

AGENDA
NELSON COUNTY BROADBAND AUTHORITY
January 24, 2013

**THE MEETING CONVENES AT 6:00 P.M. IN THE
BOARD OF SUPERVISORS ROOM, SECOND FLOOR, COURTHOUSE, LOVINGSTON**

- I. Call to Order**
- II. Public Comments**
- III. Reorganization and Election of Officers**
 - A. Chair**
 - B. Vice Chair**
 - C. Secretary**
 - D. Treasurer**
 - E. Meeting Schedule**
- IV. Consent Agenda**
 - A. Resolution – R2013-01 Minutes for Approval**
- V. New/Unfinished Business**
 - A. Broadband Infrastructure Project Update**
 - B. Network Operator Report - Blue Ridge Internetworks**
- VI. Other Business (As May Be Presented)**
- VII. Adjournment**

Current 2012 NCBA Officers:

- A.** Chair – Thomas H. Bruguire, Jr.
- B.** Vice Chair – Constance Brennan
- C.** Secretary – Candice McGarry
- D.** Treasurer – Debra McCann
- E.** Meeting Schedule – Fourth Thursday of January, April, July, October at 6pm in BOS Room

BYLAWS OF THE
NELSON COUNTY BROADBAND AUTHORITY
A VIRGINIA NONSTOCK CORPORATION

ARTICLE I
OFFICES

The principal office of the Nelson County Broadband Authority (the “Authority”) will be located at the office of the County Administrator, Nelson County, 84 Courthouse Square, Lovingston, Virginia 22949. The authority may have such other offices as the Authority Board (the “Authority Board”) may determine from time to time.

ARTICLE 2
AUTHORITY BOARD

The Authority Board will have five (5) members.

The initial members of the Authority Board shall be the members of the Board of Supervisors, whose terms of office shall be concurrent. The terms of office of the initial members will begin on the date the Certificate of Incorporation or Charter is issued by the State Corporation Commission and will continue for one (1) year.

Henceforth, The Authority shall be comprised of five (5) members appointed by the Board of Supervisors and there shall be one (1) appointee from each election district. Each succeeding member appointed by the Board of Supervisors, shall serve from July 1 until four (4) years hence on June 30 when their term shall expire. Any person appointed to fill a vacancy shall serve the unexpired term of the member being replaced. Board members shall continue to sit beyond the expiration of their term until such time as their successor may be appointed; however, the successor's term shall not be extended by such delay.

ARTICLE 3
GENERAL POWERS AND MEETINGS

- 3.1 GENERAL POWERS. The affairs of the Authority will be managed by the Authority Board, who will conduct its business in public meetings as provided by state law, the Authority’s Articles of the Incorporation, and these Bylaws.
- 3.2 REGULAR MEETINGS. At the Authority Board’s first meeting, it will establish a time, place and location of its meetings. The members of the Authority Board may provide, by motion and recorded vote, the time and place for holding additional regular meetings.

Additional regular meetings will be held at the principal office of the Authority or at such other place as may be designated by the Authority Board.

- 3.3 SPECIAL MEETINGS. Special meetings of the Authority Board may be called by or at the request of the Chairman or any two (2) members and will be held at the principal office of the Authority or at such other place as the members may determine.
- 3.4 NOTICE OF SPECIAL MEETINGS. All notices for special meetings shall be in accord with the provisions of the Virginia Freedom of Information Act (“VFOIA”) at such time, as well as any other applicable state law.
- 3.5 QUORUM. A majority of the members of the Authority Board will constitute a quorum for the transaction of business at any meeting of the Authority Board, but if less than a majority of the members are present at any meeting, then a majority of the members present may adjourn the meeting from time to time without further notice.
- 3.6 BOARD DECISIONS. An act of majority of the members of the Authority Board present at a meeting in which a quorum is present will be an act of the Authority, unless the act of a greater number is required by law or by these Bylaws.
- 3.7 COMPENSATION. Members of the Authority Board as such will not receive any stated salaries for their services, but will receive such compensation as may be fixed from time to time by resolution of the Board of Supervisors and will be reimbursed for any actual expenses necessarily incurred in the performance of their duties. Nothing in these Bylaws will be construed to preclude any member of the Authority Board from serving the Authority in any other capacity and receiving compensation for serving in that capacity, unless the service and compensation violates the law.
- 3.8 VACANCIES. No vacancy in the membership of the Authority Board will impair the right of a quorum to exercise all the rights and perform all the duties of the Authority. If a vacancy on the Authority Board occurs by reason of the death, disqualification or resignation of a board member, then the Nelson County Board of Supervisors will appoint a successor to fill the unexpired term.
- 3.9 ABSENCES. If an Authority Board member should miss three consecutive Board meetings, or five such meetings at any time in a calendar year, then he shall have been deemed to have resigned and the seat shall be vacant until filled by the Board of Supervisors.
- 3.10 MEETINGS OF AUTHORITY BOARD AND COMMITTEES. The Authority Board and all committees of the Authority Board are subject to the requirement of the VFOIA.

ARTICLE 4
OFFICERS

- 4.1 OFFICERS. The officers of the Authority are a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers as may be elected in accordance with this Article 4. No two (2) or more offices may be held by the same person, except the offices of Secretary and Treasurer. Neither the Secretary nor Treasurer need be members of the Authority Board.
- 4.2 ELECTION AND TERM OF OFFICE. The officers of the Authority shall be elected annually by the Authority Board at its annual meeting. If the election of officers is not held at the annual meeting, then the election will be held as soon thereafter as is convenient. New officer positions may be created and filled by the Authority Board by amendment to these Bylaws. Each officer will hold office until his successor has been duly elected and qualifies, even if such term of office extends beyond the date of the annual meeting.
- 4.3 REMOVAL. Any officer elected or appointed by the Authority Board may be removed by the Authority Board whenever in its judgment the best interests of the Authority would be served thereby.
- 4.4 VACANCIES. The Authority Board may fill a vacancy in any office because of death, resignation, removal, disqualifications, or otherwise for the unexpired portion of the term.
- 4.5 POWERS AND DUTIES OF OFFICERS.
- (A) Chairman. The Chairman of the Authority will preside at all meetings of the Authority Board at which he is present. The Chairman also will discharge such other duties as the Authority Board may direct. The Chairman will sign or countersign all instruments that require his signature and will make such reports and perform such other duties incident to his office as required of him by the Authority. Subject to such limitations as the Authority Board may propose, and subject further to the exception of signing or countersigning all instruments that require the Chairman's signature, the duties of the Chairman may be discharged by employees of the Authority except for presiding at meetings of the Authority Board.
- (B) Vice Chairman. In the absence or disability of the Chairman, the Vice Chairman will exercise all of the Chairman's responsibilities and functions.
- (C) Secretary. The Secretary will (i) maintain custody of the corporate seal and books, (ii) issue notices of all meetings of the Authority Board, and (iii) keep the minutes of all meetings of the Authority Board. The Secretary also will keep

proper records of the contracts, deeds, records, publications, and property belonging to the Authority, including the Articles of Incorporation, Charter, Bylaws, and amendments to those documents. The Secretary will sign or countersign to attest to any instruments that so require his signature. The Secretary will make such reports as the Authority Board may require. The Secretary will discharge such limitations as the Authority Board may propose. The duties of the Secretary may be discharged, with the exception of signing or countersigning any instruments, by employees of the Authority acting under his supervision and direction.

- (D) Treasurer. The Treasurer will have the custody of all monies, funds, securities, contracts, mortgages, deeds of trust, leases and deeds of the Authority. He also will keep proper books of account, which books, at all times, will be open to inspection by each member of the Authority Board. The Treasurer will keep proper records of all appropriations and authorizations of expenditures and will maintain itemized and classified accounts of expenditures and pledges made. The Treasurer will deposit the monies and securities of the Authority in such depositories and on such terms as the Authority Board may direct, and as directed by Virginia law, and when so deposited, the Treasurer will not be personally responsible for the safe keeping of the monies and securities.

ARTICLE 5 COMMITTEES

- 5.1 COMMITTEES OF AUTHORITY BOARD. The Authority Board, by a majority vote of the members in office, may designate one (1) or more committees each of which will consist of two (2) or more members of the Authority Board.
- 5.2 MEMBERSHIP OF COMMITTEES. The Chairman will appoint the members of the committees of the Authority Board. The Chairman or the Authority Board, as the case may be, will instruct a committee in its duties.

ARTICLE 6 CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 6.1 CONTRACTS. The Authority Board may authorize the Chairman or someone acting in his place or stead, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Authority which is proper and legal for the Authority to enter into, and the authorization may be general or may be confined to specific instances.
- 6.2 CHECKS, DRAFTS OR ORDERS. All checks for the payment of money issued in Authority's name will be signed by both the Chairman and the Treasurer. Any notes or other evidences of indebtedness will be signed by the Chairman and attested by the

Secretary, as directed by the Authority Board. Nothing in these Bylaws will prevent Authority Board from adopting a resolution or resolutions permitting the disbursal of funds by other officers or members of the Authority Board or requiring that any funds so disbursed by any approved officer or member of the Authority Board be counter-signed by another officer or member of the Authority Board.

- 6.3 DEPOSITS. All funds of the Authority must be deposited from time to time to the credit of the Authority in a bank that is insured by the Federal Deposit Insurance Corporation.
- 6.4 GIFTS. The Authority may accept any contribution, gift, bequest, or devise for any purpose of the Authority, unless conditions placed on the contribution, gift, bequest or devise, if any, are contrary to law.

ARTICLE 7
BOOKS AND RECORDS

The Authority's books and records will be audited annually either by the Board of Supervisors or by an independent auditor hired by the Authority. A copy of the annual audit of the Authority's books and records will be made available to each member of the Authority Board immediately after the audit's conclusion. A copy of the annual audit will be forwarded in the same manner to the County Administrator and forwarded to the Board of Supervisors.

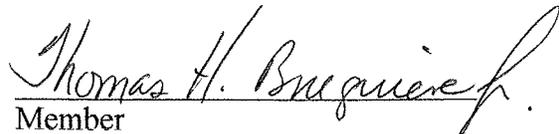
ARTICLE 8
RULES OF ORDER

The Authority will use Roberts's Rules of Order as a procedural guideline for conducting all business.

ARTICLE 9
AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members of the Authority Board present in any regular or special meeting at which a quorum is present.

Adopted this 14th day of December, 2010, by the Nelson County Broadband Authority.


Member


Member

Alan M. Hale
Member

[Signature]
Member

[Signature]
Member

ATTEST

Caroline W. McGaughey
Secretary

RESOLUTION-R2013-01
NELSON COUNTY BROADBAND AUTHORITY
APPROVAL OF MEETING MINUTES
(October 25, 2012 and December 11, 2012)

RESOLVED, by the Nelson County Broadband Authority that the minutes of said Authority's meeting conducted on **October 25, 2012 and December 11, 2012** be and hereby are approved and authorized for entry into the official record of the Broadband Authority's meetings.

Approved: January 24, 2013

Attest: _____, Secretary
Nelson County Broadband Authority

October 25, 2012

Virginia:

AT A REGULAR MEETING of the Nelson County Broadband Authority Board at 6:00 p.m. in the Board of Supervisors Room located on the second floor of the Nelson County Courthouse.

Present: Constance Brennan, Central District – Vice Chair
Larry D. Saunders, South District
Allen M. Hale, East District
Stephen A. Carter, County Administrator
Candice W. McGarry, Secretary
Phillip D. Payne, IV County Attorney
Andrew Crane, Information Systems Technician

Absent: Thomas D. Harvey, North District
Thomas H. Bruguere, Jr. West District – Chair

I. Call to Order

Ms. Brennan called the meeting to order at 6:12 pm, with three (3) members present to establish a quorum and Mr. Harvey and Mr. Bruguere being absent.

II. Public Comments

There were no persons wishing to be recognized for public comment.

III. Consent Agenda

Members briefly discussed the annual cost of approximately \$1,400 related to becoming a member of VACoRP Risk Management and Mr. Carter noted that it provided coverage for liability claims and property loss. Mr. Carter then confirmed that the Authority has the funds for this and would have to have this type of coverage regardless.

Mr. Hale then moved to approve the Consent Agenda and Mr. Saunders seconded the motion. There being no further discussion, Members voted unanimously (3-0) by roll call vote to approve the motion and the following resolutions were adopted:

A. Resolution – **R2012-08** Minutes For Approval

RESOLUTION-R2012-08
NELSON COUNTY BROADBAND AUTHORITY
APPROVAL OF MEETING MINUTES
(July 10, 2012 and July 26, 2012)

October 25, 2012

RESOLVED, by the Nelson County Broadband Authority that the minutes of said Authority's meeting conducted on **July 10, 2012 and July 26, 2012** be and hereby are approved and authorized for entry into the official record of the Broadband Authority's meetings.

B. Resolution – **R2012-09** Adoption of VACoRP Risk Management Member Agreement

**RESOLUTION R2012-09
NELSON COUNTY BROADBAND AUTHORITY
RESOLUTION TO ADOPT THE MEMBER AGREEMENT TO JOIN
THE VIRGINIA ASSOCIATION OF COUNTIES (VACoRP)
GROUP SELF INSURANCE RISK POOL**

WHEREAS, the Nelson County Broadband Authority desires to protect against liability claims and property losses and to provide for payment of claims or losses for which the authority may be liable; and

WHEREAS, the Virginia Association of Counties Group Self Insurance Risk Pool, aka VACoRP, has been established pursuant to Chapter 27 (§ 15.2-2700 et seq.) and Title 15.2 of the code of Virginia; and

WHEREAS, it is desirable for the Nelson County Broadband Authority to join the Virginia Association of Counties Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability claims and property losses;

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Nelson County Broadband Authority hereby agrees to the member agreement entitled "Member Agreement for Virginia Association of Counties Group Self Insurance Risk Pool" which creates a group fund to pay liability claims and property losses of the counties and other local agencies joining the Group, and we acknowledge we have received a copy of the pertinent Plan and supporting documents.

BE IT FURTHER RESOLVED that Thomas H. Bruguiera, Jr., Chairman is authorized to execute the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool and to act on behalf of the Nelson County Broadband Authority in any other matter relative to the Group.

IV. New/Unfinished Business

A. Correction to Rates, Fees, and Charges – Dark Fiber Lease Rates (R2012-10)

Mr. Carter noted that when the NCBA approved the rates in July it was determined after the fact that there was a correction to be made in the rate section for Dark Fiber leases. He added that this was an ambiguous rate as it did not note the lease period; which was supposed to be on an annual basis. He then noted that the intent of the matter of correction was to insert the lease rates as annual for these rates. He concluded by noting that he had conferred with Phil Payne and he had advised that the Authority did not have to go back to public hearing in order to address this and it would merely be a correction.

Members and staff briefly discussed these rates and it was confirmed by Mr. Carter that a Lessee of Dark Fiber would pay more for a shorter term lease. He noted that this gave an incentive for longer

October 25, 2012

leases and that staff did not anticipate any short term ones. Members and staff then reviewed and confirmed as correct the pricing for terms as stated in the proposed resolution.

Mr. Hale then moved to approve resolution **R2012-10** Correction to Resolution R2012-07 Authorization to Rates, Fees, and Charges and Mr. Saunders seconded the motion.

Members and staff discussed and confirmed that this resolution **R2012-10** corrected resolution **R2012-07** containing the Authorized Rates, Fees, and Charges.

There being no further discussion, Members voted unanimously (3-0) by roll call vote to approve the motion and the following resolution was adopted:

**RESOLUTION-R2012-10
NELSON COUNTY BROADBAND AUTHORITY
CORRECTION TO RESOLUTION R2012-07
AUTHORIZATION TO RATES, FEES, AND CHARGES**

RESOLVED, by the Nelson County Broadband Authority that resolution R2012-07, Authorization Of Rates, Fees, and Charges adopted on July 26, 2012, be corrected to read as follows:

Dark Fiber Leases:

The NCBA will have a limited number of fibers available for dark fiber leasing *at an annual* rate of \$1250 per leased fiber per mile for durations longer than 60 months. Leases for 60 months or less will be priced *at an annual rate of* \$1550 *per leased fiber per mile*. Fiber will not be leased for periods of less than 24 months. These leases will be subject to prior allocation for other uses and are made at the discretion of the NCBA board.

BE IT FURTHER RESOLVED, that the corrected copy of Resolution **R2012-07** be attached hereto.

Corrected Copy of Resolution R2012-07:

**RESOLUTION R-2012-07 (Corrected)
NELSON COUNTY BROADBAND AUTHORITY
AUTHORIZATION OF RATES, FEES AND CHARGES**

WHEREAS, the Nelson County Broadband Authority (the Authority) has established rates, fees and charges for the operation and use of the Authority's broadband network (fiber and tower installations); and,

WHEREAS, the Authority is authorized by Title 15.2, Chapter 54.1, Virginia Wireless Service Authorities Act, (§15.2-5431.1 et seq) of the Code of Virginia to fix rates, fees and (other) charges (which shall include, but not be limited to a penalty not to exceed 10 percent on delinquent accounts, and interest on the principal); and,

WHEREAS, the rates, fees and charges that the Authority has established were duly advertised in accordance with and pursuant to the provisions of §15.2-5431.25 (A) and (B) of said Code and Act; and,

WHEREAS, the Authority conducted a public hearing on July 10, 2012 to receive input from citizens, all of the users of such facilities; the owners, tenants, or occupants of property served or to be served

thereby; and all others interested, on the proposed establishment of rates, fees and chargers that were adopted on April 26, 2012 by the Authority as preliminary pursuant to Resolution R2012-05 (a copy of which is attached hereto) in accordance with said Code and Act (as referenced herein).

NOW, THEREFORE, BE IT RESOLVED by the Nelson County (Virginia) Broadband Authority that the rates, fees and charges, as were preliminarily adopted on April 26, 2012 pursuant to Resolution R2012-05, are hereby authorized as final and shall be effective immediately and are delineated, as follows:

Local Access Rates (Rates for Providers to Utilize the Network for Transport to an End User):

| Circuit Size | Monthly Cost |
|---|---------------------|
| 0-10 mbps | \$270 |
| >10-25 | \$300 |
| >25-50 | \$340 |
| >50-100 | \$500 |
| >100-250 | \$718 |
| >250-500 | \$920 |
| >500-1000 | \$1040 |
| >1000 mbps | Priced Individually |
| Point to Point Connections on Network priced at 160% of Local Access Rates (e.g. between two facilities on our network as between Tye River Elementary and the High School would be 160% of the rate between the High School and the central office). | |

Non-recurring charges (NRC) are those costs incurred in connection with the installation of the fiber drop and ONT. The customer will be responsible for the payment of these costs on the following terms.

NRC not exceeding \$1500 will be discounted as follows:

| <u>Term of Contract</u> | <u>Discount</u> |
|-------------------------|-----------------|
| 12 months | none |
| 24 months | 10% |
| 36 months | 20% |
| 48 months | 35% |
| 60 or more months | 50% |

The undiscounted balance of NRC together with any NRC in excess of \$1500 may be amortized over the term of the original contract.

Colocation Charges for Providers within NCBA shelters:

| Quantity | Monthly Cost |
|---------------|--------------|
| 2 RU | \$75. |
| One-half rack | \$200. |
| Full Rack | \$350. |

All rentals are based on a space available basis. Rental will include access to one 20 amp, 120 volt circuit. Redundant DC power (-48 volt) will be available as well. The Colocation charges include up to

20 amps of DC power. Additional DC power, subject to availability, will be priced at \$6.25 per amp in 10 amp increments.

Tower Access:

| Location on Tower | Price per Month per Customer |
|--------------------------------------|--|
| Top thirty feet in 10 foot sections | \$275 per antenna for first three antennas (includes cables and ancillary equipment such as tower mounted amplifiers) \$150 per additional antenna installed by the same lessee. |
| Next thirty feet in 10 foot sections | \$175 per antenna for first three antennas (includes cables and ancillary equipment such as tower mounted amplifiers) \$90 per additional antenna installed by the same lessee. |
| Remaining access in 10 foot sections | \$50 per antenna (includes cables and ancillary equipment such as tower mounted amplifiers) |

All tower access charges are in addition to a site access fee of \$200 per month. Site access fee entitles lessee access to electric power (contracted for by lessee) and ground space for cabinet (10 square feet). Shelter colocation charges and local transport charges are additional as are lease space for placing shelters, generators or other equipment. Items not specifically addressed will be priced on an individual basis.

Preference will be given to providers wishing space higher on the towers. The NCBA may limit the size of antennas or duration of leases for antennas located below the top 80 feet.

Tower leases will be accepted based on maximum allowable loading of a tower. If, in the sole discretion of the NCBA, an analysis of the structural integrity of the tower is deemed necessary, then the costs of the analysis will be borne by the lessee.

These rates apply to towers operated by the NCBA. Rates for towers leased by the NCBA may be subject to approval by the lessor.

Dark Fiber Leases:

The NCBA will have a limited number of fibers available for dark fiber leasing at an annual rate of \$1250 per leased fiber per mile for durations longer than 60 months. Leases for 60 months or less will be priced at an annual rate of \$1550 per leased fiber per mile. Fiber will not be leased for periods of less than 24 months. These leases will be subject to prior allocation for other uses and are made at the discretion of the NCBA board.

Increase in Rates:

Rates are firm for a contract or lease term which does not exceed five years.

For contract and lease terms exceeding five years, payments shall be adjusted every year commencing with the first annual anniversary of the lease Commencement Date and thereafter on the subsequent anniversaries of that date (the Adjustment Date). Such adjustments shall be for the purpose of reflecting the increase, if any, in the cost of living. The adjustment, if any, shall be calculated based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the South, Size D-Nonmetropolitan (less than 50,000) (the "Index").

The Index published as of the most recent month prior to the Adjustment Date shall be compared with the Index twelve (12) months immediately preceding. On the Adjustment Date the annual payment shall be increased by the percentage equal to the change, if any, in the Index between the two specified months. The Adjusted payment shall then become the new Base payment for the following twelve month period and be used to calculate the next annual payment adjustment.

Penalty and Interest:

Any sum due NCBA and unpaid by the due date shall be assessed a 10% penalty and carry interest at the rate of 12% *per annum*.

B. Broadband Infrastructure Project Update

Mr. Carter requested that this item be considered after Item C. in order to accommodate Mr. Payne's attendance.

Mr. Carter reported the following:

The local broadband project is proceeding to completion. Denoted herein below is a current summary of project activities.

1. **Fiber Optic Network Construction:** 99.99% complete pending any necessary restoration of excavated areas.
2. **Tower Construction:** One tower complete (CVEC location in Colleen); construction of two towers (Afton at Rockfish VFD and Martin's Store at CVEC Sub-Station) are in process and projected to be completed by not later than the end of November (possibly by mid-November); forth tower at Massies Mill continues to be pending a final location, however, an alternative using a County owned site is being confirmed and once confirmed week of 10-22) work will begin immediately to initiate the approval and construction completion requirements.

Mr. Carter noted that the Board had expressed concerns over the prospective Massie's Mill site property owner's requested considerations so staff has endeavored to see if Icon could incorporate the High Top tower into a relay situation from the Massies Mill school site. He noted that the line of site from there to High Top was not ideal; however a tower at the old school site could see the tower at Wintergreen and then back to the Martin's Store tower site. He added that the tower would be located at the Massies Mill collection site or at the Community Center site; which would be coming back to the County. He added that they would have to do an environmental review, go through the Planning Commission review, and Board approval and staff was trying to move ahead because of the March 2012 project deadline.

3. **Network Electronics:** Calix in conjunction with County staff has begun installation of network electronics. 85%-95% of installations from Colleen to Lovingston (NOC) have been completed. Pending is completion of Lovingston to Afton installations, which will be done once the two Rt. 151 towers are completed (i.e. by end of November).

Mr. Carter added that there were no issues at this point with the electronics. He noted that there will be an ongoing relationship with Calix because there will be warranties on the Calix equipment. He added that the Network Operator uses Calix gear and may mitigate the time needed to be spent with them after installation.

4. **Internet Service Providers:** A large regional ISP (Lumos) has completed co-location within the NC/NCBA NOC and is currently reviewing ISP/IRU agreements. A second fiber network entity with a large ISP membership (Mid-Atlantic Broadband) will also co-locate in the NC/NCBA NOC pending contract completion (Co-Location and IRU agreements have been submitted to MBC); this will enable multiple ISPs to contract with NCBA to provide services albeit when such ISPs may do so is presently indeterminate. Another ISP (Cogent) contacted the County the week of 10-15 to discuss becoming an ISP on the local network but this discussion was not determinant of next steps.

Mr. Carter noted that Lumos would sign an IRU agreement because they were using the NOC as a regeneration point for their signal. He added that this would be the case with MBC as they would also use this as a regeneration point. Mr. Carter then noted that staff was hopeful that their member Service Providers would come in and want to provide services in the county. He then explained that how much fiber would be used by providers was dependent upon the technology that they used to disseminate their signal and this would be determined as it went along. Mr. Carter then explained that one fiber could be dropped to an access point and then the Service Provider could split the fiber to build it out to customers. He added that another technology required one fiber to go to one location. Mr. Andrew Crane in attendance concurred with this explanation. It was then noted that ISPs would pay a lease amount to use the network.

Mr. Crane then noted that if a Service Provider served a customer, the rate schedule allowed them to pay for the amount of broadband going over the fiber or bandwidth. Mr. Carter reiterated that the rates were based on bandwidth and based on using a single fiber strand per Mr. Crane.

Mr. Hale noted that Lumos and now possibly Cogent would pay the NCBA for what part of the network they were using; however they would not necessarily be providing services in the County. Mr. Carter confirmed that they would be paying to be connected to the network and it was likely that they would provide services to businesses. He added that Lumos was more interested in business customers at this point but he was hopeful that once in place, the MBC members would come in to provide services to individuals and residences.

Mr. Hale then inquired as to whether or not they have made a commitment to provide services to anyone and Mr. Carter noted that service provision was not guaranteed if they signed the Service Provider Agreements. Ms. Brennan then noted that the network was open for anyone to come in and provide services.

Mr. Carter then reiterated that the Network Operator was also a service provider and that they have expressed interest in providing services in the County. He added that there were no wireless providers on board yet, but that Ntelos and Verizon have shown some interest in using the towers.

Mr. Carter then confirmed that all service would be limited to the vicinity of the backbone until someone came in and used the towers. He added that the local wireless provider has said he wants to use the network for backhaul and not to provide services at this point.

Mr. Carter then reiterated that the next task was to get providers in to provide services. He added that it was the County's and the Authority's responsibility to build the network and serve only the Community Anchor Institutions; however it was the Board's goal to serve as many as possible.

Mr. Saunders then confirmed that there were no dates to tell people as to when they could get a network connection. Mr. Carter then reported that he was cautious about putting out information to the public until more tangible information was available. He noted that the Network would be operational next week for County services and once agreements were in place things would begin. He added that how the Service Providers would market it and to who was undetermined at this point.

It was noted that the Towers would be operational by the end of November and providers could come in and provide services then. Ms. Brennan then questioned the options for wireless services if no one came in and Mr. Carter noted that staff would have to change focus and try to recruit them in. He followed this up with that the focus had been on construction at this point.

Mr. Saunders noted that it was a matter of next steps and they had to do one thing at a time before moving on to the next thing. He then noted that staff has done a good job of fulfilling the County's grant responsibilities.

5. **Network Operator:** A contract has been submitted to Blue Ridge Internet Works and is in process to be finalized. NC/NCBA is waiting for BRINW to submit comments, revisions, etc. or to execute the agreement such that services can commence as immediately as possible. The BOS and NCBA have given consensus review of the decision to work with BRINW.

Mr. Carter reiterated that Blue Ridge Internetworks was a member of MBC but that they would have to find an affordable path here. He added that they would compete at a lower cost point than Lumos and hopefully would provide services to residential customers. He noted that the preference was to have them in place prior to the ISPs offering services. He added that the Network Operator Agreement documents were in their hands and it was all happening at the same time with the timetable being ASAP.

6. **Outside Plant Services:** NC/NCBA will move forward with a contract with Harrisonburg, VA based Computer Cabling and Technology Services (CCTS) for provision of OSP services. An agreement is pending completion but is in process.

Mr. Carter noted that they would be doing installations etc. on the network. He noted that an RFP had been issued and a company in Harrisonburg would be offered a contract. He added that this same company provides services to Blue Ridge Internetworks; however it had been decided to keep these services separate.

7. **Community Anchor Institutions:** All of the CAIs have had installations completed with the exception of two CAIs located on the Rt. 151 Corridor (i.e. Rockfish River Elem. School, Afton Family Medicine). These installations will be completed in conjunction with the completion of the Rt. 151 towers and with the final installation of network electronics by Calix and County staff.

Mr. Carter reported that there were 13 CAIs in total and most have indicated that they would switch over to the County network once they were able to do so. He noted that the drops were in but that all may not be able to connect right away due to current service contract obligations.

8. **County Related:** The County has signed an agreement with Lumos to provide phone and internet services to the Courthouse and satellite offices. Internet services will begin on 10-30. Phone services will begin on 12-1 (approximate) pending receipt of additional equipment, which is on order.

Mr. Carter advised that the County would be switching from using T1s and the service should be much better and cost the same or less.

9. **Rates, Fees, etc.:** The broadband network's rates, fees, charges, etc. were approved by the NCBA in July 2012. A correction to the rate for dark fiber leases will be completed by the NCBA on 10-25 (to provide for the fee to be on an annual basis i.e. per mile per year), as the rate as approved was both unclear and intended to be per year and not per month. Otherwise, the rates approved in July will remain in effect until amended in accordance with the requirements of the Code of VA (with the understanding that that evaluation of the current rates will be ongoing).

Mr. Carter reiterated that the approved rates were vetted by providers and the consultants and that they were a starting point. He added that these may be revised downward as an incentive but it was uncertain at this point.

10. **Subscriber ISP Costs:** Subscriber costs to businesses and residents within the County are not determined/known at present. The ongoing concern is the network will have slow incremental growth until competition among ISPs and a contract with WISP(s) can be established, which may also entail an overall revision to the network's current rates and fees.

11. **NTIA Compliance:** The County anticipates full compliance with NTIA grant requirements.

Following Mr. Carter's report, Ms. Brennan asked if staff could make a sheet listing who the County and or Authority had contracts with for what services. Mr. Carter noted he would and that the project was very complex and staff was working on it daily in addition to the construction.

**C. Nelson County Lease of Broadband Network to Nelson County Broadband Authority
(R2012-11)**

This item was considered prior to Item B. in order to accommodate Mr. Payne's attendance.

Mr. Payne addressed the Board and stated that the Federal Grant requires the County to own the project and that the granting agency was aware that the Authority would run the system. He added that they had technical hurdles in between and that the Federal Interest must be protected in the event of some failure. He noted that in order to protect the Federal Interest, they require the jurisdiction to execute a Security Agreement and to file a Covenant in land records. He then reiterated that the County did not have the power to run the network and chose the creation of an Authority option for flexibility purposes. He added that in order to do business, the Authority needed to enter into agreements with Service Providers.

Mr. Payne then advised that the solution was to first have the County approve the Covenant and Security Agreement that established the Federal Interest securing their 80% contribution and then next was to lease the hard assets to the NCBA. Mr. Payne noted that at a later date, they would have to execute another Security Agreement with the lists of hardware, their serial numbers and price etc. but that the stop gap was the proposed broad based Security Agreement and Covenant. Mr. Payne then summarized that the NCBA needed to get through this two- step process so that the NCBA could start leasing to providers for Dark Fiber or Service Provision.

Mr. Carter then clarified that the Security Agreement and Covenants would be considered at the subsequent Board of Supervisors meeting. Mr. Payne then agreed and noted that the Authority had to agree to the Lease Agreement and then the Board of Supervisors could approve the other three documents; with the two documents being recorded to protect the Feds interest. Mr. Payne then thanked Judy Bentley of Icon for reminding him of this responsibility.

Mr. Hale then moved to approve resolution **R2012-11** Authorization to Execute Lease Agreement with Nelson County – Broadband Network. Mr. Saunders seconded the motion and there being no further discussion, Members voted unanimously (3-0) by roll call vote to approve the motion and the following resolution was adopted:

**RESOLUTION-R2012-11
NELSON COUNTY BROADBAND AUTHORITY
AUTHORIZATION TO EXECUTE LEASE AGREEMENT
WITH NELSON COUNTY - BROADBAND NETWORK**

WHEREAS, pursuant to the Virginia Wireless Services Authority Act, Chapter 54.1 of the Code of Virginia, the Nelson County Broadband Authority was established to provide managerial and operational oversight of the Nelson County Broadband Network; and

WHEREAS, the proposed lease agreement provides the legal vehicle by which the Authority can perform its intended functions,

October 25, 2012

BE IT HEREBY RESOLVED, by the Nelson County Broadband Authority that the Chairman, Thomas H. Bruguiera, Jr. is hereby authorized to execute the proposed lease agreement on behalf of the Nelson County Broadband Authority providing for its lease of the Nelson County Broadband Network.

V. Other Business (As May Be Presented)

Introduced: NCBA Board Membership

Mr. Hale inquired as to when other people will be appointed to the NCBA Board and Mr. Carter noted that perhaps the following summer once the network was up and running. Mr. Hale noted that would be his preference and Mr. Carter advised that it was preferable that the Board of Supervisors remain on the NCBA Board at least until the major decisions were made. Members then agreed that would be appropriate.

Introduced: Advisory Board Minutes:

Ms. Brennan inquired as to if there were minutes available from the Advisory Board meetings and Mr. Carter noted that there were but they were located on the internal project website called the Wiki. He noted that he could provide the Board with a password to access these.

VI. Adjournment

AT 6:55 pm, Mr. Saunders moved to adjourn and Mr. Hale seconded the motion. There being no further discussion, Members voted unanimously by voice vote to approve the motion and the meeting adjourned.

Virginia:

AT A SPECIAL CALLED MEETING of the Nelson County Broadband Authority at 7:00 p.m. in the Board of Supervisors Room located on the second floor of the Nelson County Courthouse.

Present: Constance Brennan, Central District – Vice Chair
Thomas H. Bruguere, Jr. West District - Chair
Larry D. Saunders, South District Supervisor
Allen M. Hale, East District
Thomas D. Harvey, North District
Candice W. McGarry, Secretary
Debra K. McCann, Treasurer
Stephen A. Carter, County Administrator
Phillip D. Payne, IV, County Attorney
Susan Rorrer, Director of Information Systems
Andrew Crane, Information Systems Specialist
Blue Ridge Internetworks – Network Operator
Broadband Advisory Committee Members

Absent: None

I. Call to Order

Mr. Bruguere called the meeting to order at 7:00 pm, with all Members present to establish a quorum.

II. Joint Meeting with the Nelson County Board of Supervisors Regarding the Nelson County Virginia Broadband Project

Mr. Harvey noted that the meeting would be conducted more like a joint work session.

Mr. Carter then began the meeting by noting for the public that the Authority had signed a contract with Blue Ridge Internetworks (BRI) to be the Network Operator and its first Service Provider. He then introduced the owners of BRI, Baylor Fooks and Jeff Cornejo.

Mr. Carter then gave a snapshot of the status of project construction; noting that everything was complete except for the Massies Mill tower; which was scheduled for review by the Planning Commission and then the next day by the Board. He noted that it should then soon be operable and that the electronics vendor Calix was here this week to finish the installation of electronics that makes the fiber work. He noted that the federally funded project was about to come to conclusion before the project deadline of 2/28/2013.

Mr. Carter then reported that NTIA staff and County staff had biweekly conference calls and the County has been told it could get an extension but he did not think this would be necessary. He then moved on to the provision of services and how that would come about. He noted that BRI issued a joint press release soliciting public input in order to gather information from those

interested in receiving services. They would then analyze the data and would come back to confer about their findings and recommendations as to how to best deploy services to businesses and residences.

Mr. Bruguire then asked if BRI would explain how service deployment would work.

Mr. Baylor Fooks then addressed the Board and noted that they were thrilled to be here, it was a big deal for them and they were committed to it. He noted that their current network in Charlottesville uses the same technology as the County's network and that they had decided to provide services when Lumos backed out. He added that they would be filling two roles; they would handle new connections to the network and would be assessing the cost to add new connections. He noted that secondly, they would offer services on the network. He reported that they had built a good reputation in Charlottesville over twelve (12) years, have added 125 buildings to their network in a competitive environment, and would deliver services that people would buy. He noted that they did direct fiber access to the premise and the wholesale rates approved by the Board were in place and they would address business customers who want a fiber to the premise connection. He added that this type of connection was state of the art and anyone would be pleased to have that option.

He then noted that he would like to discuss other ways to deliver services in the county in a way that would allow for lower cost deployment. He noted that they were not a wireless ISP but that they have dabbled in it. He stated that wireless was hard to control and that he thought that if it was the only thing available, consumers should be happy and get it; however if they were delivering it, they would seek a different technology. He noted that they would introduce a passive optic networking solution for a cheaper option and a hybrid fiber to copper topology that would allow copper to get closer to customers in order to offer DSL. He added that they would be deploying micro d-slams that would allow a connection near fiber to serve 12-48 customers. He noted that they did not need the same density that bigger players needed to invest in an area to serve. He noted that they hoped to do an excellent job in operating the network and execute the plan as ratified. He noted that fiber to businesses was competitive with major markets and he wanted to help develop the residential market.

When asked about the response from interest inquiries, Mr. Fooks noted that they were pleasantly surprised at how concentrated the interest was around the network. He noted that they had over 300 inquiries as of that morning. He noted that the interest seemed to mimic the census map but the concern was that the construction cost to get fiber directly to those a mile away from the backbone was significant. He supposed the installation cost per mile in air was around \$15,000 and on the ground it was around \$40,000 per mile.

Mr. Fooks, then noted that copper lines were already there and they would have to get an interconnect agreement with Verizon in order to use them. He added that the CLEC/ILEC relationship has been contentious but by law they had to offer services. Mr. Fooks then noted that it might cost a couple of dollars a month compared to the higher cost for fiber. He noted that they would locate a micro d-slam next to a Verizon cross connect that served houses within range of DSL; leasing copper pairs from Verizon to serve them with DSL. He added that BRI had higher standards, people would be pleased, and residents wanted service under \$100 or \$50 per month.

Mr. Fooks then noted that DSL could carry data over a short distance of over 3 miles and they could run 50 MB DSL up to a mile. He noted that wired technology did not have the latency that wireless technology has and they could ride the data over the same copper pair as the voice because they used different frequencies. He added that in doing this, a hum could be heard on the line sometimes; however a filter would be used to cut the hum. He then explained that if Verizon said no on them being a co-resident on the voice pair, they would have to be on a second pair; which most homes had two (2) pairs run to them and this would depend on the interconnect arrangement with Verizon.

When asked how far they could get that technology from the main fiber, Mr. Fooks reiterated that they could go three (3) miles from a junction box and they would need to feed the device with fiber to some point; but that copper technology could only go a couple of miles. Mr. Fooks then noted that the County's network was 144 strands going North and 144 strands going south and that every time a customer was connected it used one (1) fiber. He added that to mitigate this, they could set more equipment in the field that could serve multiple customers using passive optics. He explained that passive optical technology used prisms and mirrors and they could use a splitter that allowed one (1) connection to become eight (8) connections. He added that one (1) fiber could be split sixty-four (64) times using Calix technology.

Mr. Carter then noted that what the County put in place was an active Ethernet system but that it had the capability to do passive. Mr. Fooks added that the staff and Board should be commended for using flexible technology. He stated that the County could buy passive cards and have a dual system mixing both passive and active solutions. He noted that the system was engineered for business class customers using active-e technology but could also offer passive. He reiterated that the passive option meant lower costs per connection and conserved the fiber.

Mr. Fooks then noted that these technologies could deliver more bandwidth than people wanted or needed. He noted that passive technologies could deliver 2.5 GB down and 1 GB up per home which was miles above what people were getting in New York City. He noted that speeds get down to okay if converted to hybrid fiber to DSL technology to 5,10,25 MB which was good but not revolutionary and was on par with metropolitan areas.

Mr. Bruguere then asked Mr. Fooks to explain how a wireless solution might work due to the County's topography.

Mr. Fooks noted that wireless services was a different line of business, but that he believed the fiber optic network would help Mr. Stewart build a better network than he had now. He noted that now he had to install antennas on water towers, houses etc. and had clients with line of site. He added that this worked a little differently than 3G cellular wireless and was faster than that. He noted that he believed he could deliver multi-meg service but it was not what they did; however it would complement their services.

Ms. Brennan then asked how this would help SCS use the network and it was noted that they would have to be on the network towers and if they could get fiber to the towers, they could get more bandwidth to customers.

Mr. Jeff Cornejo of BRI noted that their job as Network Operator would be to get him connected, which would include planning the build, executing the build, configuring the necessary equipment, and monitoring afterward.

Ms. Susan Rorrer noted that SCS, as a provider would purchase bandwidth from someone and then would pay the Broadband Authority the transport fees for the amount of data that he was pushing across the network. She added that if SCS wanted a 1 GB circuit, he would call BRI and they would connect them.

Mr. Fooks then reiterated that the data still had to leave Nelson County and get to the internet and the County had attracted two companies that could do it. The first being Mid-Atlantic Broadband (MBC), a company that started a nonprofit network prevalent in Southwest Virginia that extended to DC who offers favorable rates for long haul connections. He added that they would be a tenant in the shelter which allowed SCS or BRI to buy connectivity to the internet that did not previously exist just weeks ago. He noted that Lumos was there also but that MBC would likely offer lower cost connections. Mr. Cornejo noted that a major component of pricing was what this would cost BRI. Mr. Carter added that staff had not gotten pricing with MBC but would have this within a couple of weeks which will be factored into pricing. It was noted that there was a mix of businesses and residences to be served.

Mr. Fooks then noted that the County went from none to almost two (2) options for internet connectivity, with one being the best one could ask for. Ms. Rorrer then confirmed that staff was in the process of signing agreements with MBC. It was noted that they could connect anywhere but that Lovingston was in the middle of the network and was the best place for carriers to meet the network. Mr. Carter noted that they could also connect in at three (3) of the towers due to the electronics located there. Mr. Fooks noted that having a fortified shelter in Lovingston meant that they could put equipment in Lovingston which allowed them to have greater bandwidth and then customers could start ordering services from them.

Mr. Cornejo noted that the current rate plan has non-recurring charges to build to the home and this was not defined as a trunk or line. He added that all of the fiber on Route 29 was for long haul connections and that carriers could do what Lumos did and build a node in the Lovingston shelter for signal regeneration.

Mr. Carter suggested that if the network had subscription enough to be self sufficient, then they could talk about how to build the network out. He added that the discussion has been to let this thing start and see how it pans out and then start to look at the rate structure.

Mr. Stewart of SCS reported that they were working on contracts that would give him a beam west and then there was the High Top site that would get him to the county border. He noted that he had the capability of 10-15 MB down and up and that his use of the network would depend on how the Authority went forward. He added that he had two (2) fiber pops in the county and greatly supported the use of fiber; however DSL was another subject.

Mr. Cornejo noted that once the network was operational, it would be good to sit down and look at how to get to him and they would have to determine how the costs of this would be covered.

Ms. Brennan asked if the fiber could be strung aurally and Mr. Cornejo noted it could as they had a pole attachment agreement with CVEC. He added that it was cost effective and may be the way to do it.

Ms. Rorrer suggested that additional workshops would need to be held to discuss options and the criteria the Board would consider in extending the fiber route. Mr. Carter noted that they could do capital expenditure improvements planning and could evaluate potential investments.

Mr. Bruguere noted that he thought the network should get up and running and then they could see how the financials were working before discussing building out further.

Mr. Cornejo noted that they would have fiber expenditures for laterals that would be recovered in a couple of months and that there would be fairly miniscule expenditures associated with it. He noted that they would be paying USF fees every month and could consider funding the Broadband build out through RUS programs. He added that awardees were usually phone companies; but whoever was building the infrastructure could get this money. He noted the process was complicated and political but would be possible. Mr. Carter noted that staff was in the process of talking to RUS about funding opportunities.

Ms. Rorrer noted that they should keep in mind that as people requested services, they would need to decide if they were willing to pay for fiber to the home and they would need to consider their position on sharing in the cost of this. She added that they would have to make these decisions otherwise others may own the infrastructure that was built. It was noted that one person could pay for the build out; it could pass others and not be available to them. Mr. Fooks confirmed that the first customer essentially paid a penalty and others benefited from that investment and as a public Board, they would have to wrestle with how to handle this.

Mr. Joe Dan Johnson, in attendance noted the legal issues related to this in subdivisions in Northern Virginia.

Mr. Fooks then noted that they should never run one fiber at a time, however they should run 48-144 strands as there was only a couple of dollars a foot difference. Mr. Cornejo added that the challenge was to quickly utilize the fiber without exhausting the plant and that splitting decisions were based on a lot of factors.

Mr. Fooks related that they have a company that owned fiber and one that was an operating business. He noted that the operating company rented fiber nodes from the one that owned fiber and they decided to charge the operating company and sometimes it loses money. He added that the network would get to a point where the income could sustain these routine builds.

Mr. Alan Patrick, in attendance noted that the Authority wanted the network to be sustainable and then they wanted to build up some money for future capital builds or get RUS money for this. He then asked what the Authority should focus on at this point and that he thought that rates would play an important role in this. He reiterated that he thought that some portion should be set aside for build out.

Mr. Carter noted that he thought it was to be determined and that the rates were established so that the network would be self supporting. He acknowledged that the rates were high for residential and that Danville was an interesting model that was charging based on the same premise as the gross receipts tax. It was noted that the current model was like charging for a toll booth.

Mr. Harvey noted that the priority was to get service to as many people as possible versus making money on it. He added that he wanted key players to play on the network, it was important and it needed to be attractive to do this.

Mr. Cornejo advised that the Authority needed to be sure not to deplete the fiber plant as it was currently set up to use one fiber per drop. Ms. Rorrer agreed and noted that someone needed to oversee how the fiber was distributed and make these decisions. Mr. Carter concurred and noted that they were there now and needed to do this next.

Mr. Tommy Stafford, in attendance, noted that as a potential customer he would pay a higher one-time fee as long as the monthly fee wasn't so high.

Mr. Johnson, in attendance, noted that a distinction had to be made between residential and business connections; with the understanding that there would be some up-front money returned in a reasonable amount of time. It was suggested that the County has given tax abatements to businesses bringing jobs in and that the same consideration should be afforded to local internet providers if they could also show this. The Board was then implored to get service to people ASAP.

Mr. Fooks then related that the smartest thing he has heard about rural networks was that the players had to work together and could only afford to do it once. He added that the revenue out there could not support multiple companies doing same thing.

Mr. Cornejo then advised that the nonrecurring charges would have to be shouldered as the rate discounts for multiyear contracts were not big enough. Mr. Fooks noted that the Authority would need a policy on these decisions because of its responsibility to taxpayers; whereas they, being a private company could take risks.

Mr. Johnson then reiterated the need to get an affordable policy in place that encouraged people to sign on to the network.

Mr. Cornejo noted that their survey form asked for name, address, phone number, and email address and most of the responses were from Afton.

Mr. Harvey then supposed that the sharing of resources would eliminate cherry picking and that providers should get a lower rate if they planned to build out.

Mr. Carter reiterated that the tower pricing was based on the space on the tower and was developed with input from various sized entities.

Mr. Fooks noted that he thought that any concessions should go to those who would offer services at accessible rates.

Ms. Brennan and Mr. Harvey both thought that BRI should meet with SCS and Nelson Cable to see how to go forward.

Mr. Stewart of SCS noted that the Authority needed to take adoption rates into account when looking at this. He noted that the complex thing was that they needed x number of media types to make it all work as quickly as possible. He noted that he had seven (7) employees now, needed more bandwidth, and would need to look at more next year to keep up with the growth and whether or not he used the network would be based upon the cost for him.

Ms. Rorrer noted that the ongoing priority would be working on the rate schedule and whether or not it would change. She added it would be helpful to have recommendations for top priorities and Mr. Stewart noted he needed hard numbers before he could decide how to use network.

Mr. Fooks recommended that the Authority ought to green light the current rate card with an asterisk that if a new rate card was approved, it meant that current providers using the network could be adjusted. He added that he thought that there were some customers that would pay the current rates now; such as Veritas. He noted that they should see who could swing it and that historically utility companies charged more for business use than residential; which could lead to having two (2) separate price lists.

Mr. Harvey iterated how important it was to have everybody on the same page and noted that they all needed to play as a team. He added that the willingness seemed to be there and he felt comfortable with BRI working on it. Mr. Harvey then added how important the internet was to his business noting that State Inspections were now computerized and State Troopers could pull the information up immediately and that it also helped eliminate mileage tampering.

Mr. Bruguiere then noted his appreciation for BRI coming and he noted that he looked forward to working with them; acknowledging it was a work in progress. He added that they had standard rates to start with and that going forward they could be re-examined.

Mr. Harvey noted that he preferred to start off with the right rates and Mr. Bruguiere noted that they weren't sure what the right rates were yet; however they had been advised that these were okay to start with.

Mr. Fooks noted that they were very happy to be working with the County and Authority and that they had a lot to learn as well. He assured the Boards that this was a very big project for them and they were thrilled to be here.

Ms. Brennan then suggested that staff arrange another workshop on the rates etc. and Mr. Harvey noted that they were willing to look at all types of suggestions. Mr. Fooks noted that the Authority did not want to model after Staunton, who overcharged for use of the network; which was still unlit underground and no one was using it.

Mr. Stafford noted that the urgency on getting rates set was that people were signing two (2) year contracts with other providers and Mr. Stewart advised that they needed to move quickly before Verizon and Century Link etc. came in.

Janet Lychock reiterated that her neighborhood was turning to satellite service as it has been marketed as their only option; however she could not use this for work purposes due to latency issues.

Mr. Harvey, as the Board of Supervisors Chair then opened the floor for public comments and there were no persons wishing to be recognized.

Mr. Harvey noted that they appreciated everyone's attendance and that the goal was to get the service out there at a reasonable price; working together to make it happen.

In conclusion, Mr. Carter acknowledged the good work of staff, reiterated their commitment to the project, and noted that the County had been favorably served by ICON engineering and they deserved to be recognized as well.

III. OTHER BUSINESS

There was no other business considered by the Authority.

IV. Adjournment

At 8:35 pm, Mr. Hale moved to adjourn and Ms. Brennan seconded the motion. There being no further discussion, Members voted unanimously by voice vote to approve the motion and the meeting adjourned.