

REQUEST FOR PROPOSALS

The Morgan County Economic Development Authority (MCEDA) is seeking proposals from qualified wireless internet service providers to construct appropriate towers within Morgan County to expand internet service where services are either unavailable or have limited access and speed. This project will be supported with the offer of a \$13,000.00 loan per tower from the MCEDA for the acquisition and construction of towers and/or equipment to be located at sites proposed by internet service providers and approved by the MCEDA and the Morgan County Commission.

The minimum requirements for a tower site are that it serve a minimum of 20 customers (households/businesses), have available electric connectivity or have access to electric connectivity, and be maintained and operated by the internet service provider for the purpose of constructing and operating the tower. The tower is to be outfitted with point-to-point (PtP) equipment provided by the internet service provider, who is also responsible for the maintenance and care of the equipment.

Interested internet service providers will be required to submit a proposal/loan application, which shall include a map/drawing depicting the location and address of the proposed tower site as well as the locations/addresses of a minimum 20 customers which the proposed tower will serve. Selected providers will be required to sign a loan agreement and comply with all local, state, and federal laws and regulations.

Additional information/loan applications can be obtained at the MCEDA Office at 81 War Memorial Drive, Berkeley Springs, WV 25411 and on the MCEDA website at www.morgancountyeda.com/news/. Requests for electronic copies can be emailed to lgoodwin@morgancountyeda.com.

Sealed proposals can be submitted by mail or delivered to the Morgan County Economic Development Authority, 81 War Memorial Drive, Berkeley Springs, WV 25411, or sent via email, to lgoodwin@morgancountyeda.com. Questions may be directed to Lyn Goodwin at lgoodwin@morgancountyeda.com or 304-258-8546.

The MCEDA and Morgan County Commission reserve the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the MCEDA and Morgan County Commission.

**Morgan County Economic Development Authority
Wireless Internet Service Provider
Tower Loan Application**

Date: _____

Personal Information

Name: _____

Address: _____

Phone Number: _____ Email: _____

Business Information

Business Name: _____

Business Address: _____

Business Phone Number: _____ Email: _____

Years in Business: _____

Current Number of Employees: Full-Time _____ Part Time _____

Copy of Current Business License Attached

Copy of Current Liability Insurance Attached

Tower and Equipment Information

Location of Tower: _____

Tower Location Is Not Within the FEMA Floodplain Area

Number of Customers Served: _____

Location of Customers Served: _____

Map Showing Location of Tower and Customers Served Attached

Description of Tower Equipment and Internet Technology: _____

Tower is to be constructed, equipment installed and operational, and wireless internet service available at location listed in application within one year of obtaining loan from the Morgan County Economic Development Authority. Photo of constructed tower and installed equipment, along with date of wireless internet service activation, shall be provided to the Morgan County Economic Development Authority upon completion of the work. All work shall be done in compliance with all local, state, and federal laws and regulations.

I, _____, hereby certify that the information provided in this application for a Tower Loan from the Morgan County Economic Development Authority is accurate and complete to the best of my knowledge. I understand that any false statements will be considered as cause for possible disqualification for my loan.

Applicant Signature

Date

Loan Agreement

THIS LOAN AGREEMENT (this "Agreement") dated the ____ day of _____, 2023

BETWEEN:

Morgan County Economic Development Authority, 81 War Memorial Drive, Berkeley Springs, WV 25411

(the "Lender")

OF THE FIRST PART

AND

(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform, and fulfill the promises and conditions set out in this Agreement.

Loan Amount & Interest

1. The Lender promises to loan \$13,000.00 USD to the Borrower, and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of 7.42 percent per annum, calculated as principal and interest payment of \$260.00 a month, for a period of five years through an electronic payment process.

Payment

2. This loan will be repaid in consecutive monthly installments of principal and interest commencing on _____, 2023 and continuing on the first of each following month until _____, 2028 with the balance then owing under this agreement being paid at that time.
3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
5. If the Borrower makes any payment due after the 5th day of any month, then Borrower shall also pay a late fee in the amount of \$30 to the Lender, or the highest such amount that is allowed by law in West Virginia.
6. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment within 30 days, the Borrower will also be charged a \$150.00 USD administrative fee.
7. If the Borrower defaults in payment as required under this Agreement or otherwise breaches this Agreement following notice and a ten (10) day cure period, at the request of the Lender, the Security will be immediately transferred and provided to the Lender and the Lender is granted all rights of repossession as a secured party as well as a temporary right of way to remove the Tower and its equipment.

Extra Clause

8. Loan subject to Internet service being provided at an agreed upon location and agreed number of customers available in the service area. The minimum requirements for a tower site are that it serve a minimum of 20 customers, have available electric connectivity or have access to electric connectivity, and be maintained and operated by the Borrower for the purpose of constructing and operating the tower, and the tower is to be outfitted with point-to-point (PtP) equipment provided by the Borrower, who is responsible for the maintenance and care of the towers ("Minimum Requirements"). The Borrower's failure to provide the Minimum Requirements within a period of 12 months from the date the Borrower receives the Loan shall be considered a material default allowing the Lender to terminate this Agreement and recover the Security without any obligation to reimburse the Borrower for his or her expenses and construction costs.

Location: _____

Number of Customers Served: _____

Security

9. This Loan is secured by the following security (the "Security"): Description of tower equipment and Internet technology

10. This Loan Agreement is made in connection with the purchase of the Security by the Borrower, from the Lender. The Lender will retain title to the Security until payment of the full amount of the Loan is made by the Borrower. Upon receiving full payment, the Lender will transfer title to the Security to the Borrower.

Governing Law

11. This Agreement will be construed in accordance with and governed by the laws of the State of West Virginia, and venue for resolution of any dispute shall be in Morgan County, West Virginia

Costs

12. The Borrower shall be liable for all costs, expenses, and expenditures incurred including without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Binding Effect

13. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

14. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

15. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by the court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will be in no way be affected, impaired or invalidated as a result.

General Provisions

16. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

17. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHERE OF, the parties have duly affixed their signatures on this ____ day of _____, 2023.

SIGNED, SEALED, AND DELIVERED

This ____ day of _____, 2023.

Morgan County Economic Development Authority

SIGNED, SEALED, AND DELIVERED

This ____ day of _____, 2023.

NOTARY ACKNOWLEDGEMNT – Lender

STATE OF WEST VIRGINIA

COUNTY OF _____

I _____, a Notary Public in and for said state, do hereby certify that Morgan County Economic Development Authority, whose name is signed to the writing above, has this day acknowledges the same before me.

Given under my hand this ____ day of _____, 2023.

Notary Public

My commission expires: _____

NOTARY ACKNOWLEDGEMNT – Borrower

STATE OF WEST VIRGINIA

COUNTY OF _____

I _____, a Notary Public in and for said state, do hereby certify that
_____, whose name is signed to the writing above, has this day acknowledges
the same before me.

Given under my hand this ____ day of _____, 2023.

Notary Public

My commission expires: _____