may be placed in operation: (i) SCS shall carry out strength and wind loading tests and other necessary engineering to ensure that the Tower structure is capable of handling the Equipment chosen, and shall provide the Authority with structural data and certification of wind loads by a licensed professional engineer; (ii) the Authority or its designee must approve in writing SCS's installation and Structural Test and verify that the Tower structure is sufficient for the Equipment selected. If SCS receives written notification stating that the Authority or its designee has disapproved the Structural Test, then SCS shall have the right to make any necessary adjustments to its Equipment, and may, upon agreement with the Authority and the owner of the Tower, strengthen the Tower to achieve the desired structural integrity.

4.5. Interference Testing. SCS recognizes that the Authority will primarily be leasing it space that is also used by the Region 2000 Radio Board ("Radio Board") for public safety radio. It further recognizes that the Radio Board reserves the right to reject uses and Equipment that interferes with the primary purpose of the Towers as public safety facilities. Before SCS's Equipment may be placed in operation, (i) SCS shall test (the "Interference Test") the Equipment to ensure that the actual operation will not cause Interference as defined in this Agreement and shall provide the Authority with an intermodulation study and certification of lack of Interference by a licensed professional engineer ("Certification of Non-Interference"), and (ii) the Authority or its designee must approve in writing SCS's installation and Interference Test of its Equipment and verify that there is no Interference from the Equipment. If SCS receives written notification stating that the Authority or its designee has disapproved the Interference Test, then SCS shall have the right to make any necessary adjustments to its Equipment and to resend the Certification of Non-Interference to the Authority. The Authority shall have 20 days after SCS's submission of the Certification of Non-Interference to notify SCS in writing whether the Interference Test and any subsequent test, if necessary, is approved or disapproved. If the Authority or its designee should determine that there is Interference that cannot be resolved within a reasonable period of time, this Agreement shall be terminated as to that Tower and neither party shall have any liability to the other.

5. Phase II—Operations.

5.1. Customer Service. The goal of the Parties is to provide service to all persons desiring it at fair, reasonable, and uniform pricing.

5.1.1. Non-Discrimination. SCS shall provide service on a non-discriminatory to any business or resident in the County that requests it without regard to race, sex, religion, alienage, disability status, age, or other reason prohibited by law. Service shall only be denied for a valid capacity-related reason. If a request for service is made by a residence or business and service is not available, SCS shall notify the Authority, indicate what would be needed to provide service to the customer, and work with the Authority to find a solution to expand coverage to the requested area.

5.4. Duty to Replace Equipment in the Event of Damage or Destruction. In the event of the damage or destruction of any piece of Equipment, SCS shall repair or replace such equipment within seven days following such damage or destruction. In the event such damage or destruction results in a claim on insurance made under Section 8.2.2.d of this Agreement, SCS shall use all funds recovered on such claim for the purpose of replacement or improvement of such equipment.

5.5. Replacement. Choice of wireless communications equipment and its replacement schedule is the responsibility of SCS. SCS has the responsibility, consistent with the other obligations of this Agreement, to replace equipment that is superannuated, technologically obsolescent, or has become unreliable due to passage of time or wear and tear. However, SCS shall replace each piece of equipment or infrastructure to ensure that it is providing up-to-date wireless communication assets that is consistent with current market demands not later than two years following its full depreciation based upon the latest Internal Revenue Service depreciation tables and methodology for calculating depreciation of wireless communication assets.

6. Phase III—Future Considerations.

6.1. Other Vertical Assets. The Authority or affiliated entities have access to other vertical assets, such as water towers, public safety towers, and other tall structures. Within two years following execution of this Agreement, the Parties shall develop a plan to begin Phase III rollout of facilities on such assets.

6.2. Economic Development Partnerships. Within one year after the final deployment date, SCS should develop a price schedule for private homeowners, apartment owners, businesses, and property owner associations to have equipment placed on their property. Some people, including potentially the Economic Development Authority of Amherst County, Virginia (EDA), are not content to wait for service, and may be willing to make contributions to assist in accelerating deployment of services. A schedule of values for such services and extensions would assist the Authority in working with private persons and economic development prospects on accelerated deployment.

6.3. Small Cells & 5G Wireless. Small cell and 5G wireless technologies may be appropriate in some areas of Amherst County, where there is sufficient density to make such technology economical. The Authority is a Wireless Service Authority under Virginia law, and has access to public rights of way. On the same schedule as study of other vertical assets under Section 7.1, the Authority shall study possibilities of deployment of small cell technology in Madison Heights, the Town of Amherst, and other areas of subdivisions, either itself, in partnership with SCS, or in partnership with the Town. In the event such technology is advisable, in the Authority's discretion, the Parties may add such deployment to this Agreement by amendment hereto, and such amendment and extension of this Agreement is expressly contemplated.

7. Public Procurement Act. SCS agrees to comply with the following mandatory Public Procurement Act provisions:

7.1. Required Terms & Conditions. The provisions of this section apply at any site where performance of work in connection with this specific Agreement is done.

7.1.1. Non-Discrimination. SCS agrees that it will (Va. Code § 2.2-4311):

- a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or