

YAMHILL COUNTY BROADBAND FUND GRANT AGREEMENT

THIS GRANT AGREEMENT, (“Agreement” or “Grant”) is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon (“County”) and **Alyrica Networks, Inc.**, an Oregon corporation, located at 526 N. 19th Street Philomath, OR 97370 (“Recipient”). Each party may hereinafter be individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, Pursuant to funding available under section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), the County is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant; and

WHEREAS, ARPA provides funds to state, local and tribal governments through the State and Local Fiscal Recovery Funds (“SLFRF”) program to provide support to local governments in responding to the economic and public health impacts of COVID-19 and assist in their efforts to contain impacts on their communities, residents and businesses. This Agreement governs the disbursement by County of Grant Funds (as defined below) from ARPA to Recipient; and

WHEREAS, County has received and reviewed Recipient’s application for Grant Funds and County approves Recipient’s application; and

WHEREAS, County has conditions for disbursement of Grant Funds and the inability of Recipient to meet these conditions may result in loss of funding. The receipt and use of funding under this Agreement by Recipient is subject to conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **PURPOSE.** County and Recipient agree that Recipient shall use approved Grant Funds for the deployment of broadband access to unserved and underserved communities throughout the unincorporated areas of Unionvale, Hopewell, and Wheatland in Yamhill County, through scalable, sustainable networks and financially viable business plans that serve the above-named communities with reliable, reasonably priced high-speed solutions referred to herein as the “Project”, as further described in Recipient’s application, which is attached hereto as **Exhibit B** and incorporated herein by this reference.
2. **GRANT FUNDS.** The total amount of funding awarded to Recipient is **\$2,697,372.15** (“Grant Funds”). ARPA provides that SLFRF funds may be used to make necessary investments in water, sewer, or broadband infrastructure. Eligible costs for this Project include: application preparation, market assessment (e.g., data gathering, feasibility studies); permitting and regulatory reviews (e.g., rights of way, easement, environmental, historical and cultural assessment); network planning & design; infrastructure deployment; network facilities & equipment; long-term capital leases; project management; grants

administration and reporting during the project period. If Recipient does not complete the Project in accordance with this Agreement, Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. In the case of a violation of Section 603(c) of ARPA regarding the use of Grant Funds, previous payments shall be subject to recoupment by County or the US Treasury (“Treasury”) as provided in Section 603(e) of ARPA.

Recipient acknowledges and agrees that (i) the Grant Funds are a subaward of SLFRF funds, (ii) Recipient shall comply with all requirements for use of Grant funds, and (iii) Recipient shall comply with all reporting requirement for expenditures of Grant funds. Recipient acknowledges and agree that they are familiar with the applicable use and reporting requirements.

3. **TERM.** The term of this Agreement is effective on the date all required signatures are obtained and shall expire **24 months** from that date.

4. **PROJECT MANAGER.**

4.1. Recipient’s Project Manager is **Samuel Dotson**, 526 N 19th Street Philomath, OR 97370, 541-929-3330, sam.dotson@team.alyrica.net, or assigned designee upon individual’s absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

4.2. County’s Program Manager is **Justin Hogue**, 434 NE Evans, McMinnville, OR 97128, 503-474-6270, hoguej@yamhillcounty.gov, or assigned designee upon individual’s absence.

5. **RECIPIENT OBLIGATIONS.**

5.1. Recipient shall perform Project work described in **Exhibit A** and comply with all requirements as provided herein. Any changes to Project scope as detailed in **Exhibit A** or schedule must be approved by the County and memorialized in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.

5.2. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project application or in other documents provided by Recipient to County prior to the execution of the Agreement.

5.3. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement.

5.4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the provisions detailed in **Exhibit B**, which is attached hereto and incorporated herein by this reference, and all applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Section 603 of ARPA, regulations adopted by the Treasury pursuant to Section 603(f)

of ARPA and guidance applicable to Recipient issued by Treasury applicable to the foregoing (ii) 2 CFR Part 25, Part 170, Part 180 and Part 200 (including Appendix XII to Part 200), as applicable (iii) Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, (iv) 31 CFR Part 19, Part 20 and Part 21, as applicable, (v) 42 USC Sections 4601-4611, as applicable, (vi) Title VI of Civil Rights Act of 1964 and Treasury’s implementing regulations at 31 CFR Part 22; (vii) Title VIII of the Civil Rights Act of 1968, (viii)The Age Discrimination Act of 1975, as amended and Treasury’s implementing regulations at 31 CFR Par 23, (ix)Title V and Section 504 of the Rehabilitation Act of 1973; (x) the Americans with Disabilities Act of 1990 and ORS 659A.142; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) all other applicable requirements of federal and state civil rights, environmental and rehabilitation statutes, rules and regulations. Recipient is responsible for all federal and state tax laws applicable to this Agreement or compensation or payments paid with the Grant Funds. In the event Recipient is obligated to abide by prevailing wage rates imposed by state law, the Recipient shall comply with ORS 279C.800 to ORS 279C.875. In the event the Recipient is obligated to abide by prevailing wage requirements imposed by federal law, the Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq).

- 5.5. Recipient acknowledges and agrees to comply with all requirements for use of Grant Funds and further agrees to comply with all reporting requirement for expenditures of Grant Funds. Recipient acknowledges and agree that they are familiar with the applicable use and reporting requirements.
- 5.6. Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Recipient that pertains to this Grant or to the Project.
- 5.7. Recipient must disclose in writing to County, as appropriate, any potential conflict of interest affecting the Grant Funds in accordance with 2 CFR Section 200.112
- 5.8. Recipient may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 5.9. Recipient acknowledges and agrees that County, the Treasury Office of Inspector General and the Government Accountability Office and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient pertinent to this Agreement for a period of six (6) years after execution of this Agreement or Recipient’s expenditure or return of all the Grant Funds, whichever is longer, and Recipient shall maintain all records in accordance with state and federal law. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers’ compensation, unemployment taxes, and state and federal income tax withholdings.
- 5.10. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage unless such employers are exempt under

ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.

- 5.11. Recipient certifies and represents that (i) the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request, (ii) it was not designated to receive a grant for distribution of ARPA funding directly from any other source to support the Project, and (iii) there is no proceeding pending or threatened against Recipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Recipient to carry out the Project.
- 5.12. Recipient must obtain and maintain insurance in types and amounts customarily carried by Recipient's industry and appropriate for the Project. Additionally, as the Project includes the construction, remodel or repair of real property or improvements to real property, Recipient must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.
- 5.13. Recipient, any subrecipient of Recipient, grantee, contractor, subcontractor, successor, transferee, and assignee of Recipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42U.S.C. § 2000d et seq., as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 5.14. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
- 5.15. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities.

As a resource, the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

- 5.16. Recipient acknowledges and agrees that compliance with these assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
- 5.17. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the U.S. Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
- 5.18. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

6. COUNTY OBLIGATIONS.

- 6.1. This Agreement is contingent upon County having Grant Funds sufficient to fund the Project. The Agreement is effective, and Grant Funds may be disbursed upon execution of this Agreement and the availability of Grant Funds as determined by County in its sole discretion.
- 6.2. The disbursement of Grant Funds by County is contingent upon (i) County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to disburse Grant Funds under this Agreement, (ii) Recipient is not in default under this Agreement, and (iii) Recipient's representations and warranties set forth herein are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- 6.3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with terms of this Agreement or Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement.
- 6.4. County may impose sanctions against Recipient for failing to comply with the terms of this Agreement. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply and County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies or respond and show substantial steps toward cure; provided however, that in no event shall Recipient have more than 45 days to correct the noted deficiencies and if noted deficiencies have not been fully corrected within 45 days the County may impose sanctions against Recipient. One or more of the following sanctions may be imposed if noted deficiencies are not remedied within the time specified in the notice to cure: (i) revocation of this grant award, (ii) withholding of unexpended Grant Funds, if any, (iii)

return of unexpended Grant Funds or repayment of expended Grant Funds, (iv) the barring of Recipient from applying for future assistance, or (v) other remedies that may be incorporated into this Agreement.

- 6.5. County may withhold from disbursement of Grant Funds due to Recipient, or Recipient must return to County within 30 days of County's written demand any Grant Funds, if funds were: (i) paid to Recipient that exceed the amount to which Recipient is entitled, (ii) received by Recipient that remain unexpended or contractually committed for payment of the Project at the end of the Project period, (iii) determined by County or the Treasury to be spent for purposes other than allowable Project activities; or (iv) requested by recipient as payment for deficient activities or materials.
- 6.6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

7. GENERAL PROVISIONS.

- 7.1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
 - 7.1.1. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures or respond to the County addressing said notice in a matter reasonably acceptable to the County in its sole discretion, explaining the steps Recipient is taking to perform..
 - 7.1.2. County or a court of competent jurisdiction determines that federal law, state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described in **Exhibit A** are no longer allowable or no longer eligible for funding proposed by this Agreement.
- 7.2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
 - 7.2.1. Statements, information, or representations in Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement, were false, misleading, fraudulent or misrepresentations; or
 - 7.2.2. There has been a change in circumstances so that information provided in Recipient's application and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant, or representations concerning Recipient's application, or the Project are no longer true or accurate.
- 7.3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
 - 7.3.1. County fails to make payments due under this Agreement, or
 - 7.3.2. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms,

and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.

- 7.4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 7.5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
- 7.6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 7.7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.
- 7.8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
- 7.9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 7.10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement and the attached **Exhibit A** will control over **Exhibit B** or the Project application and documents provided by Recipient to County. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all

necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

- 7.11. All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than other than the rights and obligations under Sections 5.3, 7.2, 7.6., 7.7, 7.8, 7.11, 7.12, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to either party under this Agreement prior to termination.
- 7.12. Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages or any sort arising solely from the termination of this Agreement in accordance with its terms.
- 7.13. Recipient may not assign or transfer its interest in this Agreement without the prior written consent of County and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. County's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 7.14. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees County and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 7.15. Time is of the essence in Recipient's performance of the Project activities under this Agreement.
- 7.16. Recipient and County shall, upon completion of the Project, perform a review. In addition, County may conduct periodic inspections following the execution of this Agreement to verify Project progress and/or completion and to ensure that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.

[remainder of page intentionally blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

RECIPIENT

DocuSigned by:
Samuel Dotson
D320EBC2D4E64BC...
Signature

Samuel Dotson
Name (printed)

CEO
Title

11/13/2024
Date

YAMHILL COUNTY

Signed by:
Lindsay Berschauer
1E3542C8E2074D7...
Signature

Lindsay Berschauer
Name (printed)

Chair, Board of Commissioners
Title

11/13/2024
Date

APPROVED AS TO FORM:

DocuSigned by:
Christian Boenisch
42D9EF9444634DC...
By: Christian Boenisch, County Counsel

Approved by the BOC on:11/7/24
via Board Order No.:24-328

Exhibit A

1. Recipient shall use the Grant Funds for the purposes identified in its application and subject to the applicable eligibility requirements of ARPA and any implementation guidance from the Treasury for its ARPA funding.
2. Recipient represents and warrants that the Grant Funds will be used to cover costs that are necessary expenditures incurred due to:

Fund the deployment of broadband access to unserved and underserved communities throughout the unincorporated areas of Unionvale, Hopewell, and Wheatland in Yamhill County through scalable, sustainable networks and financially viable business plans that serve the above-named communities with reliable, reasonably priced high-speed solutions.

3. Recipient must meet the 25% minimum match requirement.
4. Recipient may not use Grant Funds to cover costs scheduled to be paid for from another source.
5. Recipient represents and warrants that all expenditures of the Grant Funds will comply with ARPA as cited in this Agreement.
6. The Recipient shall promptly notify County of any adverse change in the activities, prospects, or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations under this Agreement.
7. This Agreement and the Grant Funds are federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number is 21.019. Recipient, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.
8. Recipient will provide all necessary financial information and records to comply with ARPA reporting requirements.
9. The use of all Grant Funds paid under this Agreement are subject to all applicable federal regulations.
10. Recipient must ensure that any further distribution or payment of the Grant Funds paid under this Agreement by means of any contract, subgrant or other agreement between Recipient and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.
11. Recipient must complete the Project by December 31, 2026.

Exhibit B

Yamhill County Broadband Fund Application

Directions: Please provide all responses beside each question in the gray shaded area below. Questions requiring attachments are delineated. Please limit all narratives to less than 250 words. However, if necessary, this word limit may be exceeded to respond to the question fully.

1. Application Summary

General Information	
Proposal Title	
Network Purpose (Please check applicable categories)	<input checked="" type="checkbox"/> Last Mile <input type="checkbox"/> Middle-Mile
Technology Type (Please check applicable categories)	<input checked="" type="checkbox"/> Fiber Optic <input type="checkbox"/> Licensed Fixed Wireless <input type="checkbox"/> Hybrid

Applicant Information		
Organization Information		
Organization Legal Name	Alyrica Networks, Inc.	
“Doing Business As” Name		
Mailing Address	526 N 19th Street Philomath, OR 97370	
Website	www.alryica.net	
Federal Employer Identification Number (FEIN)	010602465	
Secretary of State Business ID	3217577	
Primary and Secondary Contacts		
	Primary Contact	Secondary Contact
Name	Samuel Dotson	Kimberli Lipscomb
Title	CEO	Director of Growth
Phone Number	(541) 929-3330	(541) 929-3330
Email Address	sam.dotson@team.alryica.net	kimberli.lipscomb@team.alryica.net
Organization Type		

**Yamhill County Broadband Fund
Application**

Applicant Category (Please select one)	<input checked="" type="checkbox"/> Incorporated Business or Partnership <input type="checkbox"/> Government Entity <input type="checkbox"/> Non-Profit <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (Please state: _____)
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2. Project Dashboard

Project Data					
Financial Information					
Grant Requested	\$ 2,697,372.15	Grant % of Budget	% 74.64%		
Matching Contribution	\$ 916,004.00	Match % of Budget	% 25.35%		
Total Project Budget (\$)	\$ 3,613,376.15				
Matching Contribution Sources (Check Box)	Internal Funding	3 rd Party Financing	Government Entity	Community Stakeholder(s)	In-Kind
	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]	[<input type="checkbox"/>]	[<input type="checkbox"/>]	[<input checked="" type="checkbox"/>]
Other Type of Match Source: Please specify					
Unit Economics					
Cost per Location (passed by wireline or covered by fixed wireless in Proposed Project Area)	Total Budgeted Costs per Location (total budget amount divided by total locations)			\$ 12,166.24	
	Total Grant Cost per Location (total grant amount divided by total locations)			\$ 9,082.06	
	Total Match Contribution per Location (total match divided by total locations)			\$ 3,084.18	
Estimated Linear Density (number of locations per road mile)	12.00				
Communities Served in Project Area					
Number of Communities	3.00				
Locations Passed by Wireline or Covered by Fixed Wireless					
Unserved Locations Below 25/3 Mbps	0.00	Underserved Locations Between 25/3 & 100/20 Mbps	0.00	Total	0.00
	189		108		297

Yamhill County Broadband Fund
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Technology Dashboard

A. Fiber Project: Infrastructure Metrics

Total Fiber Miles			
Fiber Miles by Type (should equal total fiber miles)	New Fiber	Upgraded Fiber	Leased Fiber
	24.60	0.00	0.00
Fiber Miles by Network Purpose (should equal total fiber miles)	Last Mile		Middle Mile
	24.60		0.00

B. Licensed Fixed Wireless Infrastructure Metrics

Number of Towers and/or Poles	New Construction		Leased	0
Number of Base Stations	0			
Wireless Coverage Footprint (Sq. Miles)	0.00			
Spectrum Frequency Band(s) Being Utilized	0			
License Requirement	[<input type="checkbox"/>] License Required; [<input type="checkbox"/>] Unlicensed; [<input type="checkbox"/>] Both			

(*) Licensed spectrum required

Other Project Details

Service Offerings

	Service Offering (download/upload)	Monthly Price
Maximum Speed to Customer Location	2.5/ 2.5 Gbps	\$ 129.99
Minimum Speed to Customer Location	100/ 100 Mbps	\$ 49.99

Community Engagement

Number of Letters of Support Filed	2					
	Gov. Entity	Community Institution	Non-Profit Org.	Telecom Provider	Investment Contributor	Other

Yamhill County Broadband Fund
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Number of Project Partners (by type)						
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3. Executive Summaries

Directions: Please provide a succinct summary of the topics below. Please limit your response to 250 words for each section. This word limit may be exceeded if required to fully respond to the question.

A. Project Overview

Please provide a high-level overview of the project (e.g., consider the program purpose in the NOFO and how this project addresses each component).

This project will include 24.6 fiber miles, passing a total of 297 premises. The network will be capable of delivering 100 M/100M to all premises at the same time. The access layer for this project will take advantage of both GPON and XGS-PON that will provide a shared TDD medium to deliver last mile connectivity to the home. Alyrica will split each XGS-PON lit fiber up to 32 times per strand allowing the network to provide service access to 297 addresses while conserving fiber and minimizing network repair times in case of outage. We will typically utilize CommScope OFDC terminal splice cases in most areas and MSTs to provide connectivity in areas where it is difficult to access and splice. Based on the proposed split ratios and available medium capacity the access layer would be more than capable of providing all 32 customers per segment with a 2.5 Gbps symmetrical service. The distribution layer will connect to existing middle mile fiber available through a lease agreement that will create 10 Gbps upstream connection directly to existing regional internet exchanges. The design for this project will also utilize existing microwave sites for additional backhaul and increased redundancy.

B. Problem Statement

Describe the challenges within your targeted communities. Please address: a) community needs and gaps; b) shortcomings of existing solutions; c) prior attempts to resolve the problem and results.

According to a myriad of broadband mapping sources – including FCC Fabric Map, Oregon Broadband Map, and other resources (ready.net), this project area is almost entirely unserved and underserved by federal and statewide broadband standards.

Shortcomings of Existing Solutions: Through data available through publicly available resources mentioned already, as well as through personal discussions with local business owners and residents, internet access is inconsistent and largely unavailable. There are many residents who report that nearby properties are able to access the internet but are unable to access it themselves. Similarly, several residents report having some access to internet but that it is unreliable and very expensive.

Prior Attempts to Resolve the Problem and Results: Alyrica Networks has received inquiries from customers in Yamhill County for many years. Due to budgetary reasons, Alyrica has been unable to expand it's existing network further into Yamhill County. With the recent public partnerships with Polk County to expand high speed internet access throughout the county, Alyrica is now in a more strategic position to expand services into Yamhill County.

Yamhill County Broadband Fund
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C. Description of Network Solution and Service Offerings

Provide a general overview of your solution, including: a) network technology; b) service offerings (e.g., range of speeds offered); c) programs to enable affordability and digital inclusion; d) other initiatives to bring value to your communities.

Network Technology: Network Technology: Alyrica Networks proposes delivering FTTP (fiber- to- the – premises) connectivity for this project using a 10-Gigabit-capable symmetric passive optical network (XGS-PON). Alyrica’s preferred vendor for this solution is Ubiquiti Networks utilizing their GPON and XGS-PON/ OLT(s) in conjunction with passive WDM filtering equipment at distribution points, and ONT devices inside the customer premises. Alyrica has experience using this technology in previous deployments of similar scope and size. This technology solution will provide 12.5 Gbps DL/ 11.25 Gbps UL of aggregate capacity per fiber strand. Each mainline fiber will have a maximum split ration of 32:1.

Service Offerings: Alyrica offers both FTTP and licensed and unlicensed Fixed Wireless Access (FWA) internet access solutions. Alyrica also offers a VoIP solution for both our residential and business customers.

D. Applicant Background

Please discuss your organization’s mission, operating history, location, employee size, key financial metrics (e.g., revenue, profit, annual capital expenditures, etc.)

Alyrica Networks, headquartered in Philomath, Oregon, is a trusted internet service provider that has been serving the Willamette Valley area for over twenty years and was started by two local brothers. The company’s mission is:

- Sustainably improve the lives of our employees, customers, and community
- Hire, develop, and support exceptional people that take pride in building a better future
- Build a network that will deliver the best customer experience in telecommunications

This Team has successfully fulfilled two other government grants on time and above expectations, showing its ability to meet the objectives it commits to: one for Polk County (two rounds of funding / projects), Oregon, and another for the State of Oregon.

4. Location and Mapping Data

A. Location Overview

Narrative of Geographic Coverage: Please provide a narrative that describes the geographic coverage of the proposed project.

The proposed project is designed to serve the unserved and underserved communities throughout the unincorporated areas of Unionvale, Hopewell, and Wheatland. The proposed service area is located in the south eastern area of the county and borders both neighboring Polk and Marion counties, which are well within Alyrica’s current service area.

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B. Network Map of Proposed Project Area

Network Map: Please include a detailed network map in the Appendix and label it as **“Attachment 4-B”**. Maps should be included in both PDF version and a spatial data version (e.g., .shp, .kmz, or .kml) as an electronic attachment. Please see infrastructure type specific instructions below.

- 1) **Wireline Project:** Please include a route map that shows: a) service area with boundaries; b) lateral miles and middle-mile (different colors); c) all premises served by the network (residents, businesses, farms, institutions); d) all peering points with middle-mile and colocation facilities; e) names of places, boundaries, buildings, road/street names or other features that identify the project coverage area; f) location of any existing and leased facilities (separately color-coded). For middle-mile, please include: meet-me points with last-mile networks; points of interconnection with Internet backbone (e.g., carrier hotel); community access points.

- 2) **Fixed Wireless Project:** The coverage map should show: a) coverage area; b) location of all towers and base stations; c) backhaul between the base stations to aggregation points (e.g., fiber spans or microwave links); d) backhaul link to the Internet backbone; e) location of any existing and leased facilities (separately color-coded).

Confirmation for Attachment 4-B

- Check this box to confirm that a detailed Network Map is included in the Appendix.

C. Broadband Serviceable Locations

List of Locations: Please provide a table of all broadband serviceable locations (BSLs) – this may require access to a CostQuest license.

Confirmation for Attachment 4-C

- Check this box to confirm that a table of BSLs is provided.

D. Community List

List of Communities Served by the Proposed Project Area: Please list all Yamhill communities being served, the number of locations, from the proposed project area, that reside in each community.

Yamhill Community	Total Locations	Percentage of Locations
Unionvale	146	49.15%
Hopewell	132	44.44%
Wheatland	19	6.39%
		0.00%

D. List of Interconnection Points (only for Middle-Mile Projects)

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Interconnection Points (Middle Mile Projects): Please list all points of interconnection. These can include peering points, carrier hotels, colocation facilities, and other examples of where you interconnect with another telecom operator. Please include these in the Appendix and label as **“Attachment 4-D”**.

Middle Mile (Peering Points, Carrier Hotel, Colocation Facility, etc.)

Name	Type (e.g., peering point)	Address
Fiber Interconnection	Peering Point	45.115440, -123.109335

Confirmation for Attachment 4-D

Check this box to confirm that a list of all interconnection points is included in the Appendix.

E. Service Area Overlap with Other Government Funded Programs

Service Area Overlap: Please explain whether your Proposed Project Area overlaps in census blocks that have received federal or state funds for broadband infrastructure deployment. Please name the funding program, and what percentage of the targeted locations fall within these overlap areas.

No overlap that Alyrica is aware of.

Avoiding Duplication: If so, please explain how the funding the from the Yamhill County Broadband Fund is being used only for complementary purposes. Please also confirm that grant requested had not been, or will not be, reimbursed by any other state or federal funding programs.

N/A

5. Project Impact

A. Last-Mile Broadband Impact

Serviceable User Segments: Please state the number of premises passed or covered by the broadband infrastructure for the speed tiers identified below.

Premises in Service Area by User Segment

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		Unserved (lacking wireline or licensed fixed wireless above 25/3 Mbps)		Underserved (having wireline or licensed fixed wireless above 25/3 Mbps but below 100/20 Mbps)	
Current Speed (Mbps)		<25/3	<25/3	<100/20	<100/20
Project-enabled Speed		≥100/100	≥1G/1G	≥100/100	≥1G/1G
Premise Type	Homes		189		108
	Businesses				
	Community Institutions				
	Farms				
Total Premises by Speed		0	189	0	108

Basis for Concluding Unserved or Underserved Status: Please explain the data used to substantiate the targeted locations are unserved or underserved (e.g., Oregon Broadband Map, etc.)

Alyrica Networks utilizes a myriad of publicly available resources, as well as subscription based resources to substantiate the data above. These resources include Oregon Broadband Map, FCC fabric data, and Broadband Money (i.e. ready.net).

Served Locations: The NOFO states that eligible service area are those in which 80% of the household and business locations in the applicant’s Proposed Project Area (PPA) are either unserved and/or underserved; any served locations are only to be included if they are incidental toward targeting the unserved and/or underserved locations.

Please explain whether: a) any served locations are being passed by wireline (or covered by fixed wireless) with speeds greater than 100/20 Mbps; b) if so, why they cannot be avoided by the proposed network; c) what degree they represent of the total targeted locations; d) and whether any such “served” locations are actual unserved or underserved and the justifying data source.

There are a total of 3 addresses within the proposed service area that are considered "served" by the standards established by the State of Oregon, FCC, and this funding opportunity. Excluding these addresses from the design would create construction challenges that would ultimately cause the project to become inviable for Alyrica Networks.

B. Middle-Mile Broadband Impact (if relevant)

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Middle-Mile Deployment: Please explain how the deployment of the proposed middle-mile network facilitates last-mile connectivity to unserved and underserved communities. If an existing middle-mile network is available for access within the Project Area, please explain the challenges that prevent usage of the existing middle-mile facilities.

N/A

C. Social and Economic Benefits DISTINCT OR UNIQUE to Proposed Project Area

Socioeconomic Benefit: Please describe any DISTINCT or UNIQUE socioeconomic and other community benefits enabled by this project for the targeted communities. Please explain the current or planned initiative(s) and how this project serves to catalyze the benefits. Examples follow below.

- **Economic Development:** Housing development, local workforce development programs, attracting new business establishments, attraction and retention of residents, farming efficiency and productivity, tourism growth initiatives, etc.
- **Community Development:** Specific drives to foster Internet adoption, telehealth enrollment initiatives, electric grid modernization, smart-city services
- **Safety and Security:** Enhancement of public safety communications, reduction of mobile coverage gaps, replacement of lines impacted by wildfires, enhancement of communication redundancy and resiliency

Economic Development: Fiber optic internet connectivity will support the economic development of proposed service area by increasing accessibility to previously unattainable employment opportunities (remote work, etc.) and increasing ability for local businesses to participate in e-commerce opportunities. Access to high-speed internet is often a critical factor for many people when selecting a new home. This will make the proposed service area more attractive for prospective homebuyers as well as helping retain current residents. Finally, many existing agricultural farms and businesses (wineries, dairies, etc.) will have the ability to access technology that allows them to fully participate in the digital economy.

Community Development: Access to affordable high-speed allows individuals to be able to access to critical educational and healthcare programs. Access to the internet allows youth, as well as adults of all ages, to

D. Passing or Covering All Unserved and Underserved Locations in Census Blocks Intersected by Proposed Project Area for Last-Mile Networks

Applicants should not “cherry pick” or intentionally avoid locations and areas involving comparatively higher deployment cost, lower adoption rates, or other economic limitations. County staff will engage in mapping review to ensure all locations across a census block, village, town, etc. are covered.

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Commitment to Service All Eligible Locations: Please confirm that the last-mile network passes (through wireline) and/or covers (through fixed wireless) ALL unserved or underserved locations in the targeted communities intersected by the Proposed Project Area.

If not, please explain why your project leaves out some of these unserved or underserved premises located. Please explain how these unconnected locations will otherwise receive broadband in the near future.

Alyrica confirms that the last-mile network passes and / or covers all unserved and underserved locations in the proposed service area through wireline service.

6. Community Engagement

A. Local and Regional Partnerships

Government, Community, and Commercial Partnerships: Please describe collaborative initiatives with partners that aim to provide support around planning, permitting, financing, network deployment, customer adoption, long-term financial viability, and overall project sustainability. Their project support may include streamlining permitting and regulatory requirements, network design planning and deployment, project promotional/awareness, service purchase commitments, matching contribution, revenue commitment (i.e., anchor client), etc. Partners may include the following types of entities (illustrative).

- **Public Entities:** Tribal government, county, municipality, public agency, etc.
- **Community Organizations:** Community institution (school, hospital, higher education institution, etc.) non-profit, research institutions, community organizers, etc.
- **Broadband Service Providers:** Middle-mile or backhaul network operator, ISP's offering retail services over open access networks, telecom network infrastructure owners contributing resources (e.g., towers), etc.

Please do not include in this section the contractors, supply vendors and other services firms being hired. Those will be provided in Section 10.

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Alyrica has an excellent reputation throughout it's service area with a myriad of different communities and partners. An example of this type of partnership can be seen in previous projects with Polk County and Polk County officials. Alyrica has been working on expanding its service area further into Yamhill County for many years and has begun doing so in the communities of Sheridan and Amity. Alyrica has worked hard to successfully create positive relationships in these communities, particularly as it has been able to invest private resources in response to community requests (residents, city officials, businesses, etc). As it relates to this specific project area. Alyrica looks forward to the opportunity to begin creating the same type

B. Identification of Project Partners

List of Partners: Please list all project partners.

Entity	Brief Description of Role	Filed Letter of Support (Y/N)
		--Select One--

C. Evidence of Community Support

Summary Overview of Letters of Support: Please provide an overview of the letters of support, and specifically address: a) number of letters; b) sources; c) degree to which letters are personalized and reflect the unique support of the particular stakeholder; d) process (and any challenges) to solicit the letters.

Alyrica employees spent a significant amount of time with local residents and businesses learning about their internet needs and current level of satisfaction/ dissatisfaction with service and price. As a result of these conversations, Alyrica is including two letters of support for this area. One letter is from a local resident and business owner and the second is from Oregon State Parks.

Appendix for Letters of Support: Please include all Letters of Support in the Appendix. Please label as **“Attachment 6-C”**

Confirmation for Attachment 6-C

Check this box to confirm that Letters of Support are included in the Appendix. Please include a tabular sheet that lists each entity.

Community Survey and Feedback: Please discuss whether you conducted any type of a survey to evaluate the needs, gaps, and overall project support. If so, summarize the results of the survey. Also, if you collected any other feedback from members of your community (e.g., community forum, etc.), please describe that process and summarize the results.

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Alyrica staff spent a significant amount of time speaking with local residents and businesses about their internet needs and satisfaction with level of service and price. Conversations took place in-person as well as over the phone. Through these conversations, it was made evident that many residents and businesses felt dissatisfied with internet availability, reliability, and price. Residents also expressed frustration that some neighbors had internet access while they did not. Alyrica did not conduct a formal survey and as a result will not include attachment 6-C2.

Survey Results: Please attach the results of the survey in the Appendix and label as “Attachment 6-C2”.

Confirmation for Attachment 6-C2

Check this box to confirm that Survey Data, if available, is included in the Appendix.

D. Financial Contribution from Community Stakeholders

Financial Contribution by Community Stakeholders: Please discuss any financial investment that will be made by community members and organizations. Address the following: a) degree of financial contribution from community-based members and institutions; b) in-kind resource commitments from community-based members and institutions; c) evidence to support verification of pledge.

Aside from Alyrica Networks, there will be no other financial contributions involved in this project.

7. Matching Contribution and Demonstration of Financial Need

A. Matching Contribution

Matching Contribution Amount: Total Dollar Amount	\$ 916,004.00	Matching Contribution Percentage: Percentage of Project Budget	25.35%
Match Type: Cash vs. In-Kind (or both)		Cash Match	In-Kind Match
	Amount	\$ 0.00	\$ 916,004.00
	Percentage of Total Budget	0.00%	0.00%

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Match Source: Please provide a narrative that discusses the source(s) of the match.	Alyrica Networks, through in-kind contributions (labor, materials, CPE, etc).		
Evidence: Please describe the type of proof being submitted from each match contributor (e.g., letter of credit for loan, internal funds on balance sheet, signed contract for 3 rd party investment, etc.)	Committed in grant application and proposal.		
Evidence of Matching Contribution (Please include separate attachment and label as “Attachment 7-A”).	Confirmation for Attachment 7-A <input type="checkbox"/> Check this box to confirm that evidence for matching contribution from EACH contributor is included in the Appendix.		
Specific Contributors of Nonstate Match	Match Contributor	Contact Info. (Email and Phone)	Amount (\$)
	N/A	N/A	\$ 0.00
	N/A	N/A	\$ 0.00
	N/A	N/A	\$ 0.00

B. Financial Need for County Grant Support

Narrative on Need for Grant-based Support: Please describe why this project cannot move forward absent the requested grant amount. Please consider discussing:

- Lack of appropriate return in the business case without the subsidy
- Key barriers to financing the project
- Prior attempts to make this investment and challenges that followed
- Other key factors to substantiate financial need

Alyrica received requests for service from residents and businesses in the southern part of Yamhill County for a long time. Over the recent months, Alyrica has been able to partner with local municipalities in nearby communities support expanded coverage and service for local residents. Alyrica would like to be able to continue expanding coverage to the proposed service area but due to the rural nature and lack of existing infrastructure, Alyrica would not be able to provide fiber optic internet service without the subsidy available through the county. Alyrica is proud of it's previous and current partnerships with other nearby counties and regions and hopes to continue that great work in partnership with Yamhill County.

Rationale for Level of Matching Contribution Amount: Achieving the goal of universal broadband availability requires substantial private match contributions that complement grant funding. Please

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describe the justification for the specific amount of matching contribution – and not a higher amount.

In order to ensure projects remain financially viable and that Alyrica is able to see an adequate return on investment, the company has had to identify a maximum cost per passing threshold. Based upon a myriad of factors, including the company’s financial goals as well as previous experience, Alyrica’s maximum cost per passing is \$2,500. The budget for this project allows the company to stay within those parameters while maximizing the use of public dollars to serve as many rural residents with fiber optic connectivity with the funding available.

C. Financial Assessment of Grant Requirement

Financial Return Calculations: Service operators develop and evaluate the project-specific business case that includes upfront capital expenditures, recurring revenues, recurring operating expenses, and other capital replacement (or upgrades) over a 15-20 year period. The analysis helps evaluate the financial health of the project, including return on investment, profitability, net cash inflows vs. outflows, and overall sustainability.

Please calculate the financial return of the project with and without a grant amount to indicate the financial level of need.

	<u>Without Grant</u>	<u>With Grant</u>
(Please see Exhibit C: “Calculation of Metrics”)		
Payback Period Please calculate the payback period with and without the grant. (Years and Months)	187 months	64 months
Project NPV Please state the net present value of the project with and without the grant based on a <u>15 year financial forecast</u> using 12% discount rate. If the firm’s cost of capital is higher, please use that for the discount rate.	(\$2,178,739.32)	\$491, 926.18

Narrative on Financial Metrics Supporting State Grant: Please provide a narrative regarding how the results of the payback period, and NPV analysis with and without the subsidy, justify the specific grant amount requested and the match being contributed.

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Based on the results of the NPV Analysis and Payback Period, the project would not be financially viable for the company without the subsidy through Yamhill County. The analysis revealed that without the grant, the NPV would be -\$2,178,739.32 but would be \$491, 926.18. Additionally, without the grant, the internal rate of return on the project would be -0.50%. However, with the grant, the internal rate of return would be 19.1%. This analysis revealed that without the grant, the company would not be able to pursue this project due to the low return on investment. The subsidy through the county would allow Alyrica to be able to stretch public dollars and serve residents and businesses that have been

Supporting Analysis

Include the supporting analysis in spreadsheet form (copy/paste from Excel). If attached separately, please label as **“Attachment 7-C”**

Confirmation for Attachment 7-C

Check this box to confirm that supporting analysis is provided to show the Payback Period and NPV – with and without the grant.

Exhibit C:

Calculation of Metrics
Payback Period
<p>The payback period involves the time it takes to recover the initial capital investment based on future operating cash flows from the project. Please provide the payback period for your project for two scenarios: 1) without the grant; 2) with the grant. For the second scenario (with the grant), simply include the project budget funded by the matching contribution.</p> <p>Please follow these guidelines:</p> <ul style="list-style-type: none"> • Consider only those after-tax operating cash flows involving revenue and operating expenses for the project. This means do not consider depreciation. • Do not consider any financing expenses (e.g., payment of interest/principal, dividends, etc.) • The first month of the analysis should start when you first start to incur capital expenses. For example, if you first start to incur expenses on 9/15/2024, then the period should start with September 2024. • Express the payback period in years and months. • Please be sure to include the detailed spreadsheet in the Appendix; this should show all sources of project budget and operating cash flows.
Net Present Value
<p>The Net Present Value (NPV) involves the present value of net cash flows taking into account all revenues, operating expenses, and capital investments. An NPV of zero means the project’s rate of return is equal to the discount rate, which for this exercise, should reflect the cost of capital. A negative NPV implies the project fails to earn its cost of capital. The grant should help the applicant earn a rate of return equal to its cost of capital. Please compute the NPV with and without grant support. Please follow these guidelines:</p> <ul style="list-style-type: none"> • The cash flow projections must reflect a <u>15-year period</u>. • The cash flows should include capital investments and operating cash flows. • Operating Cash Flows (OCF) involve all net cash flows generated from the annual operation of the project. Annual OCF equals after-tax operating income plus depreciation.

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- The investments include all upfront and recurring capital expenditures during a 15-year financial forecast period.
- Please apply a discount rate that reflects your weighted average cost of capital (WACC). The WACC reflects the cost of debt (net of taxes) and equity. If you are unsure of what WACC to apply, please apply a 12% cost of capital.
- Please include a terminal value (TV) for the project in Year 15. The TV reflects the value of the project beyond Year 15. Thus, for your analysis, please multiply the net OCF in Year 10 by a factor of “10” – i.e., 10 times the net OCF in Year 15. Please apply this assumption for the TV multiplier.
- Please be sure to include the detailed spreadsheet of the NPV analysis.

D. Match Waiver (if relevant)

Narrative on Match Waiver Requirement: Please explain the reason(s) that prohibit the minimum 25% matching contribution.

Note: Staff will carefully review the evidence and data to determine if the waiver is justified based on the extenuating circumstances. If a proposal is deemed compelling, based on its initial evaluation, but the matching share waiver fails to provide an evidence-based justification, the applicant may be asked to contribute the 25% matching share to receive an award.

No Match Waiver required as Alyrica Networks is able to provide the required 25% matching share.

Match Waiver Letter: Please include separate attachment and label as “**Attachment 7-D**”. The waiver should be a letter from the applicant and addressed to the Justin Hogue, Deputy County Administrator. The letter should explain the reason(s) that impede the 25% minimum matching contribution.

Confirmation for Attachment 7-D

Check this box to confirm to confirm that you filed the match waiver.

8. Project Budget

A. Budget Overview

Budget Narrative: Please provide a narrative for your budget. Identify all major expenditure categories and the total sums for those categories.

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Based upon previous experience in other projects that are similar in scope and size, Alyrica Networks has created a budget that accurately reflects the costs necessary to serve the proposed area. The budget sections and amounts include:

1. Permitting and Regulatory Reviews = \$196,956.25
2. Network Planning and Design = \$121,424.000
3. Network Infrastructure Deployment = \$2,934,172.900
4. Network Equipment = \$109,875.00
5. Customer Premise Equipment = \$93,258.000
6. Personnel = \$89,440.00
7. Grant Administration and Reporting = \$68,250.00

Detailed Project Budget: Please provide a detailed project budget in the Appendix, and label as **“Attachment 8-A”** and include in Appendix. The budget should show all required units of material and labor, cost per unit, and total cost for each line item, and a brief description of the line item. Please refer to the Budget Template on the program website.

Confirmation for Attachment 8-A

Check this box to confirm that the Detailed Project Budget is included in the Appendix

B. Cost Efficiencies

Achieving Cost Efficiencies: Please describe your strategic decisions and actions to drive cost efficiencies. Please consider discussing:

- Technology and network design
- Procurement initiatives to invite a competitive response for supply and labor
- Other

** Please note that your procurement practices must abide by federal and state laws.

Alyrica takes a multi-vendor approach for material and vendor procurement to mitigate the risks of long lead times or contractor constraints. With millions of dollars in broadband infrastructure funding coming to Oregon through the Broadband Equity and Access Deployment Program (BEAD), it is critical that operators maintain good working relationships with multiple vendors and contractors. Additionally, providers must be sure to secure contracts early in the planning phase to avoid any unforeseen issues. Alyrica has already completed a large amount of the network design to be able to quickly meet project deadlines.

Leveraging Existing Assets: Please describe how your proposal leverages existing assets. These asserts may include:

- Middle-mile assets (e.g., through IRU’s)
- Last-mile network elements (e.g., co-location facilities, data centers, towers)

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- Non-network resources and assets being contributed (e.g., personnel, premises, offices, etc.)

Alyrica will leverage a myriad of existing assets, including utilizing existing vertical assets to allow for N+1 redundancy. Specifically, Alyrica will utilize two existing tower locations within existing network to provide increased redundancy. This redundancy will ultimately eliminate the risk of network failure in the event any kind of damage occurs to the fiber backhaul line.

Additionally, Alyrica has an experienced internal fiber team that will construct the project. The network design for the proposed service area has already been designed by Alyrica’s Fiber Engineer. That being said, the team is already very familiar with the area and has already started to create relationships with local utility companies and vendors.

C. Cost Metrics

Please complete the following metrics. The costs include all expenditures related to network elements, plant, and placement costs.

Fiber Project

Deployment Cost per Fiber Mile Deployed (Last and/or Middle Mile Project): Please calculate the cost per fiber mile that reflects all planning and constructions costs. The cost elements should include: engineering design; permitting and regulatory reviews; pre-deployment readiness (e.g., make ready, site planning); outside plant materials (e.g., fiber, poles, hardware, conduit, splitters, etc.); labor to deploy network; and construction and project management. Please do not include the costs for network equipment, fiber drops, equipment external to premise (e.g., ONT), or customer premise equipment.

\$114,203.75 per mile

Deployment Cost per Premise Passed: Please calculate the cost per premise passed. The cost elements should include the total costs applied in the prior question and then divided by each premise passed. Please do not include the costs for the fiber drops or equipment to be installed on premise site.

\$9,459 per premise passed

Incremental Cost per Location Connected: Please calculate the incremental cost for each location connected. This includes the fiber drop, external electronics, and any customer premise equipment not charged to the customer.

\$2,336.97 per location connected

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Cost per IRU Fiber-Strand Mile: Please calculate the cost for fiber-strand mile purchased.

N/A

Fixed Wireless Project

Deployment Cost per Premise Covered: Please calculate the cost for each premise covered by the wireless network. The cost elements should include: engineering design; permitting and regulatory reviews; pre-deployment readiness (e.g., site planning); tower site acquisition and construction; backhaul construction; labor for implementation; construction and project management; base station equipment. Please do not include the costs for customer premise equipment (e.g., antennas, modems, Wi-Fi routers, etc.)

9. Project Plan

A. Project Plan Overview

Project Schedule Narrative: Please provide a detailed narrative regarding your project schedule. Please address: a) project start and end dates; b) key dependencies.

Remaining Network Design - Begin November 2024, End December 2024
Remaining Engineering - Begin November 2024, End December 2024
Planning, Permitting, Securing Easements and ROW – Begin November 2024, End May 2025
Pole Replacements and Make Ready – Begin February 2025, End July 2025
Material Procurement – Begin November 2024, End April 2025
Underground Mainline Conduit Boring – Begin March 2025, End October 2025
Aerial Stand, Cable, and Splicing Buildout – Begin August 2025, End January 2026
Aerial Fiber Drops – Begin December 2025, End March 2026
Underground Fiber Drops – Begin August 2025, End January 2026
Customer Installations – Begin August 2025, End June 2026
Marketing and Outreach – Begin November 2024 through December 2026

Government Approvals and Permits: Please address whether all required government approvals and permits for this project to begin construction have been identified and included in the project schedule.

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This includes permissions required from various local and state government authorities (e.g., tribal, municipal, city, township, county, state) regarding such areas as planning, zoning, rights of way, roadwork, railroad crossings, etc. Please also discuss permits required from federal government authorities (e.g., Bureau of Land Management, US Forest Service, etc.).

Please itemize the approvals that will be required prior to project construction with the corresponding entity that will provide approval, and a brief description of the process required to obtain approval. Include the permitting process as a step on the Project Schedule.

Alyrica will need to obtain permits through Yamhill County for any planning, zoning, and rights of way approval. Additionally, Alyrica will need to work closely with the local power provider in the area (Portland General Electric) on any necessary pole replacements.

Detailed Project Schedule: Please include a detailed project schedule in the Appendix and label as **“Attachment 9-A”**. Please address all stages leading to the launch of commercial services – e.g., network design, site work, make ready, environmental assessment, vendor selection, permitting, construction, network testing, premise installation, etc.

Confirmation for Attachment 9-A

Check this box to confirm that the Project Schedule is included in the Appendix

B. Risk Mitigation Strategy

Risk Mitigation Strategy: Please identify: a) all major risk areas; b) potential impact to the project; c) strategies to mitigate those risks. These risks should pertain to key factors that may impede being able to complete this project within budget, on-time, and fully consistent with the proposed scope.

Alyrica is very familiar with constructing and operating fiber networks through previous deployments in nearby areas. While Alyrica’s fiber engineers have spent significant amounts of time designing this project, there is always the risk of unforeseen delays regarding permitting, easements, make ready, and pole replacements. Alyrica has already pursued strategies to mitigate this risk by establishing relationships with local vendors, utility companies, and other industry partners early in the planning and design process.

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**** Other Special Reviews:** Please note that construction projects may require other reviews – e.g., Environmental, Historical Architecture and Resources, Archeological, Paleontological, etc. Please ensure that your project plan reflects the time to apply and obtain these authorizations.

10. **Organizational and Personnel Background**

A. Organization Capability and Track Record

Experience: Please discuss the capabilities, experiences, and track record for your organization and its partners to successfully implement, operate, and sustain this project. Please reference unique resources, market presence, and experience in implementing similar projects.

Project #1:
 Name of Project: Brownsville Fiber Build and Design
 Project Location: Brownsville, OR
 Project Date: January 2020 to August 2022
 Project overview: Alyrica Networks designed and constructed a fiber network throughout the city of Brownville, Oregon. Alyrica paid for the entire project out of pocket without public funding support. The fiber network in Brownsville is owned and operated by Alyrica Networks. Project was completed on time with service made available to 826 addresses.

Project #2:

B. Personnel

Personnel: Please provide a summary of key personnel that will manage this project – e.g., planning, engineering, infrastructure deployment, service roll-out, and growth.

Person	Role	Qualifications
Samuel Dotson	CEO	<ul style="list-style-type: none"> • Veteran, Bachelors Degree, 18 years work experience
Charles Sullivan	Infrastructure Director	<ul style="list-style-type: none"> • Veteran, 9 years work experience
Chase Ballard	Fiber Manager and Engineer	<ul style="list-style-type: none"> • Associates Degree, 7 years work experience
		<ul style="list-style-type: none"> •

Resumes: Please include resumes of these personnel in the Appendix and label as **“Attachment 10-B”**.

Confirmation for Attachment 10-B

Please check this box to confirm that resumes and included in the Appendix

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11. Contractors and Vendor Management

A. Procurement Strategy

Overall Approach: Please discuss your comprehensive procurement strategy to support your effort in the permitting, design, deployment, and testing of the network. Please address the process to identify vendors and solicit bids, and the high-level criteria that will be applied to evaluate bids. Please discuss policies and practices to shift execution risks to vendors for non-delivery (e.g., fixed price contracts, performance bond requirements, etc.)

Alyrica takes a multi-vendor approach for material and vendor procurement to mitigate the risks of long lead times or contractor constraints. Alyrica has strong relationships with a myriad of existing vendors and will continue to develop new relationships as the company grows and begins additional projects. Alyrica has firm processes in place around solicitation of bids and contracts. Alyrica will continue to secure contracts early in the planning phase to avoid any unforeseen issues.

Sole Sourcing: Are there specific vendors that you plan to choose without a future competitive procurement process? If so, please explain the rationale for bypassing the competitive selection process (e.g., recently completed a competitive process; vendor offers a product or service not available by others; long-standing commercial relationship by which bringing aboard a new product may disrupt an existing network).

** Grantees will have to abide by federal and state procurement laws for grant awards.

Alyrica will continue to evaluate new bids in future procurement processes.

B. Leveraging Local and Regional Firms and Contractors

Strategy to Leverage Local/Regional Workforce Participation: Please discuss your strategy to leverage local and regional firms and contractors to design, plan, deploy, and operate the project. Key topics for discussion can include: outreach activities; apprenticeship programs; collaboration with local community colleges to provide training; etc. Discuss your organization's history and track record of using local and regional firms, and how the experience and relationships will be applied to this project.

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Alyrica Networks has 48 employees who support various functions of the company. This includes sales, marketing, fiber engineering and construction, network operations, finance, and customer support. Alyrica is proud to partner with local higher learning institutions on a variety of initiatives, including workforce development and recruitment. In addition to partnering with local learning institutions, Alyrica hosts local middle and high school teachers to educate them on job opportunities for their students in the internet service provider industry. Alyrica also has great success in publicly posting recruitment opportunities online through websites such as Indeed.com

12. Technology and Network Design

A. Technology and Engineering System

Technology and Engineering System: Please provide details regarding the network technology, including: a) architecture; b) standards; c) equipment; d) vendors (if already chosen); e) design parameters used in the system (e.g., oversubscription ratio calculations, available bandwidth consumption per user, link loss, data rates per link, redundancy requirements, and technical specifications). For wireless projects, please also include propagation assumptions and underlying evidence. For alternative technologies, please address technical and engineering dimensions to assist program staff in understanding the network.

Alyrica Networks intends on delivering FTTP connectivity using a 10-Gigabit-capable symmetric passive optical network (XGS-PON). Alyrica's preferred vendor for this solution is Ubiquiti Networks utilizing their GPON and XGS-PON/ OLT(s) in conjunction with passive WDM filtering equipment at distribution points, and ONT devices inside the customer premises. Alyrica has extensive experience using this technology in previous deployments of similar scope and size. This technology solution will provide 12.5 Gbps DL/ 11.25 Gbps UL of aggregate capacity per fiber strand. Each mainline fiber will have a maximum split ratio of 32:1. This project will include 24.6 fiber miles, passing a total of 297 premises.

B. Network Capacity and Scalability

Network Capacity and Speeds: Please address: a) available network capacity offered by technology; b) how this capacity supports the adoption rates and speeds listed in the service offerings; c) the ability to deliver symmetrical 100 Mbps today; if not, evidence that the installed broadband infrastructure can deliver 100/20 Mbps today and is scalable to speeds of at least symmetrical 100 Mbps.

The network will be capable of delivering 100 M/100M to all premises at the same time. The access layer for this project will take advantage of both GPON and XGS-PON that will provide a shared TDD medium to deliver last mile connectivity to the home. Alyrica will split each XGS-PON lit fiber up to 32 times per strand allowing the network to provide service access to 297 addresses while conserving fiber and minimizing network repair times in case of outage. Alyrica will typically utilize CommScope OFDC terminal splice cases in most areas and MSTs to provide connectivity in areas where it is difficult to access and splice. Based on

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Future-Proofing Today's Investment: Please discuss the scalability of the proposed network and technology solution, by addressing: a) process and required investment for upgrading capacity in the future (e.g., equipment upgrades, purchase of higher-capacity backhaul transport); b) the useful life of the assets; c) technology roadmap with regard to forecasted speeds in 10 years.

XGS OLTs/ONUs will be capable of delivering symmetrical speeds of 2.5 Gbps. Upstream connectivity will be delivered by both a 10 Gbps middle mile fiber lease and a middle mile licensed microwave backhaul which provides capacity and redundancy to the network. Backhaul fiber will terminate at an Alyrica occupied datacenter/co-location is upgradable should customer demand increase.

13. Marketing and Services Strategy

A. Service Packages

Please include the following: a) list of service packages (download/upload) for all your targeted customer segments; b) price points for each package and other recurring fees (e.g., Wi-Fi router rental); c) ability to purchase unbundled Internet (i.e., broadband service without having to purchase other services); d) specific contractual terms required to purchase service; e) non-recurring charges (e.g., equipment, installation, and any other non-recurring fees); f) any restrictions.

Alyrica Networks believes in transparent pricing with no hidden taxes or fees and provides a price lock guarantee for all our customers. When customers sign up for service with us, we are proud to be able to assure them that their fees will never change. This helps provide a sense of security and predictability for our customers as they budget for their internet needs.

Historically, Alyrica Networks has always participated in the Affordable Connectivity Program (ACP). Prior to the Affordable Connectivity Program, Alyrica participated in the Emergency Broadband Benefit Program. Considering the recent change and elimination of the ACP program, Alyrica is actively becoming a participating provider under the Oregon Lifeline Program and Federal Lifeline Program. Together, these combined programs will provide up to \$19.25/month in broadband bill discounts for eligible customers.

List of Service Packages and Pricing: Please include your proposed services and pricing in the Appendix and Label as **“Appendix 14-A.”**

Note: The Award Agreement will require a commitment to offering these services at the noted prices for the next five years.

Confirmation for Attachment 14-A

Please check this box to confirm that a list of your offerings and pricing is included in the Appendix

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B. Price Points Comparable to Rates in Competitive, Urban Markets

Narrative on Competitive Pricing: Please explain whether prices are commensurate with prices in urban, competitive markets. In addition, for last-mile projects, please review the FCC's Urban Rate Survey at the following link, and provide a narrative on how your rates compare to the most competitive rates listed for your service tiers. <https://www.fcc.gov/economics-analytics/industry-analysis-division/urban-rate-survey-data-resources>.

Alyrica Networks offers competitive pricing for all service plans. Service plan prices are within competitive rates provided by the FCC's Urban Rate Survey.

C. Open Access Plan

Open Access Policies and Programs for Middle-Mile: Please address the following: a) policies to enable 3rd party ISPs to purchase wholesale services and serve retail customers; b) wholesale services and rates; c) details regarding the identification of retail ISP partners and status of contract negotiations (e.g., MoU, signed commitment); d) required commitment to lease dark fiber strands to any 3rd party, acting in good faith, through an operating and capital lease (e.g., IRU) that enables them to have control over their purchased fiber strands.

Alyrica Networks is not a wholesale provider. However, the company is committed to ensuring that open access solutions align with the unique goals and initiatives identified by Yamhill County for the benefit of community members to the greatest extent possible. To that end, If selected to move forward in this selection process for this funding opportunity, Alyrica Networks is open to further discussion and negotiations around appropriate solutions for open access.

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14. Affordability and Adoption Assistance

A. Low Price Service Tier

Please address your pricing strategy and programs that may involve: a) special programs and partnerships that provide discounts to economically disadvantaged customers or institutions with limited budgets (e.g., community institutions); b) entry-level service tier(s) that provide minimum level of broadband (e.g., 100/20 Mbps) for an affordable rate.

To ensure that members of our community can access high-speed internet at an affordable price, Alyrica offers symmetrical 100 Mbps (fiber and fixed wireless) in many regions for \$49.99 per month. Given the recent elimination of federal broadband discount programs, Alyrica believes that committing to providing affordable internet service to its customers is more important than ever before.

Alyrica is committed to serving our local community in meaningful ways, and commitment to affordable and transparent prices helps support that mission. With future broadband assistance programs, Alyrica will be better able to assist customers in getting an affordable connection. In addition to providing access to helpful programs, Alyrica provides highly competitive rates when compared to non-promotional pricing of other providers. Alyrica believes in transparent pricing so that customers know what they're getting and what it will cost. Customers will never see a price increase as long as they have that plan. This practice allows our

Please also discuss how you plan to participate in existing or future programs to serve qualifying low-income households (e.g., FCC's Affordable Connectivity Program (ACP) and Lifeline Program)

Historically, Alyrica Networks has always participated in the Affordable Connectivity Program (ACP). Prior to the Affordable Connectivity Program, Alyrica participated in the Emergency Broadband Benefit Program. Considering the recent change and elimination of the ACP program, Alyrica is actively becoming a participating provider under the Oregon Lifeline Program and Federal Lifeline Program. Together, these combined programs will provide up to \$19.25/month in broadband bill discounts for eligible customers.

B. Programs to Foster Adoption

Please provide: a) detailed description of broadband adoption activities planned for project – e.g., access to low-cost devices, digital literacy training, technical support, community Wi-Fi networks, etc.; b) technology strategies to enable adoption to general public (e.g., community networks that provide free public Wi-Fi, others).

Alyrica Networks has partnered with local Child Advocacy Centers to deliver free digital safety and skills training derived from a nationally recognized evidence-based curriculum and has been delivering the training in nearby communities over the past year. Curriculum topics are designed to protect our most vulnerable populations from online predators, hackers, and scammers. Alyrica hopes to continue offering these trainings as opportunities arise.

Additionally, Alyrica's preferred router vendor (Eero) offers a myriad of safety controls, which Alyrica advertises to all new customers upon sign up.

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15. Financial Standing

A. Financial Sustainability

Narrative on Financial Sustainability: Please provide a detailed narrative regarding the key drivers of financial sustainability of this project. Please address: the following: a) minimum take rate (i.e., percentage of passed or covered premises that become customers) required to achieve positive operating cash flow; b) managing growth of operating expenditures to be in line with revenue growth; c) duration (years and months) to achieve positive operating cash flow.

Alyrica would need to see a minimum take rate of 15% in order to achieve positive cash flow on a monthly recurring basis. This would include a total of 45 customers in total (total homes passed of 297), with 2 new customers each month until achieved 15% take rate. At a take rate of 15%, it would take Alyrica approximately 72 years to see the return on investment.

Financial Sustainability Risks: Please discuss key risks to financial sustainability and mitigation plans, including: a) competition risks that could impede targeted customer penetration rates; b) adoption risks by customers; c) liquidity risk (if the project is taking on debt).

While a minimum 15% take rate would be required in order to see a positive cash flow each month, Alyrica anticipates a take rate of closer to 75 – 100% due to lack of providers in the area. According to resources such as the Oregon Broadband Map and the FCC fabric map, the proposed service area is nearly 100% unserved and underserved. Alyrica believes that its positive reputation within the community, along with its highly competitive rates, will help to foster increased adoption among new customers.

Pro Forma Financial Statements: Please provide detailed financial forecasts for the first 15 years of the project, including: a) income statement; b) cash flow statement; c) balance sheet. These financial statements should be for this project only. The numbers should be consistent with other financial information provided in the application – e.g., Project Budget, Match Amount, Payback/NPV analysis, etc. Please include these pro forma statements in Appendix and label as **“Attachment 16-A”**.

Confirmation for Attachment 16-A

Please check box to confirm that you have provided a financial forecast spanning 10 years in the Appendix.

B. Historic Financial Statements

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Audited Financial Statements: Please provide two years of audited financial statements. Include a copy in the Appendix and label as **“Attachment 16-B”** . If not, please explain why you cannot include audited statements.

Confirmation for Attachment 16-B

Please check this box to confirm that two years of audited statements are included in the Appendix.

A. Appendix – Required Attachments

Please include the following documents as attachments. The lack of any of these documents may deem the application incomplete. Also, feel free to include other attachments that convey additional relevant information regarding your service area, network, business model, and organization.

Attachments		
Attachment Number	Purpose	Required Status
Attachment 4-B	• Service Area Map (PDF and electronic version)	• Required
Attachment 4-C	• Table of Broadband Serviceable Locations	• Required
Attachment 4-D	• List of Interconnection Points	• Optional (Middle-Mile Projects)
Attachment 6-C	• Letters of Support	• Required
Attachment 6-C2	• Community Survey Data	• Optional
Attachment 7-A	• Evidence of Matching Contribution	• Required
Attachment 7-C	• Financial Analysis of Payback Period and NPV	• Required
Attachment 8-A	• Detailed Project Budget	• Required
Attachment 9-A	• Project Schedule	• Required
Attachment 10-B	• Resumes of Key Personnel	• Required
Attachment 14-A	• List of Service Offerings and Pricing Schedule	• Required
Attachment 16-A	• Pro Forma Financials	• Required
Attachment 16-B	• Audited Financial Statements (Two Years)	• Required

Yamhill County Broadband Fund
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[End of Application Packet]

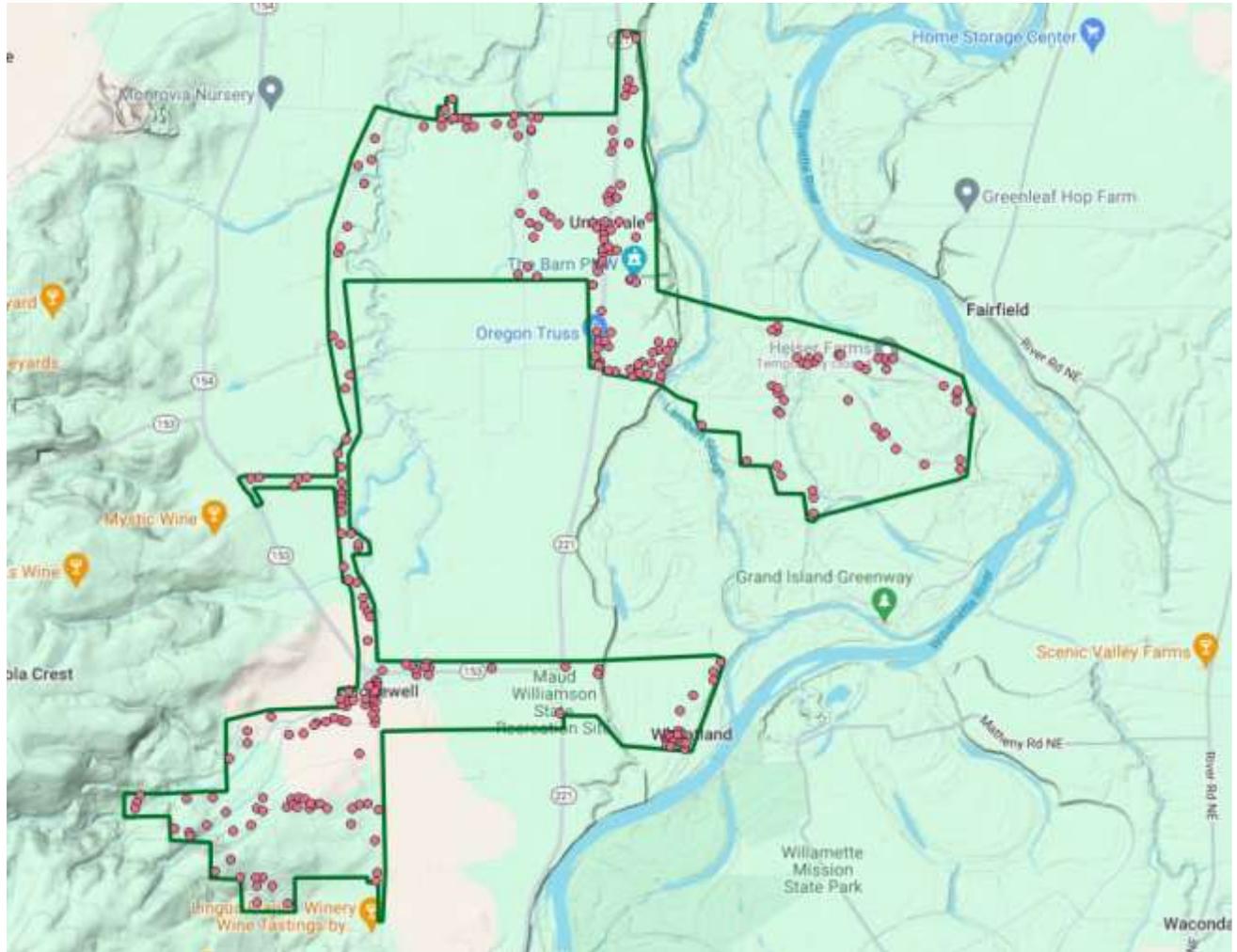
Attachment 4-B

Alyrica Networks

Yamhill County Broadband Fund Application

**Electronic Spatial Data Emailed Upon Submission*

Proposed Project Area Overview



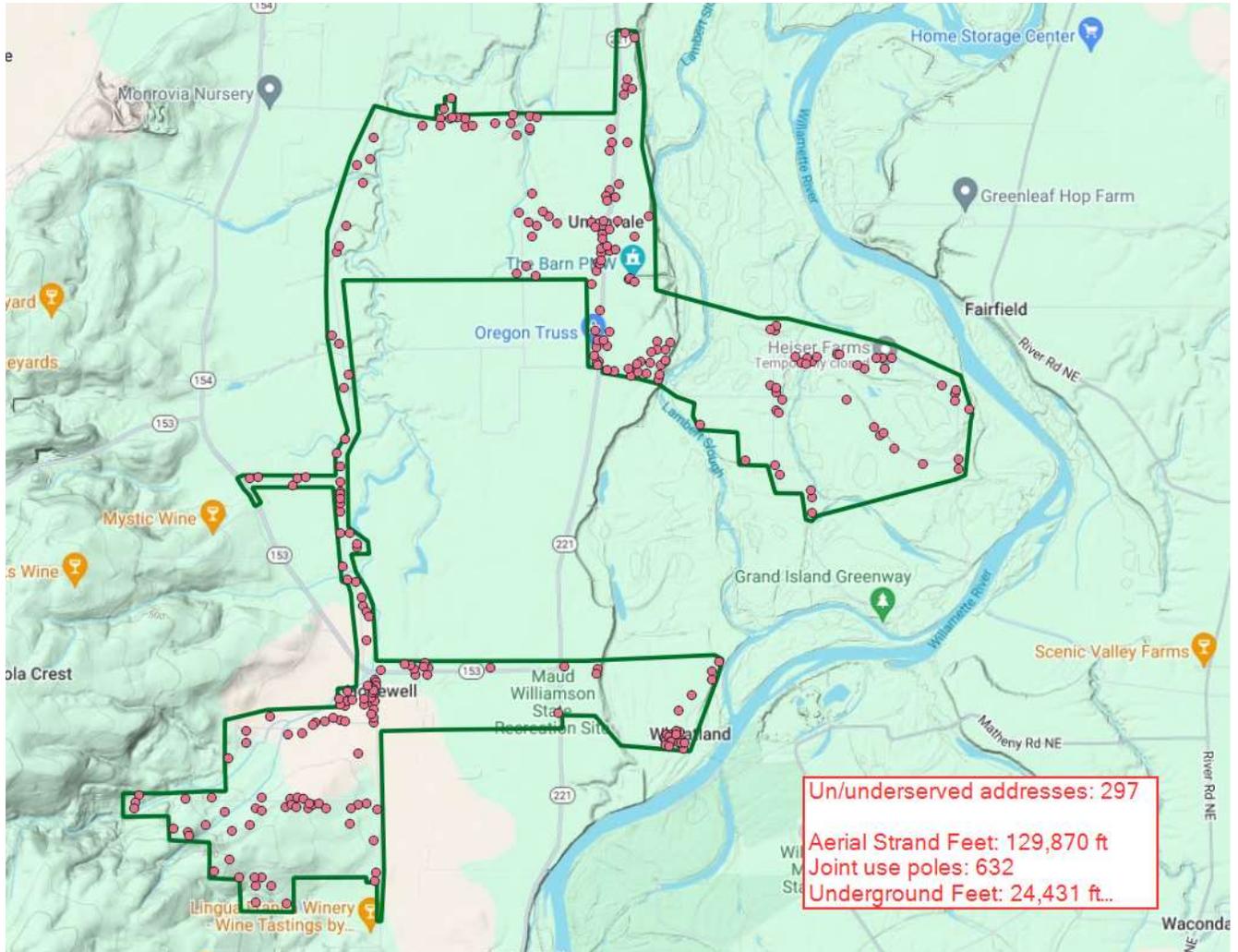
Attachment 4-B

Alyrica Networks

Yamhill County Broadband Fund Application

**Electronic Spatial Data Emailed Upon Submission*

Address Level Data



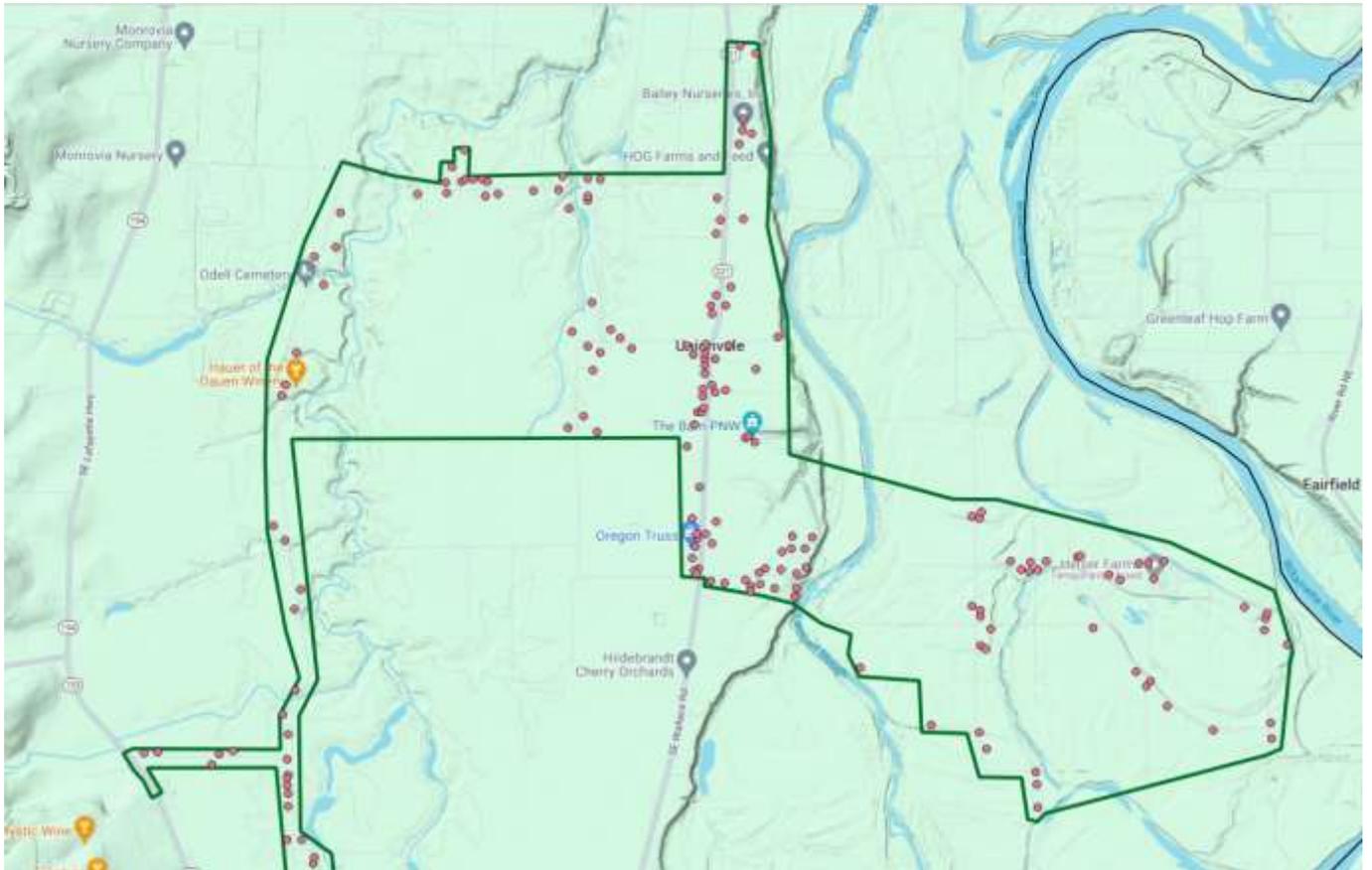
Attachment 4-B

Alyrica Networks

Yamhill County Broadband Fund Application

**Electronic Spatial Data Emailed Upon Submission*

Northern Area Overview



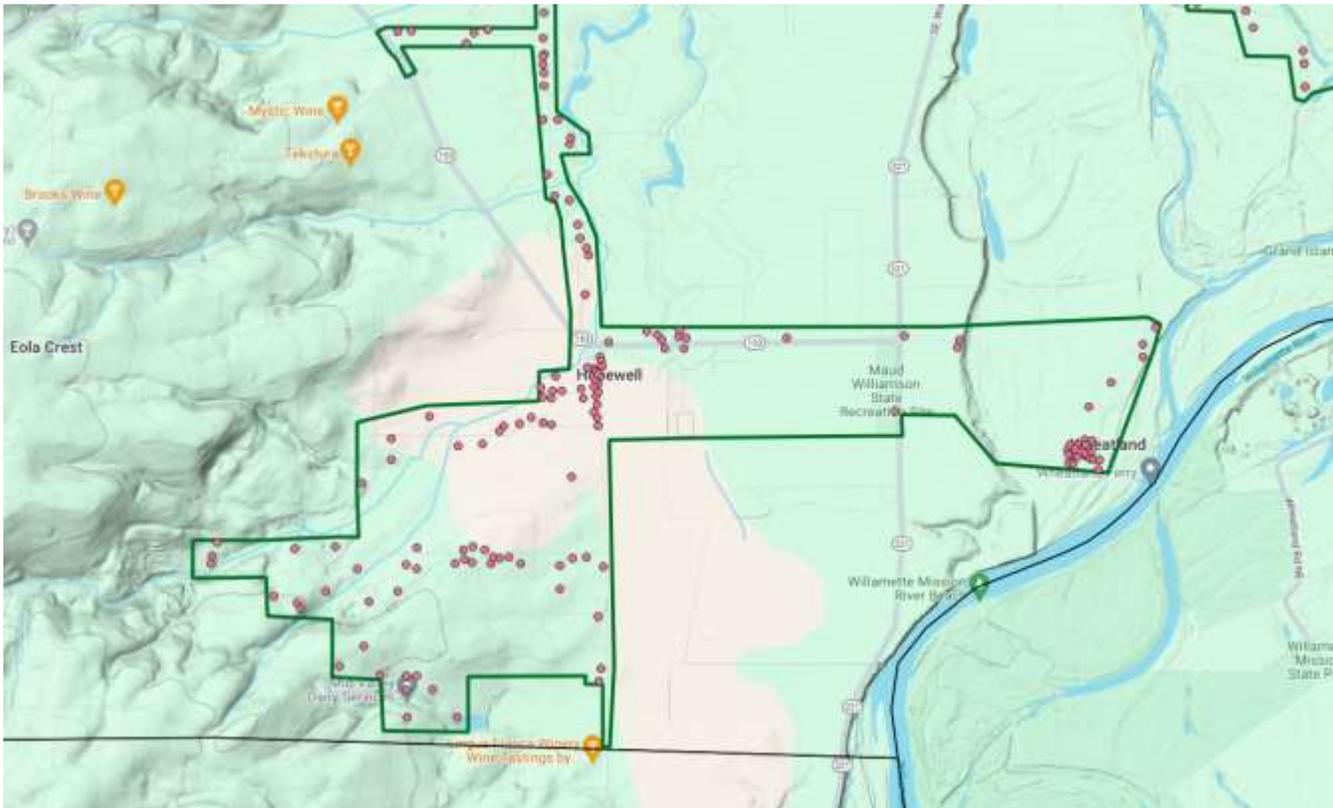
Attachment 4-B

Alyrica Networks

Yamhill County Broadband Fund Application

**Electronic Spatial Data Emailed Upon Submission*

Southern Area Overview



Attachment 4-B

Alyrica Networks

Yamhill County Broadband Fund Application

**Electronic Spatial Data Emailed Upon Submission*

Detailed Design Example



Attachment 4-C

wkt_geom	address	Multi_addr	LATITUDE	LONGITUDE
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Attachment 4-D

Alyrica Networks

Yamhill County Broadband Fund Application

1. Fiber Interconnection Point
Peering Location
45.115440, -123.109335

Yamhill County Broadband Fund
 Project Budget - Alyrica Networks
 Version (April 8, 2024)

ATTACHMENT 8-A

Overview: This budget template serves to identify all project expenditures, including:
 * Specific cost element, units, unit price
 * Total amount and allocation between grant vs. matching contribution
 * Short narrative of the cost element
 Note: Please add more rows as required.

Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Matching Contribution per Cost Element (Color Red if In-Kind)	Matching Contributor Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
Application Preparation Costs related to preparing an application				\$ -	\$ -	0	\$ -	0	
				\$ -	\$ -	0	\$ -	0	
Market Assessment Data gathering, feasibility studies, community engagement, public feedback processes, digital equity assessments and planning, needs assessment				\$ -	\$ -	0	\$ -	0	
				\$ -	\$ -	0	\$ -	0	
Permitting and Regulatory Reviews Upfront costs for rights of way, easement and condemnation; acquiring permits; costs associated with satisfying the environmental, historical and cultural assessment, reviews, and mitigation	Jurisdictional Permits	20	\$ 150.00	\$ 3,000.00	\$ 3,000.00	1	\$ -	0	Permits for the various jurisdictions of the project. ODOT, county, etc.
	Surveys and Securing Easements	15	\$ 3,500.00	\$ 52,500.00	\$ 52,500.00	1	\$ -	0	Funds for property line easements or to secure easements for the project.
	Environmental Review and Abatement	1	\$ 81,487.00	\$ 81,487.00	\$ 81,487.00	1	\$ -	0	Funds to be expended in environmental reviews for the project.
	PG&E NIJNS - Applications, Pre/Post Inspection Fees	495	\$ 171.15	\$ 83,629.25	\$ 83,629.25	1	\$ -	0	PG&E combined fees for joint use management and pre/post inspection, NIJNS comm
Network Planning and Design Architectural and engineering design; field visits to confirm design	Pole OSP Engineering	1	\$ 121,424.00	\$ 121,424.00	\$ 121,424.00	1	\$ -	0	Fielding, engineering, PLAs (PE Stamps), Slack Spans and Permitting for OSP.
Network Infrastructure Deployment Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: * Materials for cables, conduits, ducts, poles, towers, repeaters, etc. * Labor for installation * Site planning and preparation work (e.g., make ready which involves moving existing cable attachments on utility poles, pole replacements, reinforcements, etc.) * Project management	Aerial OSP Construction	128870	\$ 8.29	\$ 1,076,622.30	\$ 1,076,622.30	1	\$ -	0	All in cost for material, labor, travel, etc. for mainline aerial OSP construction
	Drilled OSP Construction	9520	\$ 56.73	\$ 540,069.60	\$ 540,069.60	1	\$ -	0	All in cost for labor and materials for underground drilled mainline construction
	Power and Comms Minor Make Ready	89	\$ 750.00	\$ 66,750.00	\$ 66,750.00	1	\$ -	0	Estimated upper limit for minor power and communication make ready costs prior t
	Power Major Make Ready - Pole Replacements	29	\$ 15,000.00	\$ 435,000.00	\$ 435,000.00	1	\$ -	0	Estimated upper limit for pole replacements, will not know exact number until pole
	Drop Construction - Labor	297	\$ 2021	\$ 600,831.00	\$ 600,831.00	0	\$ 600,831.00	1	Alyrica contribution, All in cost for labor and materials for dropline installation to th
	OSP Splicing	164	\$ 350.00	\$ 57,400.00	\$ 57,400.00	0	\$ 57,400.00	1	Splicing for mainline OSP mainline, terminal cases and MSTs
Network Equipment - Last-Mile: Electronics necessary to deliver service to an end user including, but not limited to optical line terminal (OLT), optical network terminals (ONT), routers, switches, firewalls, wireless radio equipment, antennae, access points, and any necessary equipment shelters. - Middle-Mile: Electronics necessary to deliver backhaul and middle-mile services	OLTs	2	\$ 4,800.00	\$ 9,600.00	\$ 9,600.00	1	\$ -	0	XGS OLTs
	UPS	1	\$ 1,697.00	\$ 1,697.00	\$ 1,697.00	1	\$ -	0	Uninterruptible power supplies and PDUs
	Batteries	4	\$ 400.00	\$ 1,600.00	\$ 1,600.00	1	\$ -	0	Battery backups
	Network Shelter	1	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	1	\$ -	0	Networking shelter for powered electronics
	Misc. (site prep, placement, racks, etc.)	1	\$ 2,153.00	\$ 2,153.00	\$ 2,153.00	1	\$ -	0	Costs to construct, place, and wire networking shelter
	Network Shelter Splicing	1	\$ 6,825.00	\$ 6,825.00	\$ 6,825.00	0	\$ 6,825.00	1	Alyrica contribution, All splicing in the network shelter.
	NRC for redundant upstream connection	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	1	\$ -	0	All in cost for permitting, labor and materials for tower to provide N+1 redundancy!
Customer Premise Equipment Equipment placed within the premise to enable end-user connectivity (e.g., routers, modems, etc.)	Demarc Enclosure	297	\$ 24.00	\$ 7,128.00	\$ 7,128.00	0	\$ 7,128.00	1	Alyrica contribution, Customer Premise Enclosure
	Router	297	\$ 120.00	\$ 35,640.00	\$ 35,640.00	0	\$ 35,640.00	1	Alyrica contribution, Customer Router
	XGS ONU	297	\$ 150.00	\$ 44,550.00	\$ 44,550.00	0	\$ 44,550.00	1	Alyrica contribution, Customer ONU
	Feedlines	297	\$ 20.00	\$ 5,940.00	\$ 5,940.00	0	\$ 5,940.00	1	Alyrica contribution, Feedline for install
Long-Term Leases Cost of long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use (IRU) agreements and capital leases				\$ -	\$ -	0	\$ -	0	
				\$ -	\$ -	0	\$ -	0	
				\$ -	\$ -	0	\$ -	0	
				\$ -	\$ -	0	\$ -	0	
Personnel Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the project (such as project managers, program directors, subject matter experts, grant administrators, financial analysts, accountants, and attorneys)	Infrastructure Director	260	\$ 64.00	\$ 16,640.00	\$ 16,640.00	0	\$ 16,640.00	1	Alyrica contribution, Salaries and estimated share of project hours
	Fiber Manager	520	\$ 52.50	\$ 27,300.00	\$ 27,300.00	0	\$ 27,300.00	1	Alyrica contribution, Salaries and estimated share of project hours
	Fiber Engineer	520	\$ 52.50	\$ 27,300.00	\$ 27,300.00	0	\$ 27,300.00	1	Alyrica contribution, Salaries and estimated share of project hours
	Network Engineering	260	\$ 70.00	\$ 18,200.00	\$ 18,200.00	0	\$ 18,200.00	1	Alyrica contribution, Salaries and estimated share of project hours
Grants Administration and Reporting * Costs associated with the collection, monitoring, and the reporting of data regarding project execution, spending, outcomes, and performance measures to enable compliance with reporting requirements and activities to support program evaluation (during the project period)	Reporting	125	\$ 50.00	\$ 6,250.00	\$ 6,250.00	0	\$ 6,250.00	1	Alyrica contribution, contracted reporting
	Project Management and Tracking	1	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	0	\$ 62,000.00	1	Alyrica contribution, Project and contractor management
				\$ -	\$ -	0	\$ -	0	
				\$ -	\$ -	0	\$ -	0	

Total	\$ 3,613,376.150	\$ 2,697,372.150	0.746496362	\$ 916,004.000	0.253503638
(Total Cost)		(Total Grant Amount)		(Total Matching Contribution)	

ATTACHMENT 9-A
 Yamhill County Broadband Fund
 Project Schedule

Directions

- Please list key tasks and activities, start and end dates, and a brief summary of noteworthy points to demonstrate the reasonableness of the dates.
- An applicant may add additional rows for the activity, or create additional project areas (if required) to reflect a comprehensive project schedule.
- The project plan should reflect those activities that occur after an award agreement is signed. Any pre-award activities that involve eligible expenditures should also be listed. As noted in the NOFO, such pre-award activities must have occurred after the publication of the NOFO.
- Given the segmentation of activities by project area, the activities should be time sequential for any specific project area, but not necessarily for the table as a whole.

Project Area	Activity (e.g., tasks, actions)	Target Start Date (Month/Year)	Target End Date (Month/Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
Market Assessment	<ul style="list-style-type: none"> • Surveys, research through public maps 	May 2024	November 2024	<ul style="list-style-type: none"> • Work closely with broadband office and utilize all available resources
Network and Engineering Design	<ul style="list-style-type: none"> • Research and study geographic area 	May 2024	June 2024	<ul style="list-style-type: none"> • Drive routes and research poles
	<ul style="list-style-type: none"> • Alyrica internal fiber engineers design network 	May 2024	December 2024	<ul style="list-style-type: none"> • Utilize internal software to design network, begin building relationships with vendors
Permitting (right of way, easements, etc.)	<ul style="list-style-type: none"> • Work with county, local utility, and any other agency necessary for permit approval 	November 2024	May 2025	<ul style="list-style-type: none"> • Begin conversations and relationship building early to prevent long lead times on approval
Environmental Assessment	<ul style="list-style-type: none"> • Work with local agencies on any requirements associated with environmental assessments 	November 2024	May 2025	<ul style="list-style-type: none"> • Participate in all processes and procedures as required for environmental assessments and approvals

ATTACHMENT 9-A
 Yamhill County Broadband Fund
 Project Schedule

Site Preparation	<ul style="list-style-type: none"> Alyrica’s internal fiber team begin necessary construction for cabinet locations, etc. 	March 2025	October 2025	<ul style="list-style-type: none"> Ensure design and plans are final and accurate prior to beginning construction
Workforce Development	<ul style="list-style-type: none"> Continue to work with local job recruiting sources (community colleges, job fairs, online postings, etc.) 	November 2024	October 2025	<ul style="list-style-type: none"> Work with HR and BOLI to ensure all job descriptions are accurate and compliant with law prior to posting
Vendor Selection and Procurement	<ul style="list-style-type: none"> Work with myriad of vendors to facilitate fair and diverse procurement practices 	November 2024	April 2025	<ul style="list-style-type: none"> Work with current vendors early in the procurement process to prevent unnecessary delays, research new potential vendors
Network Deployment/ Construction	<ul style="list-style-type: none"> Underground Mainline Conduit Boring Aerial Stand, Cable, and Splicing Buildout Aerial Fiber Drops Underground Fiber Drops 	March 2025	March 2025	<ul style="list-style-type: none"> Begin all necessary construction (mainline, aerial, and underground), communicate and work with local county permitting officials, residents, and businesses early on in the process to ensure there are no delays in timeline
Network Testing	<ul style="list-style-type: none"> Alyrica’s internal Network Engineers monitor network 	March 2025	December 2025	<ul style="list-style-type: none"> Alyrica’s internal networking team continuously conduct quality control testing to ensure network is operating optimally
Development and Launch of Marketing Strategy and Sales Programs	<ul style="list-style-type: none"> Conduct regular marketing and outreach to residents and businesses within local community 	November 2024	December 2026	<ul style="list-style-type: none"> Send mailers, deliver door hanging marketing materials, yard signs, and other forms of electronic and printed media to market services and conduct outreach
Development and Launch of Adoption Assistance Programs	<ul style="list-style-type: none"> Become participant in Oregon Lifeline Program Partner with local digital skills training efforts, local learning institutions, and 	November 2024		<ul style="list-style-type: none"> Alyrica will continue conducting digital inclusion and digital equity practices with community partners - including participating in Oregon’s Lifeline Program which includes a

ATTACHMENT 9-A
 Yamhill County Broadband Fund
 Project Schedule

	other digital equity initiatives to help ensure community members can access, afford, and use the internet safely			monthly broadband discount for low income customers
Launch of Commercial Service	<ul style="list-style-type: none"> Begin selling service to potential customers 	August 2025	June 2026	<ul style="list-style-type: none"> Ensure marketing material is continuously distributed
Customer Installations	<ul style="list-style-type: none"> Begin installing customers 	August 2025	June 2026 / Ongoing	<ul style="list-style-type: none"> Begin installing customers to new service

Attachment 14-A List of Service Offerings and Pricing Schedule

Residential Internet Plans

	Name	Plan Speed	Price
Standard Wireless (UBNT, Cambium)	Essential	Up to 10/2 Mbps	\$59.99
	Streaming	Up to 25/5 Mbps	\$69.99
	Gaming	Up to 40/10Mbps	\$79.99
	Unlocked	60 Mbps Average	\$99.99
Next Generation Wireless (Tarana)	Essential	50/10 Mbps	\$59.99
	Streaming	100/20 Mbps	\$69.99
	Gaming	200/40 Mbps	\$79.99
	Unlocked	400/50 Mbps	\$99.99
Fiber	Fiber 100	100/20 Mbps	\$49.99
	Fiber 250	250/50 Mbps	\$69.99
	Fiber 500	500/100 Mbps	\$79.99
	Fiber 1000	1000/200 Mbps	\$99.99
	Fiber 2500	2500/2500 Mbps	\$149.99

Business Internet Plans

	Name	Plan Speed	Price
Standard Wireless (UBNT, Cambium)	Small Business	25/5 Mbps	\$119.99
	Large Business	40/10 Mbps	\$149.99
Next Generation Wireless (Tarana)	Business Wireless 100	100/20 Mbps	\$119.99
	Business Wireless 200	200/40 Mbps	\$129.99
	Business Wireless 400	400/50 Mbps	\$149.99
Fiber	Fiber 100	100/50 Mbps	\$99.99
	Fiber 250	250/100 Mbps	\$149.99
	Fiber 500	500/250 Mbps	\$199.99
	Fiber 1000	1000/500 Mbps	\$299.99
	Fiber 2500	2500/2500 Mbps	\$399.99