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Broadband Deployment Advisory Committee

*State Model Code for Accelerating Broadband
Infrastructure Deployment and Investment*

FINAL APPROVED SECTIONS

**State Model Code for Accelerating Broadband Infrastructure
Deployment and Investment**

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ARTICLE 1: SHORT TITLE AND PURPOSE

State Model Code for Accelerating Broadband Infrastructure Deployment and Investment¹

1. Short Title.

The Title of this Act shall be the State Broadband Infrastructure Deployment Act.

2. Purpose.

- a. It is hereby declared to be the public policy of this State to encourage the development and deployment of broadband infrastructure to better serve the public and further industrial economic development in this State. The State recognizes that both fixed and mobile, including satellite, broadband infrastructure are a necessary foundation for an innovative economy. To achieve the vision of ubiquitous broadband throughout the State, broadband must be
- i. Available. Broadband should be available to accomplish necessary goals from a technology-neutral perspective;
 - ii. Affordable. For broadband to be available, it must be both affordable for the consumer to purchase and the provider to offer. The State understands that what is affordable may differ for different areas of the State; and
 - iii. Ample. Broadband is considered ample if it provides enough bandwidth to meet personal, business, educational, and economic development needs and is capable of expansion to meet future needs.

¹ The State Model Code Working Group recognizes that many of the barriers to broadband infrastructure deployment involve circumstances beyond the jurisdiction of the federal government and so this Model Code addresses options that are within the jurisdiction of State governments to adopt. The Broadband Deployment Advisory Committee believes that States are key drivers of change and that considering model codes may be necessary to reduce local barriers and speed the deployment of broadband services. Moreover, the Working Group acknowledges that all States are different and that there is no one size fits all solutions to broadband deployment. For example, States will have different preferences regarding local control and have different authorities within their constitutions. Some States' constitutions will not allow them to pass legislation that preempts local governments. Therefore, this Model Code is not a single solution document but is structured as a severable collection of independent proposals that address various aspects of deployment that a State may face. The Working Group encourages each State to review the Model Code and adopt those portions of the Model Code which best address the realities on the ground in each respective State. The Working Group also suggests that Tribes may wish to consider adopting a version of the Model Code appropriate to their circumstances.

- b. Additionally, the State finds that broadband is
 - i. Key and vital infrastructure to the State; and
 - ii. Essential to
 - 1. The fundamental activities of an advanced society including education, economic development, health, the pursuit of science and technology, and the conduct of government at all levels; and
 - 2. Obtaining economic and educational equality among the different counties and regions of the State;
 - iii. As a key and vital infrastructure:
 - 1. The first phase of the Statewide broadband effort must be to make broadband accessible to every individual and organization in the State; and
 - 2. The second phase of the State-wide broadband effort must be to establish the State as a leader in the leveraging of broadband in support of the activities essential to an advanced society.
 - iv. The inclusion of both fixed and mobile, including satellite, broadband in State and county economic development plans should be encouraged.
- c. State activities in support of county economic development plans shall give priority to county economic development plans that include regional broadband collaborations to assist in situations in which broadband providers within those counties cannot independently establish broadband.
- d. To achieve the aforestated objectives, it shall be the policy of this State to:
 - i. Promote efforts to attain the highest quality of both fixed and mobile, including satellite, broadband capabilities in the State and to make high speed communication available to all residents and businesses in the State;

- ii. Encourage the continued development and expansion of broadband infrastructure, both fixed and mobile, including satellite, to accommodate future growth and innovation in the State's economy;
 - iii. Facilitate the development of new or innovative business and service ventures in the information industry which will provide employment opportunities for the people of _____;
 - iv. Encourage greater cooperation between the public and private sectors in developing, deploying, and maintaining a robust State-wide broadband infrastructure;
 - v. Eliminate as much as possible any digital divide between urban and rural areas of the State, and make access to broadband internet available to all residents and businesses regardless of location, as well as the elimination of, to greatest extent possible, any digital divide across an urban area;
 - vi. Facilitate new mechanisms, including new business and investment models, that address the difficulties financing the construction and upgrade of Broadband in high-cost, particularly low-density rural areas, that encourages, to the greatest extent, private investment, recognizing that traditional methods of funding networks have not achieved this goal; and
 - vii. Recognize that communication infrastructure of the various agencies of State government are valuable strategic assets belonging to the people of the State and should be managed accordingly.
- e. The Articles of the Model Code are modular and severable and may be adopted individually and in whole or in part.
 - f. In the Model Code, words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. References to including and include(s) shall be deemed to mean respectively, including without limitation and include(s) without limitation.
 - g. This Model Code shall become effective upon passage or at another date specified by the State legislature.

ARTICLE 2: DEFINITIONS

1. **“Affordable”** means offering broadband service in rural areas at rates that are reasonably comparable to urban areas.
2. **“Antenna”** means communications equipment that transmits and/or receives over-the-air electromagnetic signals used in the provision of Wireless Services.
3. **“Applicable Codes”** means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendment to those codes to the extent such codes have been adopted by the Authority or otherwise are applicable in the jurisdiction.
4. **“Applicant”** means a Person who submits an Application under this Model Code.
5. **“Application”** means a written request submitted by an Applicant to an Authority for a Permit (i) to locate or Collocate, or to modify, a Communications Facility underground or on any existing Communication Network Support Structure, Pole or Tower, or (ii) to construct, modify or replace a new Support Structure, Pole or Tower or any other structure on which a Communications Network Facility will be collocated.
6. **“As-Built Report”** means a report indicating any changes to an Attachment caused by Make Ready, including a unique field label identifier, the pole number if available, and the address or coordinates of the Attachment.
7. **“Attacher”** means any Person or its agents or contractors seeking to fasten or affix any Attachment in the Public Right-of-Way.
8. **“Attachment”** means communications equipment, Antenna, line, or Facility of any kind fastened or affixed to a Pole or other structure, or its guys and anchors used to support communications Attachments.
9. **“Attachment Application”** means the Application made by an Attacher to an Owner for consent to attach such Attacher’s Attachments to the Owner’s Pole or similar structure, or its guys and anchors, used to support communications.
10. **“Authority”** means a State, county, municipality, district, local authority or other subdivision thereof, authorized by applicable Law to make legislative, quasi-judicial, or administrative decisions, including concerning an Application, but shall not include State courts having jurisdiction over an Authority or any entities that do not have zoning or permitting authority jurisdiction.
11. **“Authority Pole”** means a Pole owned, managed or operated by or on behalf

- of an Authority and located in the Public Right-of-Way.
12. **“Available”** or **“Availability”** means Broadband Services are available for purchase by at least 90% of the residents and businesses of a particular area.
 13. **“Broadband”** means any high-speed, telecommunications capability that enables users to originate and receive high-quality voice, data, graphics, and video telecommunications using any transmission media or technology and at a minimum shall meet the definition of ‘advanced telecommunications capability’ as determined by the FCC from time to time except in Unserved or Rural areas where, at minimum, it shall; 1) Meet the highest speed definition of ‘advanced telecommunications capability’ as determined by the FCC from time to time, regardless of technology; 2) Latency that does not exceed 100 milliseconds round trip; and 3) Minimum usage allowance of 150 gigabytes (GB) per month.
 14. **“Broadband Dependent Service”** means a subscription-based retail service for which consumers pay a one time or recurring fee which requires the capabilities of the Broadband Service which the consumer has purchased and shall also include entities that financially benefit from access to a broadband system located in the state, including advertising providers.
 15. **“Broadband Service”** means a fixed or mobile, including satellite, transmission media or technology capable of delivering Broadband.
 16. **“Civil Works”** means any building or engineering works which, taken as a whole with other related works, are sufficiently material to require a License in order to conduct such works.
 17. **“Collocate”** or **“Collocation”** means to install, mount, maintain, modify, operate and/or replace a Communications Facility on an existing Support Structure, Pole, or Tower or any other structure capable of supporting such Communications Network Facility. **“Collocation”** has a corresponding meaning. The term does not include the installation of a new Pole, Tower or Communications Network Support Structure in the Public Right-of-Way.
 18. **“Communications Infrastructure Provider”** means a Person, including a person authorized to provide Communications Services in the State, who builds or installs communication transmission equipment, Communications Network Facilities, or Communications Network Support Structures but is not a provider of Communications Services.”
 19. **“Communications Network”** means any Network used or authorized to be used to transmits electronic, optical or radio (whether using regulated frequencies or otherwise) signals including, without limitation, sounds, images and data, and whether using wired, wireless or radio network.

20. **“Communications Network Facility”** means equipment used by a Communications Provider in the provision of a Communications Service over a Communications Network, including: (1) equipment associated with wireless and wireline communications, and (2) radio transceivers, Antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless and wireline communications. The term includes Small Wireless Facilities. The term does not include the structure or improvements on, under, or within which the equipment is located.
21. **“Communications Network Support Structure”** or **“Support Structure”** means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting Communications Network Facilities. The term does not include a Pole.
22. **“Communications Provider”** means a cable operator, as defined in 47 U.S.C. § 522(5), a provider of information service, as defined in 47 U.S.C. § 153(24), a provider of telecommunications service, as defined in 47 U.S.C. § 153(53), or provider of fixed wireless, or other wireless services as defined in 47 U.S.C. § 332(c)(7)(C)(i).
23. **“Communications Service”** means, for purposes limited to this Model Code only,
 - 23.1. Cable Service as defined in 47 U.S.C. § 522(6); or
 - 23.2. Broadband Service, as defined in the Model Code above; or
 - 23.3. Telecommunications Service, as defined in 47 U.S.C. § 153(53); or
 - 23.4. Wireless Service as defined in the Model Code below.
 - 23.5. For the avoidance of doubt, the term ‘Communications Service’ shall also include Satellite communications services.
24. **“Complex Make Ready”** means transfers and work within the communications space that would be reasonably likely to cause a service outage(s) or facility damage, including work such as splicing of any communication attachment or relocation of existing wireless attachments. Any and all wireless activities, including those involving mobile, fixed, and point-to-point wireless communications and wireless internet service providers, are to be considered complex.
25. **“Conduit”** means a structure containing one or more ducts, usually placed in

the ground, in which cables or wires may be installed.

26. **“Crossing”** means a Facility constructed over, under, or across a Railroad right-of-way. The term does not include longitudinal occupancy of Railroad right-of-way.
27. **“Dark Fiber”** means Fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying Communications Services.
28. **“Decorative Pole”** means an Authority Pole that is specially designed and placed for aesthetic purposes.
29. **“Duct”** means a single enclosed raceway for conductors, cable and/or wire.
30. **“Facility”** means any Network Support Infrastructure or item of private property placed over, across, or underground including for use in connection with the storage or conveyance of:
 - 30.1. water;
 - 30.2. sewage;
 - 30.3. electronic, telephone, or telegraphic communications;
 - 30.4. Fiber;
 - 30.5. cable television;
 - 30.6. electric energy;
 - 30.7. oil;
 - 30.8. natural gas; or
 - 30.9. hazardous liquids.
31. **“FCC”** means the Federal Communications Commission of the United States.
32. **“Fiber”** means a technology that converts electrical signals carrying data to light and sends the light through transparent glass fibers to provide Broadband internet services.
33. **“Franchise”** means an authorization or renewal of an authorization, regardless of whether the authorization is designated as a franchise, license, resolution, contract, certificate, agreement, or otherwise, to construct and operate a Communications Service in the Public Right-of-Way.

34. **“Infrastructure”** means any physical infrastructure of any nature including Network Support Infrastructure or otherwise.
35. **“Latency”** means the delay before a transfer of data begins following an instruction for its transfer.
36. **“Law”** means any federal, State, or local law, statute, common law, code, rule, regulation, order, or ordinance.
37. **“License”** means the documented terms of approval of Civil Works by any competent Authority which regulates or otherwise controls the carrying out of such Civil Works.
38. **“Make Ready”** means the transfer, relocation, rearrangement, or alteration of a Pre-Existing Third Party User’s communications equipment, Antenna, line or Facility of any kind necessary to provide space for an Attacher to install an Attachment.
39. **“Micro Wireless Facility”** means a Small Wireless Facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior Antenna, if any, no longer than 11 inches.
40. **“Model Code”** means the State Model Code for Accelerating Broadband Infrastructure Deployment and Investment.
41. **“Network”** means any Network Support Infrastructure used or authorized to be used by a Communications Provider or Network Support Infrastructure Owner to provide Network Services.
42. **“Network Access Point”** means a physical connection point, whether located inside or outside any building or Infrastructure that enables Communications Providers to access the necessary Network Support Infrastructure so as to be able to provide Network Services to Subscribers, but does not include access to inside wiring.
43. **“Network Services”** means any services that Communications Providers or Network Support Infrastructure Owners provide or are authorized to provide to Subscribers.
44. **“Network Support Infrastructure”** means:
 - 44.1. any aspect of the physical Infrastructure used or authorized to be used by a Network Support Infrastructure Owner to provide Network Services, provided that such physical Infrastructure carries, contains, houses or supports the active component of the Network Service being provided without itself becoming an active component of the Network

including, without limitation, Antenna installations, cabinets, communications exchanges, Conduits, Ducts, inspection chambers, manholes, masts, Network Access Points, Network components within cabinets, pipes, poles, roads, railways, towers, Transportation Networks, Utility Networks, Poles, Waterways Networks, equipment for transmitting wireless or satellite signals or any other physical part of a Network or any legal rights to use, share or access such

- 44.2. For the avoidance of doubt, the active components of a Communications Network including, without limitation, cables conveying electricity, Dark Fiber conveying optical signals, Fiber optic cables and Antennas conveying wireless or radio frequencies. Components used or intended to be used for carrying drinking water for human consumption shall be excluded from this definition of Network Support Infrastructure.
45. **“Network Support Infrastructure Owner”** means an Authority providing or authorized to provide Networks including:
 - 45.1. Utility networks including, without limitation, any physical Infrastructure used or authorized to be used to provide the service, transport or distribution of communications, drainage, gas, electricity, public lighting, hazardous liquids, heating, water and sewage (“Utility Networks”); or
 - 45.2. Transportation networks including any physical Infrastructure used or authorized to be used to provide transportation services, including, without limitation, bridges, railways, roads, ports and airports (“Transportation Networks”); or
 - 45.3. Waterways networks including without limitation, canals, rivers, viaducts, navigation channels and other waterways (“Waterways Networks”).
46. **“Owner”** means a Person owning or operating a Pole or similar structure in the Public Right-of-Way on which Facilities for the distribution of electricity or communications are or may be located.
47. **“Overlash”** means the tying of additional communications facilities to those previously attached to Poles.
48. **“Paralleling”** means a Network Support Infrastructure that runs adjacent to and alongside the lines of a Railroad for no more than one mile, or another distance agreed to by the parties, after which the Network Support Infrastructure crosses the Railroad lines, terminates, or exits the Railroad right-of-way.

49. **“Permit”** means a written authorization (in electronic or hard copy format) required by an Authority to initiate, continue, or complete installation of a Communications Facility, or an associated Network Communications Support Structure, Pole, or Tower.
50. **“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an Authority.
51. **“Pole”** means a pole, such as a utility, lighting, traffic, or similar pole, made of wood, concrete, metal or other material, located or to be located within the Public Right of Way or Utility Easement. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached. The term does not include electric transmission poles or structures, towers, or Communications Network Support Structure
52. **“Pre-Approved Contractor”** means contractors the Utility already has authorized to work on its poles. These contractors have met the pole owner’s own standards for skill, experience, and safety.
53. **“Pre-Existing Third Party User”** means the owner of any pre-existing Attachment located in the Public Right-of-Way.
54. **“Public Right-of-Way”** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, but not including a federal interstate highway or other area not within the legal jurisdiction, or within the legal ownership or control of the Authority.
55. **“Railroad”** means any association, corporation, or other entity engaged in operating a common carrier by rail, or its agents or assigns, including any entity responsible for the management of Crossings or collection of Crossing fees.
56. **“Rural” means**, if not otherwise defined by the State, a county with an average population density of less than 300 persons per square mile, excluding the incorporated communities of 20,000 people or greater within the county.¹
57. **“Simple Make Ready”** means any Make Ready that is not a Complex Make Ready.
58. **“Small Wireless Facility”** means a Wireless Facility that meets both of the

¹ The Model Code for States Working Group recommends this definition of “Rural,” but recognizes that individual States may wish to adopt a different definition, particularly with respect to population thresholds.

following qualifications: (i) each Wireless Provider's Antenna (including, without limitation, any strand-mounted Antenna) could fit within an enclosure of no more than () cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than () cubic feet in volume. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for connection of power and other services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.

59. **"Subscriber"** means any Person that uses or is authorized to use a Network Service, whether for value or otherwise.
60. **"Substantial Modification"** means a proposed modification of an existing Communications Network Support Structure or Pole which will substantially change the physical dimensions of the Communications Network Support Structure or Pole under the objective standard for substantial change adopted by the FCC pursuant to 47 C.F.R. § 1.40001.
61. **"Underserved"** means an area in which less than 10% of the persons in such area have access to Broadband Services.
62. **"Unserved"** means an area that is not served by Broadband Services.
63. **"Utility"** means a company, electric cooperative, or other entity that owns and/or operates facilities used for generation and transmission or distribution of electricity, gas, water, sewage or telecommunications services to general public. This term does not include providers of Wireless Services or Communications Infrastructure Providers.
64. **"Vertical Asset"** means any Pole, cellular tower, building, water tower, granary, or other structure capable of being used to deploy any Communications Service.
65. **"Wireless Services"** means any wireless services including, without limitation, personal wireless services as that term is defined in 47 U.S.C. § 332(c)(7)(C)(i), fixed wireless and other wireless services.

ARTICLE 3: NETWORK SUPPORT INFRASTRUCTURE REGISTER

THIS ARTICLE WAS STRICKEN

ARTICLE 4: RIGHTS OF ACCESS TO EXISTING NETWORK SUPPORT INFRASTRUCTURE

1. Special Provisions Relating to the Right to Lease of Certain Publicly Owned Assets located outside the public Right of Way.

11. Dark Fiber

1.1.1. Subject to Articles 3 and 4, Dark Fiber located outside the public right of way that is owned or operated by an Authority may be leased to any private sector Communications Provider, when a private sector Communications Provider requests to lease such Dark Fiber from the Authority. The Authority may retain enough Dark Fiber for reasonably anticipated 50-year Fiber needs and shall not be required to enter into any lease agreement that impinges upon such needs.

12. Communications Network Support Structure

1.2.1. Unless addressed elsewhere in this code and subject to Articles 3 and 4, Communications Network Support Structure that are located outside the public right of way, and are owned or operated by an Authority may be leased to any private sector Communications Provider, when a private sector Communications Provider requests to lease space on such Communications Network Support Structure from the Authority for the purposes of installing elements of a Communications Network. The Authority may require that an engineering study be conducted to ensure that the Communications Network Support Structure is structurally capable of supporting the proposed equipment. The Authority may also retain enough space on the Communications Network Support Structure for reasonably-anticipated public safety and/or civil service needs and shall not be required to enter into any lease agreement that impinges upon such needs.

13. Buildings and other Vertical Assets

1.3.1. Unless addressed elsewhere in this code and subject to Articles 3 and 4, Buildings and other Vertical Assets (other than Communications Network Support Structure) that are located outside of the public right of way, and owned or operated by an Authority may be leased to any private sector Communications Provider when a private sector Communications Provider requests to lease space on such building or other Vertical Asset from the

Authority for the purposes of installing elements of a Communications Network. The Authority may require that an engineering study be conducted to ensure that the building or other Vertical Asset is structurally capable of supporting the proposed equipment. The Authority may also retain enough space on the building or other Vertical Assets for reasonably-anticipated public service needs and shall not be required to enter into any lease agreement that impinges upon such needs.

1.3.2. In the event that the building or Vertical Asset has historical or religious significance, the Authority may require additional impact studies prior to granting the lease and may set reasonable and necessary restrictions on the types of equipment that can be deployed and the types of mounting devices that can be used.

14. Leases

The terms of any lease entered into pursuant to this Article 4 may be determined by reasonable negotiations between the Authority and a private-sector Communications Provider. Any lease granted shall be non-exclusive and must be granted on a non-discriminatory basis.

15. Fees

For purposes of this Article, Leases fees for assets described in this section shall be reasonable, nondiscriminatory, competitively neutral, and publicly disclosed. Nothing in this Act shall require the voiding or amendment of any contract, lease, license, franchise or any other binding legal agreement entered into by a Private sector Communications Provider and a Network Support Infrastructure Owner prior to the effective date of this Act except to the extent consistent provided in any such agreement.

16. Disputes

Disputes relating to matters dealt with by this subsection 5, shall, if not resolved between the parties within 30 working days, be referred to the the state enforcement authority to be dealt with in accordance with Article 13.

ARTICLE 5: SPECIAL PROVISIONS FOR RIGHTS OF ACCESS TO POLES IN THE COMMUNICATIONS SPACE²

1. Make Ready Provisions

1.1. Upon approval of an Attachment Application by an [Owner/ Authority], Pre-Existing Third-Party Users shall allow an Attacher, using Preapproved Contractors and at the Attacher's expense, to perform Make Ready by transferring, relocating, rearranging, or altering the Attachments of any Pre-Existing Third Party User to the extent necessary or appropriate to accommodate the Attacher's Attachment; provided, however:

1.1.1. For complex work in the communications space, the Attacher will give notice to the Pole owner and Pre-existing Third-Party User to complete the contemplated make-ready work within 30 days. If the make-ready work cannot be completed within 30 days for reasons of safety or service interruption, the Pole owner or Pre-existing Third-Party User will provide written notice to the Attacher explaining the need for the extension and the proposed completion date. If the extended date exceeds 60 days from the original notice, the Attacher can perform the make- ready work itself. To assist with any sequencing of the performance of the complex make-ready work, it will be the responsibility of the qualified contractor and the Attacher to provide notification to the Pole owner and Pre-existing Third Party Attacher to outline the necessary sequencing of make-ready work."

1.1.2. Nothing in this Article authorizes an Attacher to perform any act with respect to Attachments located above the 'Communication Worker Safety Zone', as such term is defined in the then-current National Electrical Safety Code, or any electric supply facilities wherever located. Notwithstanding the foregoing, a Pole owner in its discretion may establish conditions to allow such acts to be performed if such Attachments are for small cell Antennas and have been approved by the [Owner/ Authority].

1.1.3. The Attacher will not perform Simple Make Ready without first providing 25 days' prior written notice, which includes electronic

² This section has been drafted in a manner that is consistent with the one-touch make ready recommendation previously approved by the Broadband Deployment Advisory Committee. In the event the FCC should adopt the one-touch make ready provisions proposed in the FCC Final Report*, this section shall be referred to the BDAC for revision to conform to the provisions so adopted by the FCC.

communication, to the applicable Pre-Existing Third-Party User.

1.1.4. For simple Attachments, an Attacher would be authorized to proceed with one-touch Make-Ready after providing notice to the Owner/Authority³ and existing Attachers of at least 25 days describing the proposed work and contractor of choice. Such notice must include the Attacher's certification that its contractor meets the required qualifications.

- 1.2. In the event a Pre-Existing Third-Party User fails to transfer, relocate, rearrange or alter any of its Attachments within 30 days of receiving the written notice required in Article 5.1.1.1., the Attacher, using Pre-Approved Contractors, may undertake Complex Make Ready with respect to such Attachments by transferring, relocating, rearranging, or altering the Attachments at the Attacher's expense; provided, however, that the Pre-Existing Third Party User will have 60 days from the date of notice to perform Complex Make Ready if the designated representatives mutually agree to such extension in the field meeting required in Article 5.1.1.1.
- 1.3. The Attacher will place its Attachment where instructed by the Owner/Authority.
- 1.4. At its own expense, Attacher shall ensure that any Make Ready Attachments that are transferred, relocated, rearranged or altered are done in accordance with all applicable Laws and regulations; and all applicable engineering and safety standards.
- 1.5. The Attacher shall immediately notify the [Owner/Authority] and any Pre-Existing Third-Party User if the Attacher has any reason to believe that, in the performance of any Make Ready, the Pre-Existing Third Party's equipment or services may have been compromised.
- 1.6. Within 30 days of the Attacher's completion of Make Ready that resulted in the transfer, relocation, rearrangement, or alteration of an Attachment of a Pre-Existing Third-Party User, the Attacher shall send written notice, which includes electronic communication, of the transfer, relocation, rearrangement, or alteration and As-Built Reports to the applicable Pre-Existing Third-Party User and, if requested, the [Owner/Authority]. Upon receipt of the As-Built Reports, the Pre-Existing Third-Party User and [Owner/Authority] may conduct a field inspection within 60 days without waiving any rights. The Attacher shall pay the actual, reasonable,

and documented expenses incurred by the Pre-Existing Third-Party User and [Owner/ Authority] for performing such field inspection.

- 1.7. If a transfer, relocation, rearrangement, or alteration results in an Attachment of a Pre-Existing Third Party User failing to conform with the applicable clearance, separation, or other standards applicable to Poles or structures of the type in question established by the Owner, State, and/or locality, the Pre-Existing Third Party User or Owner shall notify the Attacher in writing, which includes electronic communication, within the 60 day inspection window without waiving any rights. In the written notice, the Pre-Existing Third-Party User will elect to either (1) perform the correction itself and bill the Attacher for the actual, reasonable, and documented expenses of the correction incurred by the Pre-Existing Third-Party User, or (2) instruct the Attacher to perform the correction at the Attacher's expense using a Pre-Approved Contractor. Any post-inspection corrections performed by the Attacher must be completed within 30 days of written notice to the Attacher from the Pre-Existing Third-Party User or Owner. Within 30 days of the Attacher's completion of any post-inspection corrections that resulted in the transfer, relocation, rearrangement, or alteration of an Attachment of a Pre-Existing Third Party User, the Attacher shall send written notice, which includes electronic communication, of the transfer, relocation, rearrangement, or alteration and As-Built Reports to the applicable Pre-Existing Third Party User and, if requested by the [Owner/ Authority] or the Pre-Existing Third Party User, the [Owner/ Authority].
- 1.8. An Attacher that exercises any right to transfer, relocate, rearrange or alter (each an "Alteration") the Facilities of a Pre-Existing Third-Party User pursuant to this Article shall indemnify, defend and hold harmless the [Owner/ Authority] of the affected Pole or similar structure to the extent permitted by applicable Law and if not otherwise agreed to in a pole attachment or similar agreement between the Attacher and the [Owner/ Authority], from and against any demands, losses, claims, actions, suits, or proceedings (collectively, "Claims") arising from any such Alteration, including Claims for death, personal injury or damage to the Pole, other structure, Facilities and/or any adjacent facilities, but excluding any consequential or incidental damages.
- 1.9. An Attacher that exercises any right to make an Alteration pursuant to this Article shall indemnify, defend and hold harmless any Pre-Existing Third Party Users to the extent permitted by applicable Law, from and against any Claims for death, personal injury or damage to such Pole, other structure, Facilities and/or any adjacent facilities, but excluding any consequential or incidental damages.

- 1.10. Prior to exercising its right to make an Alteration pursuant to this Article, the Attacher must agree to use an approved licensed and insured contractor and must agree to the indemnification obligations specified in Sections 1.8 and 1.9.
- 1.11. In the event of any disputes arising out of this Article, the parties may exercise any of their legal rights, including the ability to negotiate a resolution in good faith.
- 1.12. An Attacher performing Make Ready must have adequate insurance or post an adequate performance bond to guarantee the timely and proper performance of Make Ready.

2. Make-ready Process for Authority Poles

- 2.1. For an Authority Pole that supports an aerial facility used to provide Communications Services or electric service, the parties shall comply with the process for Make-Ready under applicable federal and State regulations. The good faith estimate of the person owning or controlling the Pole for any Make-Ready necessary to enable the Pole to support the requested Collocation must include Pole replacement if necessary.
- 2.2. For an Authority Pole that does not support an aerial Facility used to provide communications services or electric service, the Authority shall provide a good faith estimate for any Make-Ready necessary to enable the Pole to support the requested Collocation, including necessary Pole replacement, within 60 days after receipt of a complete Application. Make-Ready, including any Pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the Applicant. Alternatively, an Authority may require the Applicant seeking to Collocate a Communications Network Facility to provide a Make-Ready estimate at the Applicant's expense for the work necessary to support the Communications Network Facility, including Pole replacement, and perform the Make-Ready work. If Pole replacement is required, the scope of the Make-Ready estimate is limited to the design, fabrication, and installation of a Pole that is substantially similar in color and composition. The Authority may not condition or restrict the manner in which the Applicant obtains, develops, or provides the estimate or conducts the Make-Ready work subject to usual construction restoration standards for work in the Public Right of-Way. The replaced or altered Pole shall remain the property of the Authority.
- 2.3. An Authority may not require more Make-Ready than is required to meet Applicable Codes or industry standards. Fees for Make-Ready may

not include costs related to pre-existing damage or prior noncompliance. Fees for Make-Ready, including any Pole replacement, may not exceed actual costs or the amount charged to other Communications Providers for similar work and may not include any consultant fee or expense.

3. Overlashing

- 3.1. A Communications Service Provider need not submit an Attachment Application to the Pole Owner to Overlash additional communications wires or cables onto or attach small equipment to communications wires or cables that are already attached to the Pole. Notice of such Overlashing must be provided in accordance with FCC pole attachment rules.
- 3.2. A Communications Service Provider's wires, cables or equipment may not be Overlashed on or attached to a Pre-Existing Third-Party User's Attachments without the Pre-Existing Third Party User's consent.

ARTICLE 6: SPECIAL PROVISIONS FOR RAILROAD CROSSINGS

1. Title of Public Right-of- Way for Railroad Crossings

To the extent not prohibited by federal law, Notwithstanding any other provisions, when Railroad operations cross on a Public Right-of-Way owned by the relevant Authority, the title or interest held by the Authority in such Public Right-of-Way shall be retained by the Authority for future transportation purposes and such other purposes as are not inconsistent with future transportation purposes; except that such Public Right- of-Way shall not be used by members of the general public without permission of the Authority as managed by the the state enforcement authority. The Authority shall allow abutting farm operations to use the land over which the Public Right-of-Way passes for agricultural purposes. Unless use and occupancy of Railroad rights-of-way adversely affect Railroad safety, Broadband Facilities and wireless and other telecommunications Facilities that are installed along or within the Railroad right-of-way in compliance with applicable operations and safety standards at the time of installation are consistent with existing and future transportation purposes.

2. Rights of Access to Railroad Crossings

2.1. Application

2.1.1. This Article applies to:

- (1) any Crossing in existence before the effective date of this Model Code if an agreement concerning the Crossing has expired or has been terminated. In such instance, if the collective amount that equals or exceeds the standard Crossing fee under subsection 2.4. has been paid to the Railroad during the existence of the Crossing, no additional fee is required; and
- (2) any Crossing commenced on or after the effective date of this Article.

2.2. Railroad Right-of-Way Crossing; Application for Permission

2.2.1. Any Communications Provider or Network Support Infrastructure Owner that intends to place a Facility across or upon a Railroad right-of-way shall request prior permission from the Railroad.

2.2.2. The request must be in the form of a completed Crossing Application, including an engineering design showing the location

of the proposed Crossing and the Railroad's property, tracks, and wires that the Communications Provider or Network Support Infrastructure Owner will cross. The engineering design must conform with guidelines published in the most recent edition of the (1) National Electric Safety Code, or (2) Manual for Railway Engineering of the American Railway Engineering and Maintenance-of-Way Association. The Communications Provider or Network Support Infrastructure Owner must submit the Crossing Application on a form provided or approved by the Railroad, if available.

2.2.3. The Application must be accompanied by the standard Crossing fee specified in subsection 2.4. and evidence of insurance as required in subsection 2.5. The Communications Provider or Network Support Infrastructure Owner must send the Application to the Railroad by certified mail, with return receipt requested.

2.2.4. Within 15 calendar days of receipt of an Application that is not complete, the Railroad must inform the Applicant regarding any additional necessary information and submittals.

2.3. Railroad Right-of-Way Crossing; Construction

Beginning 35 calendar days after the receipt by the Railroad of a completed Crossing Application, Crossing fee, and certificate of insurance, the Communications Provider or Network Support Infrastructure Owner may commence the construction of the Crossing unless the Railroad notifies the Communications Provider or Network Support Infrastructure Owner in writing that the proposed Crossing or Paralleling is a serious threat to the safe operations of the Railroad or to the current use of the Railroad right-of-way.

2.4. Standard Crossing Fee

2.4.1. Unless otherwise agreed by the parties, a Communications Provider or Network Support Infrastructure Owner that crosses a Railroad right-of-way, other than a Crossing within a Public Right-of-Way, must pay the Railroad a onetime standard Crossing fee of \$500 per Crossing adjusted as provided in Subsection 2.4.5, for each Crossing. Except as otherwise provided in this subdivision, the standard Crossing fee is paid in lieu of any license, permit, Application, processing fee, or any other fee or charge to reimburse the Railroad for direct expenses incurred by the Railroad as a result of the Crossing. No other fee or charge may be assessed to the Communications Provider or Network Support Infrastructure

Owner by the Railroad.

- 2.4.2. In addition to the standard Crossing fee, the Communications Provider or Network Support Infrastructure Owner shall also reimburse the Railroad for any reasonable and necessary flagging expense associated with a Crossing, based on the Railroad traffic at the Crossing.
- 2.4.3. No Crossing fee is required if the Crossing is located within a Public Right-of-Way.
- 2.4.4. The placement of a single Conduit and its content is a single Facility. No additional fees are payable based on the individual fibers, wires, lines, or other items contained within the Conduit.
- 2.4.5. Annually, the standard Crossing fee under Subsection 2.4.1 must be adjusted based on the percentage change in the annual average producer price index for the preceding year compared to the year prior to the preceding year. Each adjustment is effective for Applications submitted on or after July 1. The producer price index is final demand, finished consumer energy goods, as prepared by the Bureau of Labor Statistics of the United States Department of Labor.

2.5. Certificate of Insurance; Coverage

2.5.1. The certificate of insurance or coverage submitted by:

- (1) a municipal Utility or municipality must include commercial general liability insurance or an equivalent form with a limit of at least \$1,000,000 for each occurrence and an aggregate of at least \$2,000,000;
- (2) a Utility providing natural gas service must include commercial general liability insurance with a combined single limit of at least \$5,000,000 for each occurrence and an aggregate limit of at least \$10,000,000; or
- (3) a Communications Provider or Network Support Infrastructure Owner not specified in Subsections (1) and (2) must include commercial general liability insurance with a combined single limit of at least \$2,000,000 for each occurrence and an aggregate limit of at least \$6,000,000.
- (4) the Railroad may require protective liability insurance with a combined single limit of \$2,000,000 for each occurrence and

\$6,000,000 aggregate. The coverage may be provided by a blanket Railroad protective liability insurance policy if the coverage, including the coverage limits, applies separately to each individual Crossing. The coverage is required only during the period of construction, repair, or replacement of the Facility.

- (5) The insurance coverage under Subsections (1) and (2) of 2.5.1. must not contain an exclusion or limitation related to railroads or to activities within 50 feet of Railroad property.

2.5.2. The certificate of insurance must be from an insurer of the Communications Provider's or Network Support Infrastructure Owner's choosing.

2.6. Objection to Crossing; petition to State Regulatory Authority

2.6.1. If a Railroad objects to the proposed Crossing or Paralleling due to the proposal being a serious threat to the safe operations of the Railroad or to the current use of the Railroad right-of-way, the Railroad must notify the Communications Provider or Network Support Infrastructure Owner of the objection and the specific basis for the objection. The Railroad shall send the notice of objection to the Communications Provider or Network Support Infrastructure Owner by certified mail, with return receipt requested.

2.6.2. If the parties are unable to resolve the objection, either party may petition the the state enforcement authority for assistance via mediation or arbitration of the disputed Crossing Application. The petition must be filed within 60 days of receipt of the objection. Before filing a petition, the parties shall make good faith efforts to resolve the objection.

2.6.3. If a petition is filed, the the state enforcement authority must issue an order within 120 days of filing of the petition. The order may be appealed. The the state enforcement authority must assess the costs associated with a petition equitably among the parties.

2.7. Additional Requirements; Objection and Petition to the State Enforcement Authority.

2.7.1. If a Railroad imposes additional requirements on a Communications Provider or Network Support Infrastructure Owner for crossing its lines, other than the proposed Crossing

being a serious threat to the safe operations of the Railroad or to the current use of the Railroad right-of-way, the Communications Provider or Network Support Infrastructure Owner may object to one or more of the requirements. If it objects, the Communications Provider or Network Support Infrastructure Owner shall provide notice of the objection and the specific basis for the objection to the Railroad by certified mail, with return receipt requested.

2.7.2. If the parties are unable to resolve the objection, either party may petition the the state enforcement authority for resolution or modification of the additional requirements. The petition must be filed within 60 days of receipt of the objection. Before filing a petition, the parties shall make good faith efforts to resolve the objection.

2.7.3. If a petition is filed, the state enforcement authority shall determine, after notice and opportunity for hearing, whether special circumstances exist that necessitate additional requirements for the placement of the Crossing. The state enforcement authority must issue an order within 120 days of filing of the petition. The order may be appealed. The state enforcement authority shall assess the costs associated with a petition equitably among the parties.

2.8. Operational Relocation

2.8.1. A Railroad may require a Communications Provider or Network Support Infrastructure Owner to relocate a Facility when the Railroad determines that relocation is essential to accommodate Railroad operations, and the relocation is not arbitrary or unreasonable. Before agreeing to the relocation, a Communications Provider or Network Support Infrastructure Owner may require a Railroad to provide a statement and supporting documentation identifying the operational necessity for requesting the relocation. A Communications Provider or Network Support Infrastructure Owner must perform the relocation within a reasonable period of time following the agreement.

2.8.2. Relocation is at the expense of the Communications Provider or Network Support Infrastructure Owner. A standard fee under subsection 2.4 may not be imposed for relocation.

2.9. Existing Agreements

Nothing in this Article prevents a Railroad and Communications

Provider or Network Support Infrastructure Owner from continuing under an existing agreement, or from otherwise negotiating the terms and conditions applicable to a Crossing or the resolution of any disputes relating to the Crossing. A Communications Provider or Network Support Infrastructure Owner may elect to undertake a Crossing or Paralleling under this Article. Nothing in this Article impairs the authority of a Communications Provider or Network Support Infrastructure Owner to secure crossing rights by easement through exercise of the power of eminent domain.

3.0 Indemnification of Authorities

No liability shall inure to the Authority or any servant, agent or employ thereof for compliance with this Article.

**ARTICLE 7: NEW AND MODIFIED INFRASTRUCTURE TO BE BROADBAND
READY**

[TO BE DISCUSSED AT DECEMBER 6-7 BDAC MEETING: SEE DISCUSSION
DRAFT]

**ARTICLE 8: BUILDINGS AND NETWORK ACCESS POINTS TO BE
BROADBAND READY**

[TO BE DISCUSSED AT DECEMBER 6-7 BDAC MEETING: SEE DISCUSSION
DRAFT]

ARTICLE 9: DEPLOYMENT OF COMMUNICATIONS NETWORK FACILITIES

[TO BE DISCUSSED AT DECEMBER 6-7 BDAC MEETING: SEE DISCUSSION
DRAFT]

ARTICLE 10: STATE FRANCHISE AGREEMENTS

THIS ARTICLE WAS STRICKEN

ARTICLE 11: RURAL BROADBAND DEPLOYMENT ASSISTANCE FUND

1. Optional language:

11. Every provider of Communications Services in the State shall contribute to the Rural Broadband Deployment Assistance Fund in an equitable and non-discriminatory manner. The State Universal Service Administrator (“Administrator”) shall determine the appropriate State Universal Service assessment methodology and rate consistent with federal law and FCC policy. The Administrator shall engage stakeholders in a rulemaking process to determine the source of funding. If Broadband Dependent Services shall be subject to State sales tax, it shall be deposited to the Rural Broadband Deployment Assistance Fund; or
12. Every provider of Communications Services and Broadband Dependent Services in the State shall contribute to the Rural Broadband Deployment Assistance Fund in an equitable and non- discriminatory manner. The State Universal Service Administrator (“Administrator”) shall determine the appropriate State Universal Service assessment methodology and rate consistent with federal law and FCC policy. The Administrator shall engage stakeholders in a rulemaking process to determine the source of funding; or
13. Entities that financially benefit from access to a broadband system located in the state, including advertising providers, shall contribute to the Broadband Deployment Fund.

2. State Universal Service Fund

21. Communications Service providers shall be eligible for grants from the State Universal Service Fund to support Networks that deliver Broadband Communications Services.
22. Eligible Communications Service providers receiving State Universal Service Fund funds for calendar year 2019 are capped at 90% of the amount received in 2017; for calendar year 2020 funds are capped at 85%

³ While there are Unserved and Underserved residents in urban areas that will benefit by increased access for Broadband providers to municipal infrastructures, a potentially greater benefit of such access is to reduce the costs of deploying to Rural residents beyond the municipalities' limits.

of the amount received in 2017; in calendar year 2021 capped at 80%; and for calendar year 2022 and beyond, capped at 75%.

23. Total funds in the State Universal Service Fund shall not be reduced below the amount of money collected in calendar year 2017.
24. Monies in excess of the annual capped amount provided to eligible Communications Service providers (as established in 2 above) shall be designated and deposited in the Rural Broadband Deployment & Maintenance Fund.
25. Rural Broadband Deployment & Maintenance Fund

2.5.1. Eligible Communications Service providers as recognized by the State's public utility commission and that meet the requirements of Section 3.1 of this Article 11, may submit applications to the Rural Broadband Deployment & Maintenance Fund administrator or the public utility commission for funding from the Rural Broadband Deployment & Maintenance Fund to deploy Communications Networks to Unserved consumers

2.5.2. Applications for funding pursuant to Section 3.5.1 shall clearly state:

- (1) the geographic area and number of consumers in the area to be served,
- (2) The length of time necessary to construct the necessary infrastructure to serve the prospective customers,
- (3) Proposed efforts to sign to service contracts by customers within the designated geographic area - this may include preconstruction petitions, deposits, or other forms of customer commitment acceptable to the Rural Broadband Deployment & Maintenance Fund administrator, and
- (4) Such other information as the Rural Broadband Deployment & Maintenance Fund administrator shall deem necessary to assess the scope and feasibility of the proposed deployment.

2.5.3. Applicants for State Rural Broadband Deployment & Maintenance Fund funds must demonstrate that such funding will be no greater than a percentage of project costs as determined at the time of project approval by the Rural Broadband Deployment &

Maintenance Fund administrator or public utility commission.

2.5.4. If multiple eligible Communications Service providers seek to serve the same geographic area's customers, the Rural Broadband Deployment & Maintenance Fund administrator or public utility commission shall give preference to:

- (1) Applicants proposing to deploy in Unserved areas;
- (2) Applicants that demonstrate that they already have the resources to cover that portion of the project costs that will not be covered by assistance in addition to a reasonable percentage of potential cost over-runs associated with the project;
- (3) Applicants requesting the lowest amount of money per consumer proposed to be covered by the project from the Rural Broadband Deployment & Maintenance Fund; and
- (4) Applicants proposing to deploy a Communications Network capable of delivering broadband that meets the FCC's definition of Advanced Telecommunications Capability in its most recent annual broadband progress report.

2.5.5. Eligible Communications Service providers awarded funds from the Rural Broadband Deployment & Maintenance Fund shall be reimbursed by the administrator or public utility commission to the dollar amount agreed upon submission of verifiable invoices for infrastructure deployment costs.

2.5.6. Construction of the accepted project must be completed within five years of the date of the Administrator or public utility commission approving the project and authorizing State financial assistance.

26. The Administrator or public utility commission shall have administrative rules and regulation authority to implement and administer the Rural Broadband Deployment & Maintenance Fund.

3. State Broadband Data Collection - The Administrator, public utility commission, or the state enforcement authority may work with private and public sector Communications Service providers to collect and maintain a database and interactive map that displays voluntarily submitted residential and commercial broadband data availability, technologies and speeds. This data may be displayed on a publicly available website and may be made

available for other State and national websites.

[The following language is offered in the alternative to the previous language for States that do not already have a broadband fund.]

PREAMBLE: The availability of high-speed broadband services, , in unserved and under-served rural areas is important for economic development, education, health care, and emergency services. While federal funding has been made available for deploying broadband, it may not be sufficient to provide reasonably priced and reliable broadband to all areas within a state. States, therefore, should proactively create programs to collect and/or distribute funds to support private sector investments in areas that otherwise would be uneconomical for the private sector because of low population density or high cost geography associated with deploying broadband in unserved areas.

1. DEFINITIONS:

For purposes of this Section only

- 1.1. 'Broadband Services Provider' means any provider of broadband services or a public utility or any other person or entity that builds or owns a broadband network project.
- 1.2. 'Qualified Broadband Provider' means an entity that is authorized to apply for or that obtains a certificate of authority issued pursuant to state law.
- 1.3. 'Served Area' means an area designated by the state that is not designated by the FCC as an eligible area for federal funding under the Connect America Fund program and has or will receive broadband services at 25/3 speeds.
- 1.4. 'Underserved Area' means an area designated by the state in which broadband services at minimum speeds of 25/3 are not available to 10 percent or more of the locations.
- 1.5. 'Unserved' means homes, businesses and community anchor institutions that do not have access to broadband services at minimum speeds of 25/3 and are located in an Underserved Area.

2. **BROADBAND GRANT BOARD:** The state broadband program will be administered by an independent board comprised of various stakeholders. The

board will implement and administer the deployment of broadband service in unserved and under-served areas from the fund.

2.1. The board will promulgate rules and policies to administer the program and evaluate applications for grants and shall make awards to those applications in conformance with the established criteria set forth below.

3. **BROADBAND DEPLOYMENT FUND:** The Broadband Grant Board will establish a mechanism for the support of universal service to provide financial assistance as a support mechanism to provide access to broadband service through broadband networks in unserved and under-served areas.

3.1. Funding of the Broadband Deployment Fund will shall be equitable and on a nondiscriminatory, competitively neutral basis through assessments, which may include a rate element, on all Broadband Service Providers in the state and/or other forms of assessment that capture those entities that financially benefit from access to a broadband system that is ubiquitously available.

3.1.1. Every Broadband Service Provider in the state shall contribute to the Broadband Deployment Fund, and

3.1.2. Every provider of Broadband Dependent Service shall contribute to the Broadband Deployment Fund.

3.1.3. The Broadband Grant Board will develop a method for calculating the amount of each contribution charge assessed to a broadband service provider and other benefitting entity.

3.2. The fund is also subject to receipt of additional funds through appropriations by the legislature and gifts, grants, federal funding and other donations received for broadband deployment, which will be administered by the Broadband Grant Board.

4. **BROADBAND GRANT PROGRAM:** The program shall award grants to qualified broadband providers entities that are cooperatives, corporations, limited liability companies, government, partnerships or other private business entities that provide broadband services.

4.1. Grants shall be awarded pursuant to the criteria developed by the Board, with priority given to projects that:

4.1.1. Seek to leverage grant funds through private investment and extension of existing infrastructure;

4.1.2. Serve locations with demonstrated community support, including, but not limited to, documented support from local government;

- 4.1.3. Demonstrate the operator's technical and managerial capabilities to complete the project within three years of the grant;
 - 4.1.4. Demonstrate the applicants' necessary financial resources;
 - 4.1.5. Are most cost effective and technically efficient in that they propose to serve the highest number of unserved homes, businesses, and community anchor institutions located in an Underserved area for the least cost and best level of service, emphasizing projects including the highest broadband speeds;
- 4.2. Applications for eligible projects will be evaluated according to a scoring system developed by the Board that incorporates the priorities listed in this section, with grant awards being published within ninety days after expiration of the filing window.
- 4.3. Grant applications shall be published by Board at the end of the filing window, and existing service providers shall have thirty days from the date of publication to file objections to the eligibility of a proposed project.
- 4.3.1. The Board shall address any objections within thirty days of submission and shall make any appropriate changes to grant awards based on a finding of ineligibility resulting from such protest.
- 4.4. Grants shall be conditioned on project completion within three years of awarding of the grant.
- 4.5. Eligible projects from a qualified broadband provider shall include, but not be limited to, projects that have received funds through other federal universal service funding programs designed specifically to encourage broadband deployment in an unserved or under-served area. However, funding will not be provided to more than one entity in a geographical area.

ARTICLE 12: RURAL MUNICIPAL-OWNED BROADBAND NETWORKS

[TO BE DISCUSSED AT DECEMBER 6-7 BDAC MEETING: SEE DISCUSSION
DRAFT]

ARTICLE 13: STATE BROADBAND INFRASTRUCTURE MANAGER

THIS ARTICLE WAS STRICKEN