

PUBLIC SERVICE AUTHORITY BOARD OF DIRECTORS

September 13, 2013

The September 10, 2013 meeting of the Public Service Authority Board of Directors was continued over to Friday, September 13, 2013 at 9:00 a.m. at the Pulaski County Garage, 5572 Bagging Plant Road, Dublin, Virginia for the purpose of reviewing the proposed contract with NRV Unwired and to consider office location options at the County garage. The following Board members were present: Doug Warren, Chairman; Dave Dean; Fritz Streff; and Nancy Burchett. Vice Chairman Pete Crawford was unable to attend the meeting.

Staff members present included: Peter Huber, Executive Director; Jared Linkous, County Engineer; Diane Newby, Finance Director; and Ronnie Nichols, Director of Operations, Transportation and Maintenance.

Dr. Warren called the meeting to order and welcomed those in attendance. Mr. Huber advised that Mr. Crawford was unable to attend the meeting.

1. NRV Unwired Use of Water Tanks

Mr. Huber distributed a revised contract between the PSA and NRV Unwired for the installation of wireless internet access antennas on PSA water tanks. Mr. Edwin Whitlaw, concurred with the request by the Board for inclusion of a \$3 per month per customer rent payment to the PSA as contained in the following agreement:

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between NEW RIVER VALLEY UNWIRED, LLC, referred to as "NRVU", and the PULASKI COUNTY PUBLIC SERVICE AUTHORITY, hereinafter referred to as the "PUBLIC SERVICE AUTHORITY" or "PSA".

WITNESSETH

WHEREAS, the Public Service Authority desires to assist the development of high speed Internet service throughout Pulaski County and allowing access by NRVU to its water tank assets contributes to that end;

WHEREAS, New River Valley Unwired has offered to provide a payment to the Public Service Authority of \$3 per customer per month served from each tank.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PROVISION OF WIRELESS INTERNET SERVICE BY NEW RIVER VALLEY UNWIRED, LLC

(a) New River Valley Unwired, LLC may provide commercial Internet service from any tank or other asset owned by the Public Service Authority upon written request by NRVU and upon receiving written approval for installation of NRVU systems on that asset.

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(b) NRVU will compensate the Public Service Authority the sum of three dollars (\$3.00) per paying customer served by NRVU's Internet service from Public Service Authority assets. Customer counts will be updated annually on the anniversary of the date this agreement becomes effective.

2. USE OF PUBLIC SERVICE AUTHORITY ASSETS

(a) The Public Service Authority grants New River Valley Unwired permission to install, operate and maintain a wireless, broadband network system "Wireless Equipment" on any assets so approved under the conditions listed under paragraph 1(a) above.

(b) New River Valley Unwired, LLC shall be responsible for ensuring that the wireless equipment is properly installed and mounted to the Public Service Authority facilities and that the Public Service Authority facilities are capable from an engineering standpoint to support and withstand the loads attributed to NRVU's Equipment. New River Valley Unwired shall provide the Public Service Authority with at least five (5) prior working days written notice of a request to place Wireless Equipment on a Public Service Authority asset. New River Valley Unwired shall obtain prior written approval from the Public Service Authority of the location where the Wireless Equipment will be located on the Public Service Authority Facilities.

(c) If available and practical, the Public Service Authority agrees to allow New River Valley Unwired electrical access to the Authority's electrical outlet located at the Tank Facility Sites at a cost of \$5.00/mo/site. Where power is not available or practical, New River Valley Unwired shall be responsible for the provision of electrical service at the site.

(d) NRVU stipulates that all installations shall be done in a professional manner and in a way that does not interfere with County operations or access on the tank. NRVU further agrees to a Radio Frequency (RF) non-interference requirement where NRVU may be in close proximity to other radio-based systems, either commercial, e.g. cellular operators, or Police, Fire & Rescue or any other County radio systems that may on the same asset.

(e) The PSA grants NRVU 24/7 access to service and maintain NRVU equipment as necessary.

(f) Should the PSA choose to allow other entities on the asset, the PSA agrees to require that the new entity does not interfere either with NRVU's radio frequencies or NRVU physical assets, e.g. NRVU enclosures, conduit, etc., by such new entity.

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3. TERM OF THE AGREEMENT, RENEWAL

(a) The initial term of this Agreement shall be five (5) years from the date of the Agreement. At the end of the initial term, this Agreement may be automatically renewed for additional five year periods upon the same terms and conditions unless thirty (30) days prior to the end of such initial or renewal period, either of the parties delivers to the other party a written notice of their intention not to renew the Agreement.

(b) In the event that the Agreement is not renewed by New River Valley Wireless, New River Valley Unwired shall be required at the Authority's discretion, to either remove all or some of the Wireless Equipment within forty-five (45) days or convey the Wireless Equipment located on the Public Service Authority Facility to the Authority for one dollar. In the event that the Agreement is not renewed by the Public Service Authority, New River Valley Unwired shall remove all its property and equipment from the Public Service Authority Facilities within forty-five (45) days of termination of the Agreement.

4. DEFAULT

(a) In the event that New River Valley Unwired shall default and not perform as required by this Agreement and if such default is not corrected within ten (30) days of written notice by the Public Service Authority, the Public Service Authority shall have the right to terminate the Agreement and New River Valley Unwired shall be required, at the discretion of the Public Service Authority, to remove all or some of its Wireless Equipment from the Public Service Authority Facilities within ten (45) days or convey the Wireless Equipment to the Authority for one dollar.

5. INSURANCE; INDEMNITY

(a) New River Valley Unwired shall maintain such insurance as will protect it from claims under Workmen's Compensation Acts and from claims for damages because of property damages or bodily injury including death, which may arise from and during operations under this Agreement, whether such operations be by New River Valley Unwired or by a contractor, subcontractor or anyone directly or indirectly employed by New River Valley Unwired. The limits for bodily injury or property damage shall not be less than \$1,000,000 per occurrence. The Public Service Authority shall be named an insured under the policy. The New River Valley Unwired shall provide the Public Service Authority with a certificate of insurance.

(b) New River Valley Unwired shall defend, indemnify and save the Public Service Authority, its officers, directors, employees, and agents harmless from and against any and all claims, loss damages, injury, liability, and costs including attorney fees and court costs, however caused for any suit,

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claim, settlement, award or judgment because of personal injury to or death of persons, including employees of New River Valley Unwired or loss or damage to property, including loss of use thereof sustained by any person arising out of New River Valley Unwired's use of the Public Service Authority Facilities or by any negligence or alleged negligence on the part of New River Valley Unwired or its agents, employees or contractors.

6. ASSIGNMENT

NRVU may assign this Agreement at any time to (1) a subsidiary or affiliate of NRVU; or (2) a purchaser of all or substantially all of NRVU's assets, or of the FCC license under which NRVU operates its communications equipment at PSA property(s). Any other assignment shall require the prior consent of the PSA, which shall not be unreasonably withheld, provided that the same shall not release NRVU from any of the obligations arising under this Agreement.

7. TERMINATION

In the event that this Agreement is terminated other by the Public Service Authority unilaterally not renewing the Agreement under Paragraph 3 of this Agreement, New River Valley Unwired shall be required at the discretion of the Public Service Authority to either convey all the Wireless Equipment located on the Public Service Authority Facilities to the Authority for one dollar or remove all or some of the Wireless Equipment from the Authority's Facilities.

8. NOTICE

Notice and other correspondence regarding this Agreement shall be hand delivered or mailed through the U.S. Mail or by national overnight carrier to the following addresses or to such other or additional addresses as the parties may designate in writing. Email will be acceptable as compliance with the requirement for written request and approvals.

New River Valley Unwired, LLC:

Edwin Whitlaw – Principal Owner
New River Valley Unwired, LLC
2200 Lonesome Dove Drive
Christiansburg, VA 24073

Pulaski County
Public Service Authority:

Director
Pulaski County Public Service Authority
143 Third Street
Pulaski, VA 24301

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9. ENTIRE AGREEMENT, GOVERNING LAW

This Agreement embodies the entire understanding of the Parties, there being no promises or undertakings written or oral other than those expressly set forth herein. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

New River Valley, Unwired, LLC

By: _____
Edwin Whitlaw - Owner

Pulaski County Public Service Authority

By: _____
Chairman

On a motion by Dr. Streff, seconded by Ms. Burchett, the agreement with NRV Unwired was approved.

Voting yes: Mr. Dean, Dr. Warren, Dr. Streff, Ms. Burchett.
Voting no: None.
Not present: Mr. Crawford.

2. Garage Expansion

PSA Board members toured the drop site and garage facilities with Mr. Linkous describing various aspects of the construction project. Of particular concern to PSA members was the location of the proposed office space in relation to the entrance road into the drop center. Board members held a lengthy debate regarding the merits of the various location options for the billing office.

3. Adjournment

On a motion by Mr. Dean, seconded by Ms. Burchett and carried, the Board voted to continue its September meeting to Tuesday, September 17th for the purpose of hearing from the Sheriff regarding the relocation of the Dora Highway Drop Center and making a decision on the relocation of the PSA Billing Office from its current location in the Dublin Town Center building.

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Voting yes: Dr. Streff, Mr. Dean, Dr. Warren, Ms. Burchett.
Voting no: None
Not present: Mr. Crawford.

Doug Warren, Chairman

Nancy Burchett, Secretary/Treasurer