

Application to DHCD Submitted through CAMS

Gloucester County

Gloucester County VATI Project 3

Application ID: 59810262018155542
Application Status: In Progress - DHCD
Program Name: Virginia Telecommunications Initiative 2019
Organization Name: Gloucester County
Organization Address: 6467 Main Street
Gloucester, VA 23061
Profile Manager Name: Christi Lewis
Profile Manager Phone: (804) 693-5730
Profile Manager Email: clewis@gloucesterva.info

Project Name: Gloucester County VATI Project 3
Project Contact Name: Christi Lewis
Project Contact Phone: (804) 693-5730
Project Contact Email: clewis@gloucesterva.info
Project Location: 6361 Main Street
Gloucester, VA 23061-6102
Project Service Area: Gloucester County

Total Requested Amount: \$223,420.00

Required Annual Audit Status: Accepted

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Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
Telecommunications	\$223,420.00	\$119,976.00	\$343,396.00
Construction	\$202,718.00	\$109,154.00	\$311,872.00
Construction Related Soft Costs	\$20,702.00	\$10,822.00	\$31,524.00
Total:	\$223,420.00	\$119,976.00	\$343,396.00

Budget Narrative:

Please refer to Attachment: Derivation of Cost (Project Budget) Construct approximately 22,751 feet of new overhead fiber network to include electronics at \$7.387 per foot (Total \$168,073) Construct approximately 10,964 feet of new underground fiber network to include electronics at \$12.71 per foot (Total \$139,352) Add one system power supply unit at \$4,447 Perform network engineering and design and make-ready (Total \$31,524) Total project \$343,396 with \$223,420 of VATI grant funds and \$119,976 of Cox Communication funds.

Questions and Responses:

1. Project Area

Provide a map and description of the proposed geographic area including specific boundaries of the project area e.g.; street names, local and regional boundaries, etc. Explain why and how the project area(s) was selected. Attach a copy of your map(s).

Answer:

Please refer to Attachment: Maps of project area

The selected area, U.S. Route 17 at Adner north to Halls Lane, is part of a major transportation route along a corridor of statewide significance. The area was chosen from 28 identified unserved and underserved sites because of the high number of residences and businesses and the lowest cost per benefit ratio (total costs per potential customer). It also is adjacent to the area previously funded in the 2017 VATI grant program. It will allow the extension and provision of 300/30 Mbps high-speed broadband access to 98 homes, 4 commercial businesses, and 4 home businesses that currently do not have access to high-quality and reliable service.

DSL/LTE services that are sporadically available in parts of this area lack reliability, consistency and speed/strength to be effective, especially for business use. The coverage areas are subject to network and transmission limitations, including cell site signal strength and unavailability, especially in remote areas or inside buildings.

The specific area selected also traverses a major transportation corridor. Access to high-speed broadband will help to increase future economic development potential in the area. Homes, home and commercial businesses,

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telecommuters and families with school aged children, in the proposed service area would benefit greatly from high quality and reliable broadband services.

2.

Describe your outreach efforts to identify existing providers in the selected project area. Provide a map and list of all existing providers (fixed and wireless), and speeds offered within the project area. Provide a detailed explanation of how this information was compiled and the source(s).

Answer:

Please refer to Attachment: Map(s) or schematic of existing broadband providers (inventory of existing assets)

Attachment References

Map 1: ***Broadbandnow.com*** Map

Map 2: Cox Coverage (CIT Map)

Map 3: DSL Verizon (CIT Map)

Map 4: Locations for Network Access (Vertical)

Identification of existing providers was conducted through the following means:

1. An extensive web search to Identify and confirm available service providers in the selected area (reference ***www.broadbandnow.com*** and Yelp)
2. Review of the Virginia Broadband Map Book portal for available services (reference ***www.gis.vt.edu/mapbook/about/***)
3. The county contacted the King and Queen County Wireless Authority to determine availability for services to Gloucester. The authority only provides services to King and Queen County only. Also, speeds are limited to 6 Mbps.

Coverage maps Indicate 0-1 provider currently serving the area. While Hughes Net (satellite/25 Mbps) and Verizon (DSL/15 Mbps) advertise broadband services to the identified area, neither provide the consistently higher quality broadband coverage and faster service (up to 300/30 Mbps) available through Cox Communications. As noted above, DSL/LTE services that are sporadically available in parts of this area lack reliability, consistency and speed/strength to be effective, especially for business use and their coverage areas are subject to network and transmission limitations, including cell site signal strength and unavailability, especially in remote areas or inside buildings. There is one fixed-wireless asset that could serve part of the identified area, but this service is not available to Gloucester County.

A map of county-owned and private vertical assets is attached for reference. (Please note Attachment: 2018 Network Access Tower Location Map) Note that there is a county-owned communications tower located near the proposed service area but no broadband services are provided through this asset. Based on a review of the Virginia Broadband Availability Map developed by Virginia Tech and Center for Innovative Technology (CIT), there are no fixed wireless service providers offering service in the proposed area that provide . Please note that Gloucester

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County contracted with CIT to conduct a Community Broadband Assessment in September 2017. This assessment helps guide the County in their broadband initiatives.

Cox Communications is the only provider in the identified area that meets (and significantly exceeds) the minimum criteria speeds of 10 Mbps/1 Mbps available with ultra fast speeds of 300/30 Mbps. Additionally, other providers do not offer reduced rates similar to the Cox2Compete program for low-income families qualifying for the National Free and Reduced Lunch program.

3. Project Need/Description

To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An unserved area is defined as an area with speeds of 10 Mbps/1 Mbps or less, and with less than 10% service overlap within the project area. Describe the anticipated service overlap with current providers within the project area.

Answer:

Please refer to Attachment: Map(s) of schematic of existing broadband providers

There is 0% service overlap of qualifying providers. Cox is the only provider meeting minimum requirements.

The attachment lists all available residential providers In Gloucester County to include: AT&T, Verizon, Sprint, and TMobile for mobile internet service; HughesNet, Exede, and DISH for satellite internet access; and Verizon and Cox for wired providers. For businesses, providers are Verizon (DSL), Cox (cable) and enterprise provider "lighttower" for fiber. According to the CIT maps and the Census Blocks, which are part of the attachment, the designated area is covered by 4G LTE and DSL provided by Verizon and other wireless providers as noted. However, the coverage areas are subject to network and transmission limitations, including cell site signal strength and unavailability, particularly in remote areas and inside buildings. Additionally, Cox Communications would provide substantially and consistently higher quality broadband coverage and faster service of up to 300/30Mbps, not available through any other provider.

4. Describe population both in terms of absolute numbers within the project area and the eligible users that will be served by the proposed project. Describe the basis for these projections.

Answer:

The proposed network will pass 98 potential customers consisting of 94 residences to include 4 home-based business and 4 commercial businesses.

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The school within the proposed area, Petsworth Elementary, reports a Free and Reduced Lunch Student Percentage rate of 49% indicating a large number of qualifying Cox Connect2Compete program families potentially receiving broadband services previously unattainable to their school-aged children. The discounted rate of \$9.95 per month is available to all qualifying families with a student (K-12) receiving free or reduced lunch through the National School Lunch Program. The Connect2Compete program would potentially have a significant impact in this particular area.

Every student in Grades 5-7 is being assigned a Chromebook. Students in the proposed project area will be unable to fully utilize their Chromebook at home without high-quality broadband. Parents and children will have to drive their children to locations with connectivity availability which is a disadvantage to those families.

Gloucester Public Library reports that nearly 23,000 sessions of computer/internet usage were logged by patrons using the computer lab during fiscal year 2018. This number does not reflect the many patrons and citizens who utilize their own devices and connect to the internet in the library or the outside parking lot. The high usage of the library's internet indicates the impact that the lack of access has on a high number of residents.

Broadband access in this area offers other benefits to the identified area and population - the benefit of online continuing education for adult learners, telecommuters working from home and availability for telemed services. Considering the rural nature of the area selected, broadband services are an important connection for many of today's essential needs.

It is anticipated that the expected new subscribers will be high from the targeted area due to the current lack of high speed internet access in the area and the reasonable rates offered by Cox Communications through low-cost promotion.

5. Indicate the numbers of businesses and community anchor institutions the proposed project will pass in the project area.

Answer:

There are 4 identified commercial businesses and 4 home businesses located in the identified service area. The proposed project will be of great benefit to home-based businesses, which currently have limited options and inferior internet connectivity. Waste Management, an international corporation, has two facilities in the targeted project area. There are also two other local businesses, a surveyor and a contracting company.

The county continues to receive complaints regularly from businesses (as well as residents) who need and want high-quality and high speed broadband. At a recent public hearing, numerous citizens complained to the Gloucester Board of Supervisors about how the lack of broadband access is detrimental.

6. Provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also provide all actions to be implemented to reach the identified potential customers within the project area.

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Answer:

The proposed new network will provide the availability of high-speed, high-quality internet to 98 units, which include 4 commercial businesses and 4 home businesses. Cox Communications' take rate in Gloucester County for phone, video, internet and/or home security/automation is 70%. (Cox has specifically requested this information be kept confidential and to be used for the sole purpose of this grant application only.) Being that the targeted area lacks high-quality, high-speed internet service, the take rate is anticipated to be high. Cox offers several low-cost promotional offers to new residential customers and also offers discounted internet (\$9.95) through the Connect2Compete program for qualifying families with a student (K-12) receiving free or reduced lunch through the National School Lunch Program, which should increase interest in subscribing.

The county has a robust public/community information program that will be leveraged to assist Cox Communications in communicating service availability to identified potential customers in the project area. Resources and efforts include: The Beehive citizen publication, Town Crier e-bulletin announcements, Gloucester Facebook, Petsworth Elementary School newsletter, media releases and a direct targeting to publicize the Cox Connect2Compete program through Petsworth Elementary School, and any other means identified as effective and feasible.

7. A statement whether the proposed project is targeting the “last mile,” “middle mile,” or “backbone” portion of the broadband infrastructure.

Answer:

The proposed project and construction is targeting the "last mile" which will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Cox Communications. The network will be capable of providing residential and business customers with download speeds of up to 300 Mbps and upload speeds of up to 30 Mbps through the Docsis 3.0 platform. Cox is in the process of completing a national upgrade to provide all residential customers access to 1 gigabit download speeds by the end of 2019.

8. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless co-applicant own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

Answer:

Not applicable.

9. Provide a description of the broadband service to be provided, including estimated download and upload speeds, whether that speed is based on dedicated or shared bandwidth, and the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate.

Answer:

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The proposed project and construction will be fiber to the home (FTTH) and will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Cox Communications. As noted in #8, it will be capable of providing residential and business customers with download speeds of up to 300 Mbps and upload speeds of up to 30 Mbps through the Docsis 3.0 platform. Upon completion of a nationwide upgrade project, all residential customers will have access to 1 gigabit download speeds by the end of 2019.

Residents and businesses will also benefit from future speed increases as Cox works toward deploying Docsis 3.1 in the coming years which will enable customers to access gigabit speeds over the existing Cox network. The network will also enable customers to access video, telephone and home security/automation services available through Cox Communications.

10. Provide a description of the network system design used to deliver broadband service from the network's primary Internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project.

Answer:

Through the video franchise with Gloucester County, Cox Communications has built and maintained a hybrid fiber-coax (HFC) network in the county for over 15 years. This network has enabled Cox to offer video, data, telephone and home security/automation services to residents and businesses. The grant will allow Cox to extend the network to an area of Gloucester County currently unserved by the existing HFC plant. Utilizing an FTTH infrastructure for this project is the most cost-effective way to deploy gigabit speeds that will soon be available to all Cox customers.

Services are delivered over the Cox network from one of several hub sites that Cox owns and operates in Hampton Roads. This hub site is fed from Cox's national fiber backbone which provides redundant connections to Hampton Roads. Cox trains and employs engineers and technicians to ensure the maintenance of 99.999% network reliability. The network and hub sites are monitored both locally and nationally 24-7.

11. Project Readiness

What is the current state of project development (i.e. planning, preliminary engineering, final design, etc.)? Prepare a detailed project timeline or construction schedule, which identifies specific tasks, staff, contractor responsible(s), collection of data, etc., and estimated start and completion dates. The timeline should include all activities being completed within 12 months of contract execution with DHCD.

Answer:

Please refer to Attachment: Project Management Plan

The plan demonstrates a commitment to reach the required December 31, 2019 completion date with steady and phased-in progress to include; creating a project account, performing field survey for construction, completing Dominion Power pole application process, designing project, securing VDOT permits and private property

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easements, ordering project materials, setting power supply units, performing aerial and underground construction, activating the network, and releasing the addresses. Cox Communications personnel overseeing the planning and construction phases have thoroughly reviewed the project management plan and timeline to confirm that all resources are available to complete the project by the required time frame.

12. Matching funds: Provide a description of the matching funds the applicant and co-applicant will invest in the proposed project, (VATI funding cannot exceed 80% of total project cost). The Funding Sources Table should be completed.

i. For each element of matching funds in the description, indicate the type of match (cash, salary expense, or in-kind contribution).

ii. Identify whether the applicant or co-applicant is responsible for providing each element of the proposed matching funds.

iii. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

Answer:

Please refer to Attachment: Derivation of Costs (Project Budget)

Total project expenditures are \$343,396 with \$223,420 of VATI revenues requested and \$119,976 Non-VATI/Cox Matching revenue funds utilized.

It is important to note Cox Communications is contributing a 35% total grant match which is a 15% increase to the 20% VATI grant requirement.

Expenditures include: construction of approximately 22,751 feet of new overhead fiber network to include electronics at \$7.387 per foot; construction of approximately 10,964 feet of new underground fiber network to include electronics at \$12.71 per foot; adding one (1) system power supply unit at \$4,447 per unit; and performing network engineering and design with make-ready. Costs included in the budget are based on previously negotiated prices/rates which Cox uses for all new construction in the region. Leveraging the current agreements with Cox already has in place with existing vendors ensures the project is completed at the lowest possible cost. No vendor or contracted costs are provided in that Cox uses internal employees and corporate contracted resources to perform specific work for this project. Bids for quotes are not necessary and contracted rates are built in to the proposal costs. (Note: All bid and contracted information is considered proprietary information by Cox Communications.)

13. Identify key individuals, including name and title, who will be responsible for the management of the project. Describe their role and responsibilities for the project. Present this information in table format.

Answer:

Please refer to Attachment/Optional: Key individuals responsible for project management.

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As in VATI Grant Project 1, the project management role will be shared. Cox Communications will manage project design, construction and service provision to customers. Gloucester County will serve as the fiscal agent, contract administrator, and provide project oversight to ensure strict compliance with local ordinances and grant requirements, as well as ensure project completion by December 31, 2019. Cox will provide well in excess of the minimum 20% required grant match. Staff time dedicated to project and financial management as well as grant report requirements is valued at over \$4,000 in support services.

14. Applicant and Co-Applicant: A description of the public-private partnership involved in the project. Detail the local government assistance: Local government co-applicants should demonstrate assistance to project that will lower overall cost and further assist in the timely completion of construction, including assistance with permits, rights of way, easement and other issues that may hinder or delay timely construction and increase cost.
- i. If the partnership is formalized in a written agreement provide a copy of that agreement.
 - ii. If the partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the applicant and co-applicant and any additional partners.

Answer:

Please refer to Attachment: Documentation of relationship between applicant and co-applicant

The attachments verify the partnership and current cooperative agreements between Gloucester County and Cox Communications and include:

- (1) Letters from Cox Communications and Gloucester County verifying cooperative efforts for the 2019 VATI grant
- (2) Cable Franchise Agreement between Gloucester County and Cox Communications demonstrating 15+ continuous years of partnering services

Additionally, Gloucester County and Cox Communications successfully applied for, received and expanded broadband in the county through a 2017 VATI grant. As in the VATI Grant Project 1, the project management role for Project 3 will also be a shared, partnership effort. Cox Communications will manage project design, construction and service provision to customers. Gloucester County will serve as the fiscal agent, contract administrator, and provide project oversight to ensure strict compliance with local ordinances and grant requirements, as well as ensure project completion by December 31, 2019. Gloucester County will also work with Cox Communications on any rights of way and easement issues. If any permit fees are involved, the County will pursue with the local governing board the waiving of any fees.

It is important to note that Cox Communication officials are currently working with Gloucester County staff to share sensitive and valuable information, their knowledge, expertise and resources and assist in identifying unserved and underserved areas throughout the entire county that need high-quality, reliable and consistent broadband. This effort coordinates with the Gloucester Board of Supervisor's strategic goals and desire to provide 95% reliable, affordable, fast and without data limits broadband coverage to the county. Additionally, Cox Communications officials have indicated and shown support to continue partnering with the county to expand broadband services where feasible and affordable.

15. Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the grant funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should substantiated by clear

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cost estimates.

Answer:

Please refer to Attachments: Derivation of Costs (Project Budget)

Total project expenditures are \$343,396 with \$223,420 from VATI revenues requested and \$119,976 Non-VATI/Cox Matching revenue funds utilized. It is important to note Cox Communications is contributing a 35% total grant match which is a 15% increase to the 20% VATI grant requirement. Expenditures include: construction of approximately 22,751 feet of new overhead fiber network to include electronics at \$7.387 per foot; construction of approximately 10,964 feet of new underground fiber network to include electronics at \$12.71 per foot; adding one (1) system power supply unit at \$4,447 per unit; and performing network engineering and design with make-ready. Costs included in the budget are based on previously negotiated prices/rates which Cox uses for all new construction in the region. Leveraging the current agreements with Cox already has in place with existing vendors ensures the project is completed at the lowest possible cost.

16. The cost benefit index is comprised of three factors: (i) state share for the total project cost, (ii) state cost per unit passed, and (iii) the internet speed. From these statistics, individual cost benefit scores are calculated. Finally, the three component scores are averaged together and converted to a 30 point scale to form a composite score.

Answer:

- (i) \$ 119,976
- (ii) \$ 1,224.25
- (iii) 300/30 Mbps

Please reference information provided in #4, #12 and #18 and noted below:

#4 - The proposed network will pass 98 potential customers consisting of 94 residences to include 4 home-based business and 4 commercial businesses.

#12 - Total project expenditures are \$343,396 with \$223,420 of VATI revenues requested and \$119,976 Non-VATI/Cox Matching revenue funds utilized.

#18 - Cox offers five (5) advertised tiers of service for residential internet access: Cox Internet Starter at \$29.99 monthly; Essential at \$39.99 monthly; Preferred at \$59.99 monthly; Ultimate at \$79.99 monthly and Gigablast at \$119.99 monthly. For businesses, there are also three (3) plans: Internet 100 at \$84.99 per month; Internet 200 at \$134.99 per month; and Internet 300 at \$184.99 per month. (See Attachment/Optional: Cox Internet Service Offerings)

Unlike other providers, Cox offers discounted internet (\$9.95) through the Connect2Compete program for qualifying families with a student (K-12) receiving free or reduced lunch through the National School Lunch Program.

It is important to note Cox Communications is contributing a 35% total grant match which is a 15% increase to the 20% VATI grant requirement. Also, please note that Cox Communications is contributing a 35% total grant match which is a 15% increase to the 20% VATI grant requirement.

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17. A description of applicant and co-applicant's history or experience with managing grants and constructing broadband communications facilities in the Commonwealth of Virginia and elsewhere.

Answer:

Please refer to Attachment/Optional: Gloucester County & Cox Grant History

It is important to note the proven record by Gloucester County and Cox Communications of co-managing a previous 2017 VATI grant with the successful construction and expansion of broadband access that was completed on-time and on-budget.

Gloucester County has extensive experience managing grants, as noted in the above attachment. A few examples provided including: FEMA Mitigation Program (\$6.5 million); VDOT Transportation Enhancement (\$1.3 million); Land and Water Conservation Fund (\$500,000); Virginia Department of Fire Programs Burn Building \$216,857).

Cox Communications is the third largest cable television company in the United States and provides video and telecommunications services in Hampton Roads, Northern Virginia, and Roanoke. Cox has been operating in Hampton Roads for approximately 40 years and continues to invest heavily in its network. In the past 10 years alone, Cox has invested more than \$1.6 billion dollars in its Virginia network. These investments have not only allowed Cox to continue upgrading broadband speeds, it has allowed Cox to be the first national provider to begin deploying one gigabit (HGigablast") broadband to residents in Virginia. Cox will continue investing in the network to ensure gigabit broadband is available to all customers throughout the Cox footprint in Virginia within the next several years. Offering Gigabit speed is nothing new for Cox as it has been offering business access to multi-gigabit services for years through dedicated fiber networks.

18. Service

Describe the Internet service offerings to be provided after completion of this project and your price structure for these services. The service offerings should include all relevant tiers.

Answer:

Please refer to Attachment/Optional: Cox Internet Service Offerings

Cox offers five (5) advertised tiers of service for residential internet access: Cox Internet Starter at \$29.99 monthly; Essential at \$39.99 monthly; Preferred at \$59.99 monthly; Ultimate at \$79.99 monthly and Gigablast at \$119.99 monthly. For businesses, there are also three (3) plans: Internet 100 at \$84.99 per month; Internet 200 at \$134.99 per month; and Internet 300 at \$184.99 per month.

Unlike other providers, Cox offers discounted internet (\$9.95) through the Connect2Compete program for qualifying families with a student (K-12) receiving free or reduced lunch through the National School Lunch Program.

19. Additional Information

Any other equitable factor that the applicant desires to include.

Answer:

Please refer to the other Optional Attachments to Include:
Gloucester County Telecommunications Committee

Telecommunications Committee: The County has a newly formed Telecommunications Committee to assist and

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provide input to county staff and the Gloucester Board of Supervisors with broadband expansion as major committee mission. Members of the committee have not yet been appointed but it is anticipated appointments will be made in January or February 2019.

Attachments:

Derivation of Cost (Project Budget)

1DerivationofCostsProjectBudgetWorksheet102620171003341213201814942.pdf

Project Management Plan

2ProjectManagementPlan10242017201251213201814948.pdf

Supporting documentation for costs estimates

3SupportingCostEstimates10242017154071213201814953.pdf

Map(s) of project area, including proposed infrastructure

4MapsProjectAreaCountyCox1213201815000.pdf

Map(s) or schematic of existing broadband providers (inventory of existing assets)

5MapsExistingBroadbandProviders1213201815006.pdf

Documentation of relationship between applicant and co-applicant (formal or informal)

6RelationshipApplicantCoApplicant1213201815011.pdf

Two most recent Form 477 submitted to FCC

7CoxFCC4771213201815016.pdf

Documentation for in-kind contributions, including value(s)

8InKindContribution10242017155411213201815107.pdf

Documentation supporting project costs (i.e. vendor quotes)

9SupportingProjectCosts0242017154071213201815112.pdf

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Documentation of source of match funding

10SourceMatchFunding10242017156341213201815116.pdf

Documentation that proposed project area is unserved based on VATI criteria

11ProjectAreaUnserved1213201815139.pdf

Documentation that proposed project area is not designated for Connect America Funding (CAF)

12ConnectAmericaFundPhaseII20181213201815147.pdf

Funding Sources Table

13FundingSourcesTable9242018933231213201815156.pdf

(Optional) || Key Individuals for Project Management

14GloucesterCoxKeyIndividualsProgManage1213201815203.pdf

(Optional) || Gloucester County and Cox Grant History

15GloucesterCoxGrantHistory1213201815220.pdf

(Optional) || Cox Internet Packages and Costs

16CoxInternetPackageCosts20181213201815245.pdf

(Optional)

18TelecommunicationsCommittee1213201815304.pdf

CDBG Derivation of Cost

Product	Total	VATI	Non-VATI	Source of Estimate	Date
Construct approx. 1,100' of new overhead fiber network to include electronics @ \$30.17 per ft.	\$ 33,187	\$ 21,572	\$ 11,615	Cox Communications	10/16/2017
Construct approx. 21,651' of new overhead coaxial network to include electronics @ \$6.23 per ft.	\$ 134,886	\$ 87,676	\$ 47,210	Cox Communications	10/16/2017
Construct approx. 10,964' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 139,352	\$ 90,579	\$ 48,773	Cox Communications	10/16/2017
Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 2,891	\$ 1,556	Cox Communications	10/16/2017
Perform network engineering & design & make-ready	\$ 31,524	\$ 20,702	\$ 10,822	Cox Communications	10/16/2017
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
Total Cost of Project	\$ 343,396	\$ 223,420	\$ 119,976		

Supporting Cost Estimates

	A	B	C	D	E	F
1						
2	Product	Total	VATI	Non-VATI	Source of Estimate	Date
3	Construct approx. 1,100' of new overhead fiber network to include electronics @ \$30.17 per ft.	\$ 33,187	\$ 21,572	\$ 11,615	Cox Communications	10/16/2017
4	Construct approx. 21,651' of new overhead coaxial network to include electronics @ \$6.23 per ft.	\$ 134,886	\$ 87,676	\$ 47,210	Cox Communications	10/16/2017
5	Construct approx. 10,964' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 139,352	\$ 90,579	\$ 48,773	Cox Communications	10/16/2017
6	Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 2,891	\$ 1,556	Cox Communications	10/16/2017
7	Perform network engineering & design & make-ready	\$ 31,524	\$ 20,702	\$ 10,822	Cox Communications	10/16/2017
8		\$ -	\$ -	\$ -		
9		\$ -	\$ -	\$ -		
10		\$ -	\$ -	\$ -		
11	Total Cost of Project	\$ 343,396	\$ 223,420	\$ 119,976		



Legend

Sampling Business License CODE

- 2 Home Based
- 4 Commercial
- Residence

Road Centerlines

Road Class

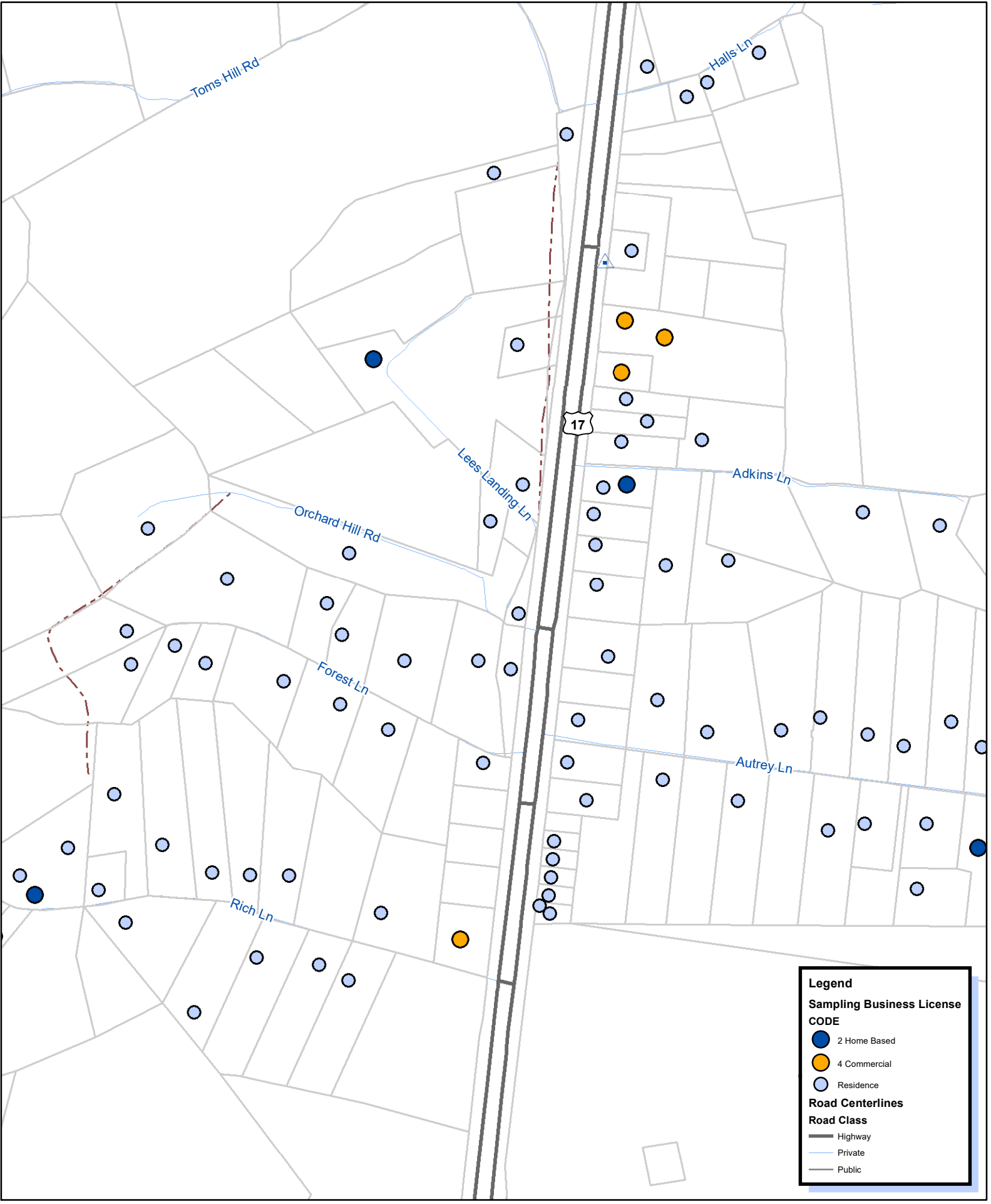
- Highway
- Private
- Public

0 0.035 0.07 0.14 Miles

VATI - Adner Rd to Halls



Date Saved: 12/11/2018 11:01:54 AM
 Document Path: G:\GLOUCTY\Publication\Maps\Administration\Broadband Initiative\UnderservedAreas.mxd



Legend

Sampling Business License CODE

- 2 Home Based
- 4 Commercial
- Residence

Road Centerlines

Road Class

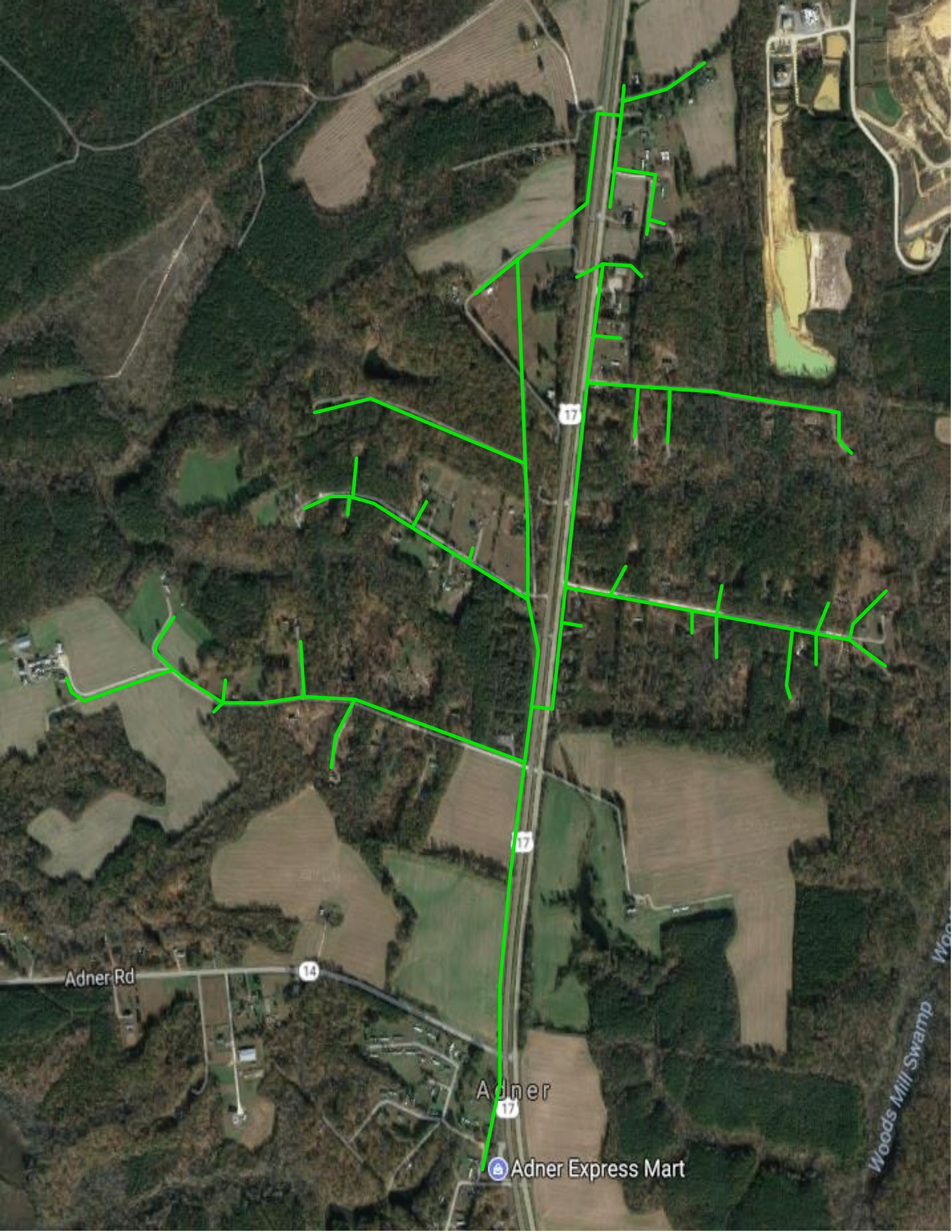
- Highway
- Private
- Public

0 0.035 0.07 0.14 Miles

VATI - Adner Rd to Halls



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Adner Rd

14

Adner

17

Adner Express Mart

17

17

Woods Mill Swamp



George Washington Memorial Hwy

Halls Ln

Adkins Ln

Orchard Hill Rd

Orchard Hill Rd

Forest Ln

Waste Management - Middle Peninsula Landfill





Forest Ln

Orchard Hill Rd

George Washington Memorial Hwy

Autrev Ln

Rainier & Rainier

Rich Ln

Rich Ln

Rich Ln

Rich Ln

17



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17

Adner

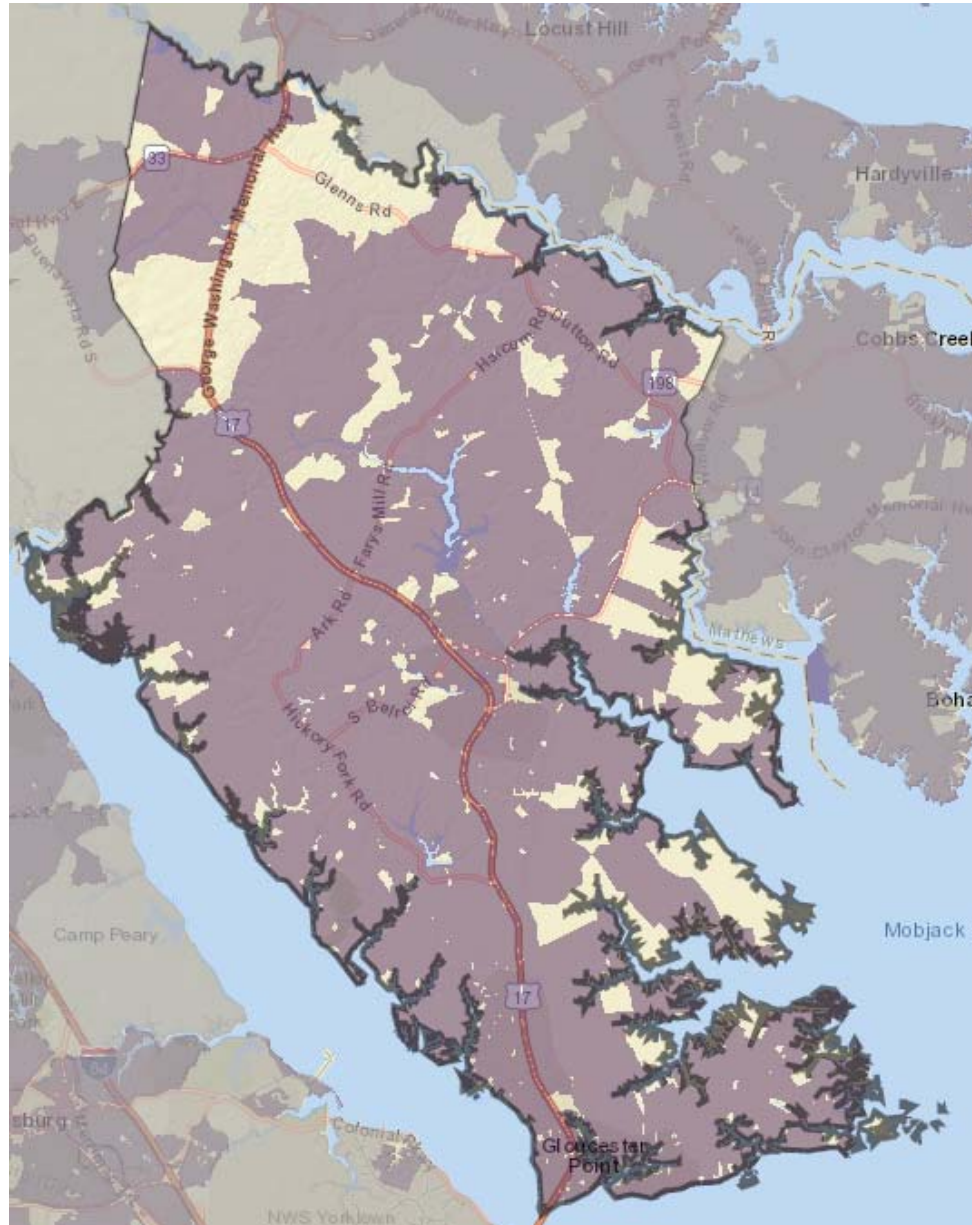
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Adner Express Mart

Woods Mill Swamp

Cable Coverage

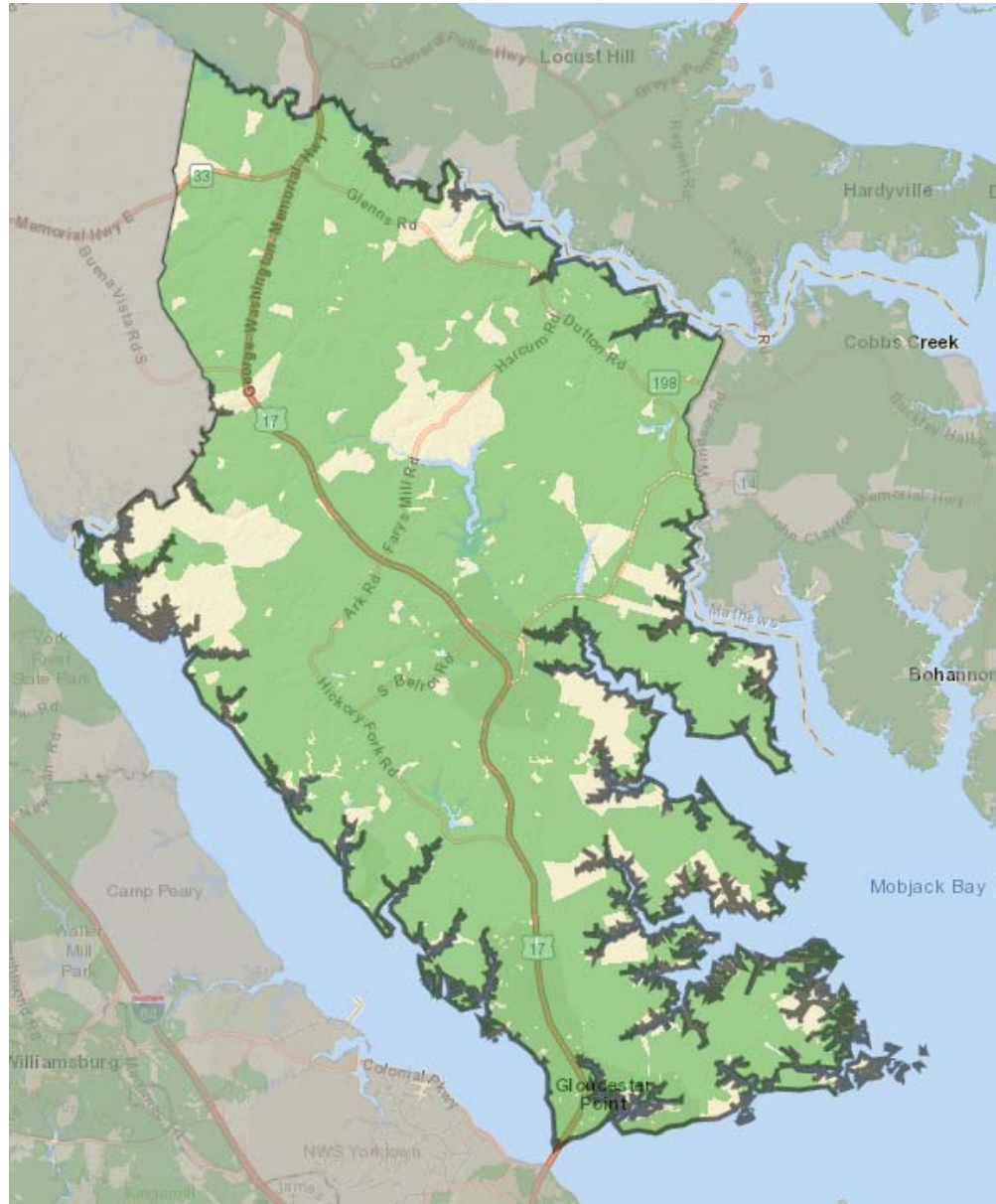
COX



Note: FCC generated map provided by the Center for Innovation Technology (CIT)

DSL Coverage

VERIZON



Note: FCC generated map provided by the Center for Innovation Technology (CIT)




INTERNET SERVICE PROVIDERS IN SALUDA, VIRGINIA

Only showing providers serving 23149 ✕




[Advertiser Disclosure](#)

- Residential (7)
- Business (8)
- Mobile (3)

RESIDENTIAL INTERNET PROVIDERS IN SALUDA

Provider	ZIP COVERAGE	SETUP SERVICE
VERIZON HIGH SPEED INT... 	86.4%	(855) 584-5279
ATLANTIC BROADBAND 	37.6%	(888) 536-9600
COX 	33.7%	(855) 802-7767

FIXED WIRELESS PROVIDERS ?

Provider	ZIP COVERAGE	SETUP SERVICE
NNWIFI 	50.0%	(804) 436-9434
VIRGINIA BROADBAND LLC 	46.3%	(540) 829-1700
KQVA.NET 	13.9%	(855) 250-5782

SATELLITE INTERNET PROVIDERS

HUGHESNET



ZIP COVERAGE

100.0%

SETUP SERVICE

(877) 696-3529

INTERNET ACCESS IN SALUDA, VIRGINIA

The average download speed in Saluda is 9.41 Mbps. This is 82.0% slower than the average in Virginia and 337.2% slower than the national average.

There are 14 internet providers in Saluda with 7 of those offering residential service.

Saluda is the 112th most connected city in Virginia ahead of Weems, White Stone, Urbanna, Gloucester, and West Point.

There are 11 companies offering business internet services in Saluda.

46% of Saluda residents are still severely limited in wired broadband choices.

There are 186 internet providers in all of Virginia.

Almost 91% of consumers in Virginia have access to a wired connection with true broadband speeds faster than 25mbps.

In Middlesex County, approximately 1,000 people do not have access to 25mbps wired broadband.

89.5% of Virginians have access to 100mbps or faster broadband.

45.6% OF CONSUMERS IN SALUDA

1,000 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Competition Map

Download Speeds

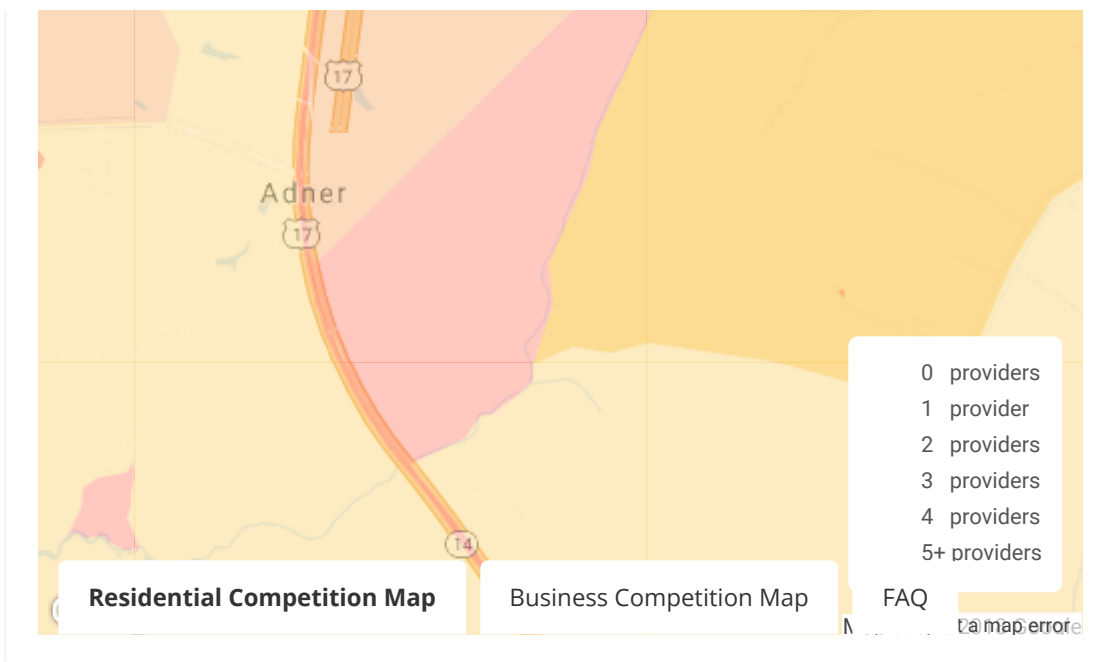
INTERNET PROVIDER COMPETITION MAP FOR SALUDA



INTERNET PROVIDER COMPETITION MAP FOR SALUDA



<https://broadbandnow.com/Virginia/Saluda?zip=23149>



SUMMARY OF INTERNET PROVIDERS IN SALUDA

Provider	Type	Coverage	Speed
RESIDENTIAL Verizon High Speed Internet	DSL	86.4%+	15 Mbps
RESIDENTIAL Northern Neck Wireless Internet	Fixed Wireless	50.0%+	15 Mbps
RESIDENTIAL VIRGINIA BROADBAND LLC	Fixed Wireless	46.3%+	3.0 Mbps
RESIDENTIAL Atlantic Broadband	Cable	37.6%+	150 Mbps
RESIDENTIAL Cox Communications	Cable	33.7%+	300 Mbps
RESIDENTIAL KQVA.net	Fixed Wireless	13.9%+	6.0 Mbps
RESIDENTIAL HughesNet	Satellite	100%	25 Mbps
BUSINESS Verizon High Speed Internet	DSL	100%	15 Mbps

Provider	Type	Coverage	Speed
BUSINESS Northern Neck Wireless Internet	Fixed Wireless	68.3%+	15 Mbps
BUSINESS Crown Castle Fiber	Fiber	47.3%+	1,000 Mbps

[Show More](#)

Saluda, VA has a total of 15 provider networks: 2 cable providers, 1 copper provider, 2 DSL providers, 2 fiber providers, 3 fixed wireless providers, 3 mobile broadband providers, 2 satellite providers

[Home](#) › [Virginia](#) › [Saluda](#)

Last Updated on 12/4/2018.

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**Gloucester County
Administrator's Office**

Telephone 804-824-2458

P. O. Box 329, Gloucester, Virginia 23061

Fax 804-693-6004

December 7, 2018

Virginia Department of Housing and Community Development
Virginia Telecommunications Initiative (VATI)
Via DHCD CAMS Upload

Director Shelton:

Gloucester County is grateful for the opportunity to submit this VATI grant application for consideration by the DHCD. As you are aware, localities across the Commonwealth are struggling to find ways to bridge the digital divide and provide the opportunity for broadband services to our citizens. While Gloucester County continues to seek a macro level approach that will provide services to all of our citizens, we believe the targeted approach outlined in our proposal provides an appropriate pathway to provide broadband services at speeds well in excess of the grant threshold to over 100 citizens and multiple businesses.

The Gloucester County Board of Supervisors unanimously supports the partnership with Cox Communications with whom our community already has a long-standing franchise agreement. We believe our experience managing grants, with values multiple times that available through this opportunity, together with the industry recognized ability of Cox to expand their already existing broadband system, provides an opportunity to deploy broadband to our citizens in a manner that meets all grant requirements with very limited risk. That is, for our combined team, confidently putting the available grant funding to work in accordance with program stipulations is well within the capability of each of our organizations.

We sincerely appreciate your consideration of our application. Please do not hesitate to contact me if you have any concerns or questions about our proposal.

Sincerely,

J. Brent Fedors
County Administrator

cc: File



Government and Public Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

December 1, 2018

J. Brent Fedors
Gloucester County Administrator
P.O. Box 329
Gloucester, Virginia 23061

Mr. Fedors,

Thank you for the opportunity to work with the County on a third grant application to help provide broadband service to additional homes along Route 17 in Gloucester that are currently unserved. Cox Communications is a committed partner to this project and we look forward to coordinating with your great team to make this grant application successful.

Cox Communications has been providing video and telecommunications service in the Commonwealth for more than 40 years and we have continually looked for ways to enhance and expand our network to meet the needs of our customers. Since 2006, Cox has invested nearly \$2 billion in our Virginia network which has allowed us to repeatedly increase internet speeds and be the first national communications company in Virginia to commit to, and begin deploying, 1 Gigabit internet ("Gigablast") service to our residential customers. These investments and services have significant impact on economic development by increasing opportunities for residents to telework and by allowing more home-based businesses to thrive.

This is an exciting time and we appreciate the opportunity to work with Gloucester County on a new grant application for this last-mile project that could help to bring broadband service to more than 90 residents and businesses.

As always, please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Sarah Buck".

Sarah Buck
Manager, Public Affairs



Government Affairs
1341 Crossways Boulevard
Chesapeake, Virginia 23320
757-369-4632

COPY

August 14, 2013

Brenda Garton
County Administrator
Gloucester County
P.O. Box 329
Gloucester, VA 23061

Re: Franchise Extension

Dear Ms. Garton:

According to our records, the cable franchise between Cox Communications Hampton Roads, LLC ("Cox") and Gloucester County is eligible for an extension of the franchise term. Please consider this a formal notification that Cox has chosen to exercise its right as set forth in Section 2, Paragraph 4 of the Franchise Agreement to extend the term of this franchise for an additional five years. With this extension, Cox's Franchise Agreement will now expire on March 2, 2021.

We are dedicated to providing the residents of the County with high quality cable television programming and services for many years to come.

If you have any questions, please do not hesitate to contact me directly at 757-369-4632. In the meantime, we would appreciate your signing where indicated below to acknowledge your receipt of this letter and returning a copy of the signed document for our records.

Sincerely,

Barrett Stork
Manager, Government Affairs

Cc: Christi A. Lewis, Director
Gloucester Community Education
P.O. Box 1306
Gloucester, VA 23061

CC: Ted W.
Christi L.
File

Tracy Kubicz
Government Affairs Coordinator
1314 Crossways Blvd
Chesapeake, VA 23320
(757) 222-8158 Office
(757) 779-6974 Cell



Federal Express

March 3, 2011

Ms. Brenda Garton
County Administrator
6467 Main Street
Gloucester, Virginia 23061

**Re: Franchise Agreement by and between Gloucester County and Cox
Communications Hampton Roads, LLC**

Dear Ms. Garton:

Enclosed please find an executed copy of our Franchise Agreement.

If you have any questions, please do not hesitate to contact me at (757) 222-8158 or
Kathryn Falk, Vice President of Government Affairs, (703) 480-5248.

We look forward to continuing to serve the residents, businesses and organizations
Gloucester County.

Sincerely,

Tracy Kubicz

Enclosure

At a meeting of the Gloucester County Board of Supervisors held on Tuesday, February 15, 2011 in the Colonial Courthouse, located at 6504 Main Street, Gloucester, Virginia: On a motion duly made by Ms. Theberge, and seconded by Mr. Crewe the following Ordinance was adopted by the following vote:

Carter M. Borden, yes;
Robert A. Crewe, yes;
John H. Northstein, yes;
Michelle R. Ressler, yes;
Christian D. Rilee, yes;
Louise D. Theberge, yes;
Gregory Woodard, yes;

AN ORDINANCE GRANTING A RENEWAL OF THE CABLE TELEVISION FRANCHISE TO COX COMMUNICATIONS, LLC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF GLOUCESTER, VIRGINIA, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE RENEWED FRANCHISE, PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY, AND PRESCRIBING PENALTIES FOR VIOLATIONS.

WHEREAS, on December 6, 2005, the Board of Supervisors of Gloucester County, Virginia granted a non-exclusive cable system franchise to Cox Communications Hampton Roads, LLC; and

WHEREAS, the franchise agreement between Cox Communications, LLC and the County expired on December 5, 2010; and

WHEREAS, Cox Communications, LLC requested and received from this Board an extension of time, until March 1, 2011, to complete negotiations and to prepare the franchise agreement for presentation and consideration by this Board; and

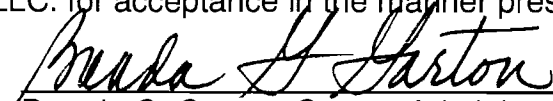
WHEREAS, during that extension of time, in an effort to renew the current cable television franchise agreement, the County continued renewal negotiations with Cox Communication, LLC pursuant to Va. Code Section 15.2-2108.30 and 47 U.S.C. 546(h); and

WHEREAS, the County completed negotiations, and the franchise renewal agreement is hereby presented for the consideration of this Board; and

WHEREAS, a duly advertised public hearing was held on February 15, 2011.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Gloucester County Board of Supervisors this 15th day of February, 2011, that the attached non-exclusive Gloucester County/Cox Communications Cable Television Franchise Renewal Agreement is hereby approved and adopted, and that this adoption by the Board be confirmed by the Chair affixing his signature to the Agreement and forwarding it to Cox Communications, LLC. for acceptance in the manner prescribed therein.

A Copy Teste:


Brenda G. Garton, County Administrator

**GLOUCESTER COUNTY
COX COMMUNICATIONS
CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

February 15, 2011

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**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Gloucester County/Cox Communications Cable Television Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The words "shall" and "will" are always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
 - a. "Access Channel" means a video Channel for the transmission of non-commercial Governmental or Educational access programming as directed by the County of Gloucester or Gloucester County Public Schools.

 - b. "Applicable Laws" means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.

 - c. "Basic Cable Service or Basic Service Tier" shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning the Cable Service tier that includes (i) the retransmission of local television broadcast channels, and (ii) EG Access Channels required to be carried on the Basic Service Tier.

 - d. "Board" means the Board of Supervisors of Gloucester County, Virginia.

 - e. "Cable Service" or "Service" means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(6).

 - f. "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;
 - iii. a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - iv. an open video system that complies with 47 U.S.C. § 573;
 - v. any facilities of any electric utility used solely for operating its electric utility systems; or
 - vi. a facility that serves fewer than twenty (20) subscribers; or fewer than fifty (50) subscribers within the County if such subscribers are part of a larger system franchised in an adjacent locality.
- g. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC.
 - h. "Communications Sales and Use Tax" means all applicable requirements as defined under the provisions of Section 58.1-645 of the Code of Virginia (the "Communications Sales and Use Tax") in its current form and as may be amended.
 - i. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the Service.
 - j. "County" means the County of Gloucester, Virginia.
 - k. "County Administrator" means the County Administrator of Gloucester County, Virginia, as defined by the Code of Virginia.
 - l. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

- m. "EG Access" means the designated educational and governmental access Channels for the County and public school system.
- n. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- o. "Franchise" or "Cable Franchise" means this franchise ordinance and the regulatory and contractual relationship established hereby.
- p. "Grantee" is Cox Communications Hampton Roads, LLC, its lawful successors, transferees or assignees.
- q. "Installation" means the connection of the Cable System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- r. "Normal Business Hours" means those hours during which most similar businesses in County are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours.
- s. "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
- t. "Other Programming Service" means information that a cable operator makes available to all Subscribers generally.
- u. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Other Programming Services.
- v. "Person" is any Person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- w. "Public Property" is any real estate owned by the County, other than a Right-of-Way,
- x. "Right-of-Way" or "Rights-of-Way" means all public streets and utility easements, now or hereafter held or controlled by the County, but only to

the extent of the County's right, title, interest, or authority to grant a franchise to occupy said areas for a cable system.

- y. "Service Area" or "Franchise Area" means the entire geographic area within the County as it is now constituted or may in the future be constituted.
- z. "Service Interruption" means the loss of picture or sound on one (1) or more Cable Channels.
- aa. "Standard Installation" means any residential or commercial Installation which can be completed using a Drop of two hundred (200) feet or less.
- bb. "Street" means the area on, below, or above any street, road, highway, lane, pathway, alley, sidewalk, boulevard, driveway or any easement now or hereafter held by the County which shall, within its proper use and meaning, in the sole opinion of County, entitle Grantee to the use thereof for the purpose of installing facilities and equipment ordinarily necessary and appurtenant to a cable system.
- cc. "Subscriber" means any Person who lawfully receives Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant not the building owner, except in the case of a bulk services agreement.
- dd. "Utility easement" means any easement owned by the County and acquired, established, dedicated or devoted for public utility purposes not inconsistent with the cable system.
- ee. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Failure of Grantee to provide a System as described herein, or meet the obligations and comply with all provisions herein, shall be deemed a violation of this Franchise.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of County ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and

under the Rights-of-Way in County a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.

- b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if County determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
 - c. This Franchise shall be nonexclusive, and County specifically reserves the right to grant, at any time, additional Franchises for a System in accordance with state and federal law. Notwithstanding the foregoing, if at any time during the term of this Franchise the County grants a franchise or other operating authority to another Person to provide cable service or operate a cable system, the material terms and conditions of such additional franchise or operating authority shall be reasonably comparable to, or more restrictive than, the terms and conditions of this Franchise Agreement, taking into account any applicable legal limitations on the County's authority.
3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9 (5) of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.
 4. Franchise Term. The Term of this Franchise renewal shall be five (5) years from the date of acceptance by the Grantee, unless sooner renewed, revoked or terminated as herein provided. Grantee shall be afforded the option of extending this Franchise on the terms and conditions contained herein, for one (1) Additional Term of five (5) years. The Grantee shall notify the County in writing during the six-month period commencing on the thirty-sixth month before the expiration of the Term of its intent to either (1) exercise its right to an Additional Term, or (2) allow the Franchise to expire as of the expiration date of the current Term. At or near the end of the Additional Term, if any, Grantee shall provide notice of its intent to renew the Franchise as required by applicable law.

5. Compliance with Applicable Laws, Resolutions and Ordinances.

- a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in County. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of County. This Franchise may also be modified or amended with the written consent of County and Grantee as provided in Section 12 (3) herein.
- b. Grantee shall comply with the terms of any County ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within County, which may have the effect of superseding, modifying or amending the terms herein, except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
- c. In the event of any conflict between this Franchise and any County ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms of this Franchise shall be superseded by such County ordinance or regulation, except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
- d. In the event any County ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
- e. In the event Grantee believes there is a conflict between this Franchise and any Right-of-Way requirement of County, Grantee shall immediately provide written notice to the County of such conflict, including Grantee's proposed course of action in accordance with Section 2 (8). County shall provide a written response within fourteen (14) days of receipt indicating consent to Grantee's proposed course of action or requiring a different course of action. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

6. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Laws.
7. Territorial Area Involved. This Franchise is granted for the Service Area defined in Section 1(2)(y). Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides.
8. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or County's manager of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to County: County Administrator
 P. O. Box 329
 Gloucester, VA 23061

If to Grantee: Cox Communications Hampton Roads, LLC
 1341 Crossways Boulevard
 Chesapeake, VA 23320

With copy to:
Cox Communications
ATTN: Legal Dept.
1400 Lake Hearn Dr.
Atlanta, GA 30030

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

9. Ownership of Grantee. Grantee shall provide a corporate ownership summary which shall be set forth in Exhibit A hereto.

**SECTION 3.
CONSTRUCTION STANDARDS**

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit, if required by County ordinance, prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, County understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify County prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to County.
 - c. Any permit fees of general applicability are separate and in addition to any other fees included in the Franchise.
 - d. County may issue reasonable policy guidelines applicable to users of the Rights-of-Way to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with County in establishing such policy and comply with the generally applicable procedures established by the County Administrator or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
 - e. Grantee shall notify the County, by permit application or otherwise, prior to commencing any construction or reconstruction on the Rights-of-Way of County.
 - f. Failure to obtain approval or permits or to comply with permit requirements shall subject Grantee to all enforcement remedies available to County.
 - g. The County will endeavor to notify Grantee of any pre-construction meetings, and a representative of Grantee will, if notified, attend such meetings either in person or by phone, to ensure that the newly constructed Cable System facilities are installed in new developments within County in a timely manner.
 - h. County and Grantee shall schedule and hold an annual meeting at a mutually agreeable time and place to coordinate construction plans of both parties for the upcoming year.

2. Use of Existing Poles or Conduits.

- a. Grantee shall utilize existing and/or replacement poles, conduits and other facilities whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property until the written approval of County is obtained. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever County determines that the public convenience would be enhanced thereby.
- b. The facilities of Grantee shall be installed underground where existing telephone and electric services are both underground at the time of construction by Grantee and in areas of new development as required by the County Code. In areas where either telephone or electric utility facilities are installed aerially at the time of System construction, Grantee may install its facilities aerially on existing poles; however, at such time as the existing aerial facilities of the telephone and electric utilities are placed underground and utility poles are removed, Grantee shall likewise place its facilities underground at its sole cost. If County requires utilities to bury lines which are currently overhead, and the County financially participates in said undergrounding, then the County shall provide the same cost sharing to the Grantee.

3. Minimum Interference.

- a. Grantee shall use its best efforts to give reasonable prior notice to any private property owners who will be affected by Grantee's work in the Rights-of-Way.
- b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

4. Disturbance or Damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as reasonably determined by County. If Grantee shall fail to promptly perform the restoration required herein, after written request of County and reasonable opportunity to satisfy that request, County shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event County determines that Grantee is responsible for such disturbance or damage,

Grantee shall be obligated to fully reimburse County for such restoration within thirty (30) days after its receipt of County's invoice thereof.

5. Temporary Relocation.

a. At any time during the period of the Franchise, Grantee shall, at its own expense unless public funds are available to reimburse facility owners for such activities, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of County, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a County project or activity makes disconnection, removal, or relocation necessary or less expensive for County.

b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and shall not exceed the actual costs of the Grantee. The Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

6. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the County Administrator, sheriff, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against County for restoration, repair or damages.

7. Tree Trimming. The Grantee shall have the authority to trim trees upon and overhanging roads, streets, alleys, sidewalks and public places within the County so as to prevent the branches of such trees from coming in contact with the wires and cables and at the expense of the Grantee.

8. Protection of Facilities. Nothing contained in this section shall relieve any Person, including the County, from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

9. Installation Records. Grantee shall keep accurate records of the location of all facilities in the Rights-of-Way and public ways and furnish a map of same to County upon request. Grantee shall cooperate with County to furnish such information in an electronic mapping format, if possible compatible with the then-

current County electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of-Way and public ways, Grantee shall provide County with records in an electronic format, if possible compatible with the then-current County electronic mapping format showing the location of the underground and above ground facilities.

10. Locating Facilities.

- a. If, during the design process for public improvements, County discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with County to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
- b. County reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the limits of County rights-of way.

11. County's Rights.

- a. When County uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as County directs, unless public funds are available to reimburse facility owners for such relocation costs.
- b. Nothing in this Franchise shall be construed to prevent County from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

12. Facilities in Conflict. If, during the course of a project, County determines Grantee's facilities are in conflict, the following shall apply:
 - a. Prior to County issuance of a Notice to Proceed to Contractor, Grantee shall, within a reasonable time, but in no event exceeding two (2) months, remove or relocate the conflicting facility. This time period shall begin running upon receipt by Grantee of written notice from County. However, if both County and Grantee agree, the time frame may be extended based on the requirements of the project.
 - b. Subsequent to County issuance of a Notice to Proceed to Contractor, County and Grantee will immediately begin the coordination necessary to remove or relocate the facility. Removal or relocation is to begin no later than seventy-two (72) hours, if practicable, after written notification from County of the conflict.
 - c. In the event County becomes aware of a potential delay involving Grantee's facilities, County shall promptly notify Grantee of this potential delay.
13. Interference with County Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with County's placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other County systems that have been, or may be, installed, maintained, used or authorized by County.
14. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way and public ways of County and agrees to relocate its facilities, if necessary, to accommodate another facility relocation. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.
15. Collocation. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along County Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities.

16. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with County's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with County communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of County, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of County or any Person.

**SECTION 4.
SYSTEM SPECIFICATIONS**

1. System Upgrade/Construction: Minimum Channel Capacity.

- a. Grantee shall develop, construct, operate and maintain for the term of this Franchise a System providing a minimum of 862 MHz capacity. Design specifications found in Exhibit D attached hereto are hereby incorporated as part of this Franchise.
- b. The System will utilize a hybrid fiber-coaxial architecture. In addition, the System will be designed with the capability to transmit return signals upstream in the 5-42 MHz spectrum. Grantee shall install or replace any existing headend equipment with state-of-the-art standard frequency headend equipment and maintain such equipment as necessary to meet current FCC technical standards.
- c. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies County and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to County's rights pursuant to 47 U.S.C. § 545. Location and relocation of the EG Channels shall be governed by Section 6 and Exhibit B.

2. Construction Timetable. On or about thirty (30) days prior to construction or upgrade of the System, affected Subscribers will receive a letter notifying them of same, which letter shall include Grantee's telephone number that Subscribers can use to contact Grantee with any questions or concerns they may have. No less than forty-eight (48) hours before construction, all affected Subscribers will receive written notification regarding Grantee's construction schedule which will also include Grantee's telephone number. Nothing shall prohibit Grantee from consolidating the notices required in this subparagraph.
3. Future System Modifications. County and Grantee recognize that Grantee's System is operated as part of Grantee's greater Hampton Roads regional organization. To assure that Grantee's Cable System in the County maintains the same capabilities as other systems operated by Grantee in the Hampton Roads region, Grantee agrees that when a majority of Grantee's Cable Systems in the Hampton Roads region serving localities of less than 100,000 in population obtain a capability or technology (except for service trials or technology tests less than two years old) with respect to any Cable Service that exceeds that provided by Grantee in the County, the County may require Grantee to provide the same capability on its System in the County. Grantee shall complete any necessary modification of its System within twelve (12) months of receipt of the County's request.
4. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption upon request.
5. Emergency Alert Capability. Grantee shall comply with the Emergency Alert System ("EAS") Federal Emergency Alert Systems regulations, 47 C.F.R., Sec. 76. In the event of a state or local civil emergency, the EAS shall be remotely activated as set forth in the Virginia EAS Plan. Within one-hundred twenty (120) days of receiving a written request from the County, Grantee shall also provide the capability to allow the County to transmit video and/or audio signals from the Gloucester Emergency Operations Center, currently located at 7502 Justice Drive, Gloucester, to appear on the EG Channel dedicated to government access programming.
6. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. In addition, Grantee is subject to the technical standards outlined in Exhibit D attached hereto.

7. Special Testing.

- a. County shall have the right to inspect and test all construction or Installation work performed pursuant to the provisions of the Franchise. In addition, County may require special testing of a location or locations within the System as desired at any time during the term of this Franchise. Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance or for routine verification of Grantee's compliance with FCC technical standards. County shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
- b. Before ordering such tests, Grantee shall be afforded thirty (30) days advance written notice. County shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which may be the focus of concern. If, after such meetings and inspections, County wishes to require special tests and the thirty (30) days have elapsed, the tests shall be conducted at County's expense by a qualified engineer selected by County. Grantee shall participate and cooperate in such testing and shall not assess County or Subscribers any additional fees or costs associated with time or labor Grantee may incur as a result of its participation in such testing.

8. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of County also be filed with County or its designee within ten (10) days of filing with the FCC.

9. Line Extension.

- a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of twenty-five (25) residential units per one (1) cable mile of System, as measured from the nearest tap on the Cable System.
- b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within thirty (30) days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
- c. Any residential and/or commercial unit located within two hundred (200) feet of the nearest tap on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. (Service

to commercial units or multiple dwelling units shall be provided upon terms reasonably acceptable to Grantee.) Grantee shall, upon request by any potential Subscriber residing in County beyond the two hundred (200) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.

- d. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within thirty (30) days of a request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.
10. Lockout Device. The System shall provide adequate security provisions in its Subscriber equipment to permit parental control over the use of Cable Services on the System consistent with federal law.

SECTION 5. SERVICE PROVISIONS

1. Regulation of Service Rates. County may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the County chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The County shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations. County reserves the right to regulate rates for any future Services to the extent permitted by law.
2. Basic Service. Grantee shall offer Basic Cable Service, as required by law, including the local EG Access Channels required to be carried on the basic tier. Grantee retains the right to add, delete or modify the programming on such Basic Service tier.
3. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its Services within County. If asked by a non-Subscriber or current Subscriber seeking service options, Grantee shall inform the current Subscriber or non-Subscriber of all levels of Service available, including the lowest priced Basic Cable Service tier. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.
4. Consumer Protection and Service Standards. Grantee shall maintain its local customer service and bill payment office in the County for receiving Subscriber

payments, handling billing questions, equipment replacement and customer service information. Grantee may relocate or close this office during the term of this franchise if Grantee's business necessity requires it and equivalent service to customers can be provided by other reasonable means agreed upon by both Grantee and County. The County's approval of alternative customer service options shall not be unreasonably denied. Grantee shall not relocate or close such office without one-hundred twenty (120) days prior written notice to County, which notice shall clearly state the reasoning supporting Grantee's decision and provide the alternatives by which comparable customer service will be provided. The Grantee shall comply with the standards and requirements for customer service set forth below and shall comply with all applicable regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise, that impose higher or additional customer service standards on a cable operator, and shall not contest any decision by the County to enforce the standards set forth herein or such other standards in accordance with Applicable Laws.

a. Cable System office hours and telephone availability:

- i. Grantee shall maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
 - (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
- iii. Grantee shall measure compliance with the telephone answering standards above as necessary.
- iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
- v. Customer service center and bill payment locations will be open at least during Normal Business Hours.

- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards shall be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:
- i. Aerial Standard Installations will be performed within seven (7) business days after an order has been placed and Grantee receives all necessary approvals for such installation. Underground Standard Installations will be performed within (7) business days after Grantee receives all necessary approvals for such installation.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- c. Communications between Grantee and Subscribers:
- i. Notifications to Subscribers:
 - (1) Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
 - (c) Installation and Service maintenance policies;
 - (d) Instructions on how to use the Cable Service;

- (e) Channel positions of the programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the County.
 - (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5(4)(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or County on the transaction between the operator and the Subscriber.
 - (3) All programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies County and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments directed to each Subscriber individually through mailed notice or as an insert or addendum to the Subscriber's monthly bill, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to County's rights pursuant to 47 U.S.C. § 545. Location and relocation of the EG Channels shall be governed by Section 6 and Exhibit B.
- ii. Billing:
- (1) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- iii. Refunds: Refund checks will be issued promptly, but no later than either:
- (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (2) The return of the equipment supplied by Grantee if Service is terminated.

- iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- 5. Refund Policy.
 - a. If a Grantee's Cable Service is interrupted or discontinued for twenty-four (24) or more consecutive hours, its Subscribers must be credited pro rata for such interruption upon request. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. For this purpose, every month will be assumed to have thirty (30) days.
 - b. In the event a Subscriber establishes or terminates Service and receives less than one (1) full month of Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Cable Service is terminated.
- 6. Late Fees. Fees for the late payment of bills shall not be assessed until after the service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid.

**SECTION 6.
ACCESS CHANNEL(S) PROVISIONS**

- 1. Grantee Support for EG Access. Grantee shall provide the following support for EG Access usage within the Service Area:
 - a. Provision of the Channels designated in Exhibit B of this Agreement on the Basic Service Tier for local EG programming and access use at no charge in accordance with the requirements of Exhibit B. In the event Grantee elects to offer the EG Access Channels solely in digital format, Grantee and the County shall cooperate on a plan to inform subscribers of such change.
 - b. An EG access Capital Grant to the extent specified in Exhibit B of this Agreement.
 - c. Provision of free public building Installation and Cable Service as more clearly specified in Exhibit B.
- 2. EG Access Interconnection. Upon written request from the County, Grantee shall allow other franchised cable operators to interconnect with Grantee's Cable System for the sole purpose of allowing the transmission of EG access programming to such other franchise cable operators within the County. Nothing

shall prohibit Grantee from requiring such other cable operators to pay the costs of such interconnection, including construction, signal transport and maintenance costs.

3. Compliance with Federal Law. Grantee and County agree that the EG access Capital Grant referenced in Exhibit B will not be deemed to be a "Franchise Fee" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542), and such obligation shall not be deemed to be a "payment in kind."
4. Unused EG Channels. Consistent with federal law, the County may issue rules and procedures under which the Grantee is permitted to use the EG Channels when they are not being used for EG Access purposes, and rules and procedures under which such use shall cease.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The County Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the County Board shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Communications Sales and Use Tax.

The parties shall comply with all applicable requirements of the provisions of Section 58.1-645 of the Code of Virginia (the "Communications Sales and Use Tax") in its current form and as it may be amended. Should at any time during the term of this Agreement the Communications Sales and Use Tax be repealed or amended to reduce or eliminate the payment of taxes by the Grantee on the provision of Cable Services over the Cable System, the County may, to the extent allowable under applicable law, require upon sixty (60) days written notice that the Grantee pay to the County a franchise fee based on Grantee's gross revenues in an amount established by the County that is no greater than that allowed by federal law; provided, however, that: (1) any such requirement to pay a franchise fee applies equally to all franchised cable operators in the County; (2) the Grantee shall not be compelled to pay any higher percentage of gross revenues as franchise fees than any other franchised cable operator providing service in the County; and (3) Grantee shall not be obligated to pay franchise fees on revenues not included in gross revenues of any other franchised cable operator in the County. Any payment of franchise fees to the County pursuant to this Agreement shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each quarter.

3. Access to Records. Upon not less than thirty (30) business days written notice to the Grantee, the County shall have the right, at any time during Normal Business Hours as reasonably determined by the parties, to inspect the Grantee's books

and records pertaining to Grantee's provision of Cable Service in the Franchise Area as reasonably necessary to ensure compliance with the terms of this Franchise; provided, however, that inspections of financial records including audits performed pursuant to Section 7(6) shall be performed no more frequently than once every twenty-four (24) months. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Grantee may organize the necessary books and records for appropriate access by the County. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than two (2) years. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

4. Reports to be Filed with County. Upon written request from the County, Grantee shall provide the County with a summary of written complaints received by the Grantee during the immediately preceding 12-month period, or such shorter timeframe as requested by the county.
5. Periodic Evaluation.
 - a. County may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to Grantee, provided there shall not be more than one evaluation session during each five year term or renewal.
 - b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access Channels, facilities and support, municipal uses of cable, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics County or Grantee deems relevant.
 - c. As part of any periodic evaluation proceeding the County shall have the right to visit and/or inspect the Grantee's headend facility, customer service center and any other facilities of Grantee whether or not located in the County to the extent such facilities are in any way related to Grantee's ability to provide Cable Services to the County.
 - d. As a result of a periodic review or evaluation session, upon notification from County, Grantee shall meet with County and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are both economically and technically feasible as measured over the remaining life of the Franchise.
6. Audit. Evaluations performed pursuant to Section 7(5) of this Agreement may include an audit of all records reasonably necessary to confirm the accurate payment of the PEG Capital Fee. Grantee shall bear the County's reasonable, documented out-of-pocket expenses of any such audit performed by a qualified,

independent third-party auditor, up to a maximum of twenty thousand dollars (\$20,000), if such audit discloses an underpayment by Grantee of more than three percent (3%) of any quarterly payment and five thousand dollars (\$5,000) or more. The County shall not audit Grantee more frequently than once every twenty-four (24) months. The County shall have no more than two (2) years from the time Grantee delivers a payment to provide a written, detailed objection to or dispute of that payment, and if the County fails to object to or dispute the payment within that time period, the County shall be barred from objecting to or disputing it after that time period. Grantee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the County. In the event that Grantee disputes any underpayment discovered as the result of an audit conducted by the County, the County shall work together with Grantee in good faith to promptly resolve such dispute. The County and Grantee maintain all rights and remedies available at law regarding any disputed amounts. The County may require Grantee to pay any additional undisputed amounts due to the County as a result of an audit performed by the County pursuant to this Section 7(6) within thirty (30) days following receipt by Grantee of written notice by the County. Notwithstanding the foregoing, Grantee shall not be obligated to bear any audit expenses for any auditor utilized by the County that is compensated on a success-based formula, e.g., payment based on a percentage of underpayment, if any.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Guarantee.
 - a. At the time of acceptance of this Franchise, Grantee shall deliver to County an irrevocable and unconditional letter of credit, in form and substance acceptable to County, from a National or State bank with a location for presentment convenient to the County as approved by County, in the amount of Fifty Thousand and No/100 Dollars (\$50,000) to secure the performance by the Grantee of the obligations provided herein.
 - b. Rights of Third Parties: Nothing herein shall be construed to give any Person other than the Grantee or the County a right to assert any claim or cause of action against the Grantee or the County, its employees, elected or appointed officials, officers, commissions, commissioners, boards or agents.
 - c. The letter of credit shall provide that funds will be paid to the County, upon written demand of County, and in an amount solely determined by County in payment for penalties, in the event monies are owed by Grantee to County pursuant to its obligations under this Franchise, any damage,

including reasonable attorneys' fees, incurred by County as a result of any violation of the terms or obligations of this Franchise, or any acts or omissions by Grantee arising out of this Franchise.

- d. In addition to recovery of any monies owed by Grantee to County or damages to County as a result of any acts or omissions by Grantee pursuant to the Franchise, County in its sole discretion may impose the following liquidated damages:
 - i. For failure to provide data, documents, reports or other information required by this Agreement, the payment shall be One Hundred Twenty-Five and No/100 Dollars (\$125.00) per day for each day, or part thereof, such failure occurs or continues, up to a maximum payment of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00).
 - ii. For failure to comply with construction, operation or maintenance standards the payment shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day, or part thereof, such failure occurs or continues, up to a maximum payment of Twenty-five Thousand and No/100 Dollars (\$25,000.00).
 - iii. For failure to provide the EG Access Channels required in Section 6, the payment shall be Three Hundred and No/100 Dollars (\$300.00) per day for each day, or part thereof, such failure occurs or continues, up to a maximum payment of Thirty Thousand and No/100 Dollars (\$30,000.00).
- e. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate payment can be imposed.
- f. Whenever County contends that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. In the event the Grantee fails to cure the alleged violation within thirty (30) days (or such longer reasonable time which, in the sole determination of County, is necessary to cure the alleged violation) following receipt of such notice, the County may draw from the letter of credit all monies due County from the date of the receipt of the notice by the Grantee.
- g. Whenever the letter of credit is drawn upon, Grantee may, within seven (7) days of such draw, notify County in writing that there is a dispute as to whether a violation or failure has in fact occurred and requesting a hearing before the County Board. Such written notice by Grantee to County shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue from the letter of credit during any appeal pursuant to this subparagraph (g).

- i. County shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.
 - ii. Upon the determination of County that no violation has taken place, County shall refund to Grantee, without interest, all monies drawn from the letter of credit by reason of the alleged violation.
- h. If said letter of credit or any subsequent letter of credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in subparagraph (a) of this section and shall be furnished at least 30 days prior to the expiration date of the letter of credit it replaces.
- i. If County draws upon the letter of credit or any subsequent letter of credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to County a like replacement letter of credit or certification of replenishment for the full amount stated in Section 8.1 (a) as a substitution of the previous letter of credit. This shall be a continuing obligation for any draws upon the letter of credit.
- j. If any letter of credit is not so replaced or replenished, County may draw on said letter of credit for the whole amount thereof and use the proceeds as County determines in its sole discretion. The failure to replace or replenish any letter of credit may also, at the option of the County, be deemed a default by Grantee under this Franchise. The drawing on the letter of credit by County, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
- k. The collection by County of any liquidated damages from the letter of credit shall be the sole remedy for County with respect to such franchise violations. The draw against the letter of credit for matters other than those addressed by the liquidated damages provisions in subsection (c) hereof shall not affect any other right or remedy available to County, nor shall any act, or failure to act, by County pursuant to the letter of credit, be deemed a waiver of any right of County pursuant to this Franchise or otherwise.

2. Liability Insurance.

- a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise commercial general liability

insurance with a company licensed to do business in the Commonwealth of Virginia with a rating by A.M. Best & Co. of not less than "A" that shall protect the Grantee, County and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. Grantee shall maintain, throughout the term of the Franchise, liability insurance insuring Grantee and the County in the minimum amounts of:

- i. Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury or death to any one (1) Person;
 - ii. Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury or death resulting from any one accident;
 - iii. Five Million and No/100 Dollars (\$5,000,000.00) in the form of an umbrella policy.
- b. The following endorsements shall be attached to the liability policy:
- i. The policy shall provide coverage on an "occurrence" basis.
 - ii. The policy shall cover personal injury as well as bodily injury.
 - iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - iv. Broad form property damage liability shall be afforded.
 - v. County shall be named as an additional insured on the policy for claims arising out of Grantee's obligations under this franchise.
 - vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the County will be called upon to contribute to a loss under this coverage for claims arising out of Grantee's obligations under this franchise.
 - vii. Standard form of cross-liability shall be afforded.

- viii. An endorsement stating that the policy shall not be canceled without thirty (30) days notice of such cancellation given to County.
- c. Grantee shall submit to County documentation of the required insurance showing that the County is an additional insured including properly executed blanket endorsements.

3. Indemnification.

- a. Grantee shall indemnify, defend and hold County, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to provide indemnification to County for programming cablecast over the EG access Channels administered by County.
- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- c. County does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by County, or the deposit with County by Grantee, of any of the insurance policies described in this Franchise.
- d. The indemnification of County by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- e. Grantee shall not be required to indemnify County for negligence or misconduct on the part of County or its officials, boards, commissions, agents, or employees. County shall hold Grantee harmless, to the fullest

extent allowed by law, for any damage resulting from the negligence or misconduct of the County or its officials, boards, commissions, agents, or employees in utilizing any EG access Channels, equipment, or facilities and for any such negligence or misconduct by County in connection with work performed by County and permitted by this Franchise, on or adjacent to the Cable System.

4. Grantee's Insurance.

Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

- a. In order for County to assert its rights to be indemnified, defended, and held harmless, County must, with respect to each claim:
 - i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

**SECTION 9.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE**

1. County's Right to Revoke.

In addition to all other rights which County has pursuant to law or equity, County reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by County that after notice and an opportunity to cure as reordered herein:

- a. Grantee has violated material provisions(s) of this Franchise and has not cured in the judgment of the County; or
- b. Grantee has attempted to evade any material provisions of the Franchise;
or

- c. Grantee has been found to have practiced fraud or deceit upon County by a court of competent jurisdiction; or
- d. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.

2. Procedures for Revocation.

- a. County shall provide Grantee with written notice of a Franchise violation consistent with Section 8(1)(f) of this Franchise and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise.
- b. Should County determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the County Board prior to the effective date of revocation. County shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- c. Only after the public hearing and upon written notice of the determination by County to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
- d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to County. Grantee may not abandon the System or any portion thereof without compensating County for damages resulting from the abandonment, including all costs incident to removal of the System.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, County shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within County.
- b. If Grantee has failed to commence removal of System, or such part thereof as was designated by County, within thirty (30) days after written notice of County's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of County's demand for removal is given, County shall have the right to apply

funds secured by the letter of credit toward removal and/or declare all right, title, and interest to the System to be in County with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or change of ownership of or in Grantee, including, but not limited to, a change in Grantee's parent corporation or any entity having a controlling interest in Grantee, or the sale of a controlling interest in the Grantee's assets, shall take place until a written request has been filed with County requesting approval of the sale or transfer, and such approval has been granted or deemed granted; and such approval shall not be unreasonably withheld; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness or where the Franchise is transferred to an affiliate entity under the same common control.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 9(5). The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of thirty percent (30%) or more by one Person.
- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable laws, the following:
 - i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof, subject to confidentiality provisions of applicable laws; and
 - ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to the FCC, the FTC, the FEC, the SEC or applicable state departments and agencies. Upon request, Grantee shall provide County with a complete copy of any such document; and
 - iii. Any other documents or information related to the transaction as may be specifically requested by the County.

- d. County shall have such time as is permitted by Applicable Laws in which to review a transfer request.
- e. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the County including, but not limited to, the provision of any additional adequate guarantees or other security instruments required by the County.
- f. No Franchise may be transferred if County determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by County. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of County to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to County.

**SECTION 10.
PROTECTION OF INDIVIDUAL RIGHTS**

- 1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.
- 2. Subscriber Privacy.

Grantee shall at all times comply with the Subscriber privacy obligations of Applicable Laws.

**SECTION 11.
UNAUTHORIZED CONNECTIONS AND MODIFICATIONS**

- 1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive Services of the System without Grantee's authorization.
- 2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or

damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

3. Penalty. Any firm Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty and No/100 Dollars (\$20.00) and the costs of the action nor more than Five Hundred and No/100 Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 12. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor of Grantee or others performing any work or services pursuant to the provisions of this Franchise as directed by Grantee, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Upon request, Grantee shall provide notice to County of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and County may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if County and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict County's exercise of its police powers.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit County or Grantee to perform any service or act or shall prohibit County or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and County shall conform to state and federal laws and regulations and rules regarding cable communications as they become effective.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those

as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and County.

5. Nonenforcement by County. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of County to enforce prompt compliance. County may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by County of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. All rights and remedies given to County by this Franchise or retained by County herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to County, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by County and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes County has the power to make the terms and conditions contained in this Franchise.
8. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including an event or events reasonably beyond the ability of the Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which the cable operator's facilities are attached or to be attached or conduits in which the cable operator's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

**SECTION 13.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 13.2.

2. Acceptance.
 - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the County Board, unless the time for acceptance is extended by County. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes; provided, however, this Franchise shall not be effective until all County ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a County ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

 - b. Upon acceptance of this Franchise, Grantee and County shall be bound by all the terms and conditions contained herein.

 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to County.

 - ii. With its acceptance, Grantee shall also deliver any grant payments, letter of credit and insurance certificates, and guaranties, as required herein, that have not previously been delivered.

Adopted by the Board of Supervisors this 15th day of February, 2011.

ATTEST:

By: 
Clerk

COUNTY OF GLOUCESTER, VIRGINIA

By: 
Chairman

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COX COMMUNICATIONS
HAMPTON ROADS, LLC

Date: March, 2 2011

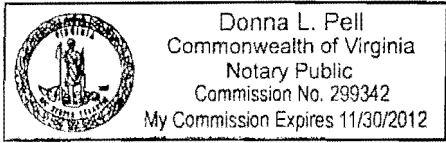
By: *Gary T. McCollum*
Gary T. McCollum
Its: SVP & General Manager

County/City of Chesapeake
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this day March 2, 2011 by
Gary T. McCollum, SVP & General Manager of
(Name) (Title)

Cox Communications Hampton Roads, LLC.

Donna L. Bell
NOTARY PUBLIC 299342



**EXHIBIT A
OWNERSHIP**

[Grantee must notify County of any changes in the following ownership description as required by Section 9 of the Franchise]

Cox Communications Hampton Roads, LLC, is a Delaware limited liability corporation wholly owned by CoxCom, Inc., a Delaware corporation, that is owned by Cox Communications, Inc., a Delaware corporation. Cox Communications, Inc. is owned by Cox DNS, Inc. (4.6%) and Cox Holdings, Inc. (95.4%), both Delaware corporations. Cox DNS, Inc. and Cox Holdings, Inc. are wholly owned by Cox Enterprises, Inc., a privately held Delaware corporation.

EXHIBIT B
GRANTEE COMMITMENT TO
EG ACCESS FACILITIES AND EQUIPMENT

1. EDUCATIONAL AND GOVERNMENT (EG) ACCESS CHANNELS

Grantee, at no charge to the County, shall continue to provide three (3) Channels available exclusively for EG use ("EG Channels"). The EG Channels shall be placed on Grantee's Basic Service Tier. As of the effective date of this Franchise, the EG Channels are located on Channels 46, 47, and 48. The EG Channels shall be subject to the provisions of paragraph 4 of this Exhibit, for the term of the Franchise, provided that Grantee may, upon written request to County which shall not be unreasonably denied, utilize any EG Channel for programming when it is not scheduled for EG use. County and Grantee shall establish rules and procedures for such alternative use by Grantee in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

County may not request additional Channel capacity beyond the three (3) Channels for EG use except in accordance with Applicable Laws. County shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair.

The EG Channels shall be carried on the Cable System in either an analog format or a digital format. At all times the EG Channels shall be capable of carrying secondary audio, subcarrier text and closed captioning information. Grantee shall deliver to subscribers EG channel programming without change in its content or format. Grantee shall not exercise any editorial control over the EG Channels.

All programming transmitted over the EG Access channels shall be non-commercial in nature. Grantee and County agree that the County, schools or any producer of such programming may include acknowledgments for Persons who sponsor or underwrite access programming in a manner consistent with the underwriting guidelines published by the Public Broadcasting System (PBS).

2. EG OPERATIONS

County may, in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Grantee, educational institutions or others to share the expenses of supporting the EG Channels.

3. RELOCATION OF EG CHANNELS

Grantee may relocate any EG access Channel to a different Channel number. Grantee shall provide County and all Subscribers with at least thirty (30) days prior written notice of any relocation. In the event any EG access Channel(s) is

relocated, Grantee shall reimburse County up to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for documented costs associated with such relocation incurred by the County.

4. EG ACCESS SUPPORT

Grantee shall provide an EG Capital Grant to the County on a quarterly basis which shall be used by the County to support the capital costs of EG Access Channel facilities consistent with the Communications Act (47 U.S.C. § 542). Grantee shall pay the County, beginning sixty (60) days of the effective date of this Agreement, an EG Access Capital Grant as follows:

- a. During the Initial Term, an EG Capital Grant of up to Thirty Cents (\$0.30) per subscriber per month as established by the County;
- b. During the Additional Term, if any, an EG Capital Grant of up to Forty-Five Cents (\$0.45) per Subscriber per month as established by the County. Any such increase shall be approved by the Board of Supervisors and shall not take effect until the County provides ninety (90) days prior written notice to Grantee of the new EG Capital Grant amount.

Grantee shall be permitted to designate the cost of the EG Capital Grant as a separate line item on Subscriber bills.

5. EG ORIGINATION POINTS

- a. Grantee shall continue to provide a dedicated connection to its headend from Gloucester High School, Page Middle School, and the Colonial Courthouse. Grantee shall provide equipment at these locations, or at Grantee's headend, to allow the airing of EG programming on any of the EG Channels from each location.
- b. During the Initial Term, or any Additional Term, the County may designate up to three (3) additional EG Channel origination points. Grantee shall construct connections from these origination points to its headend to allow the airing of EG programming on any of the EG channels from each location. County shall reimburse Grantee's cost (defined as time and materials with a reasonable allocation for administrative costs) for the additional origination points and any necessary equipment.

6. DROPS TO DESIGNATED BUILDINGS

Grantee shall provide free of charge throughout the term of this Franchise, Installation of one (1) standard 250-foot Drop, one (1) cable outlet, and one (1) Converter, if necessary to receive Grantee's Basic Service Tier, without charge to the institutions, including those constructed during the term of this Franchise, identified on Exhibit C attached hereto and made a part hereof. The institution shall pay the net additional Drop or extension costs of Grantee beyond the two hundred fifty (250) feet. Grantee's costs shall consist of time and materials, with a reasonable allocation for administrative costs.

Additional Subscriber Drops and/or outlets in any of the locations identified on Exhibit C may be installed by the institutions at their own expense, as long as such Installation meets FCC and other applicable standards.

EXHIBIT C
SERVICE TO PUBLIC AND PRIVATE BUILDINGS

Grantee shall provide the services described in Exhibit B, Part 6, free of charge to any location listed below within two hundred fifty (250) feet of Grantee's Cable System:

1. All County/Local Government and Public School Offices, Buildings and Facilities.
2. Volunteer Fire & Rescue Squad Building and Facilities.
3. All County Public Libraries.

EXHIBIT D
DESCRIPTION OF SYSTEM

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to ensure that the Cable System meets or exceeds the requirements of the applicable editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2).
2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. General Description. The System shall operate with 862 MHz of bandwidth, capable of delivering a minimum of seventy-eight (78) Channels of programming. The System will be two-way active, and it will have a return capacity of 37 MHz.
4. Design. The design of the System shall be based upon a "Fiber to the node" architecture with a minimum of six (6) fibers to each node site. With a neighborhood group average of only one-thousand (1,000) homes, the resulting System will have improved reliability while delivering a high quality picture. There shall be no more than eight (8) active amplifiers in a cascade from each node to residential dwellings. The incorporation of stand-by power supplies, strategically placed throughout the System including all hubs, will further reduce the likelihood of Service Interruptions.
5. Technical Specifications. The System shall meet or exceed FCC requirements. In no event shall the System fall below FCC standards.



(RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN:

0001834696

Data as of:

Dec 31, 2017

Operations:

Non-ILEC

Submission Status:

Original - Submitted

Last Updated:

Mar 8, 2018 11:04:07

Filer Identification

Section	Question	Response
Filer Information	Provider Name	Cox Communications, Inc
	Holding Company Name	Cox Communications, Inc.
	SAC ID	139001, 199018, 219019, 229011, 279011, 359019, 379001, 409029, 419021, 439003, 459012, 549017, 559017, 589001
	499 ID	827138
Data Contact Information	Data Contact Name	Paul Cain
	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	paul.cain@cox.com
	Emergency Operations Name	Mark Peay
Emergency Operations Contact Information	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	mark.peay@cox.com
	Certifying Official Name	Joiava T. Philpott
Certifying Official Contact Information	Certifying Official Phone Number	(404) 269-0983
	Certifying Official E-mail	joiava.philpott@cox.com

(RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN:

0001834696

Data as of:

Jun 30, 2018

Operations:

Non-ILEC

Submission Status:

Original - Submitted

Last Updated:

Aug 7, 2018 10:59:49

Filer Identification

Section	Question	Response
Filer Information	Provider Name	Cox Communications, Inc
	Holding Company Name	Cox Communications, Inc.
	SAC ID	139001, 199018, 219019, 229011, 279011, 359019, 379001, 409029, 419021, 439003, 459012, 549017, 559017, 589001
	499 ID	827138
Data Contact Information	Data Contact Name	Paul Cain
	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	paul.cain@cox.com
	Emergency Operations Name	Mark Peay
Emergency Operations Contact Information	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	mark.peay@cox.com
	Certifying Official Name	Joiava T. Philpott
Certifying Official Contact Information	Certifying Official Phone Number	(404) 269-0983
	Certifying Official E-mail	joiava.philpott@cox.com

In-Kind Contributions

	A	B	C	D	E	F
1						
2	Product	Total	VATI	Non-VATI	Source of Estimate	Date
3	Construct approx. 1,100' of new overhead fiber network to include electronics @ \$30.17 per ft.	\$ 33,187	\$ 21,572	\$ 11,615	Cox Communications	10/16/2017
4	Construct approx. 21,651' of new overhead coaxial network to include electronics @ \$6.23 per ft.	\$ 134,886	\$ 87,676	\$ 47,210	Cox Communications	10/16/2017
5	Construct approx. 10,964' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 139,352	\$ 90,579	\$ 48,773	Cox Communications	10/16/2017
6	Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 2,891	\$ 1,556	Cox Communications	10/16/2017
7	Perform network engineering & design & make-ready	\$ 31,524	\$ 20,702	\$ 10,822	Cox Communications	10/16/2017
8		\$ -	\$ -	\$ -		
9		\$ -	\$ -	\$ -		
10		\$ -	\$ -	\$ -		
11	Total Cost of Project	\$ 343,396	\$ 223,420	\$ 119,976		

Supporting Project Costs

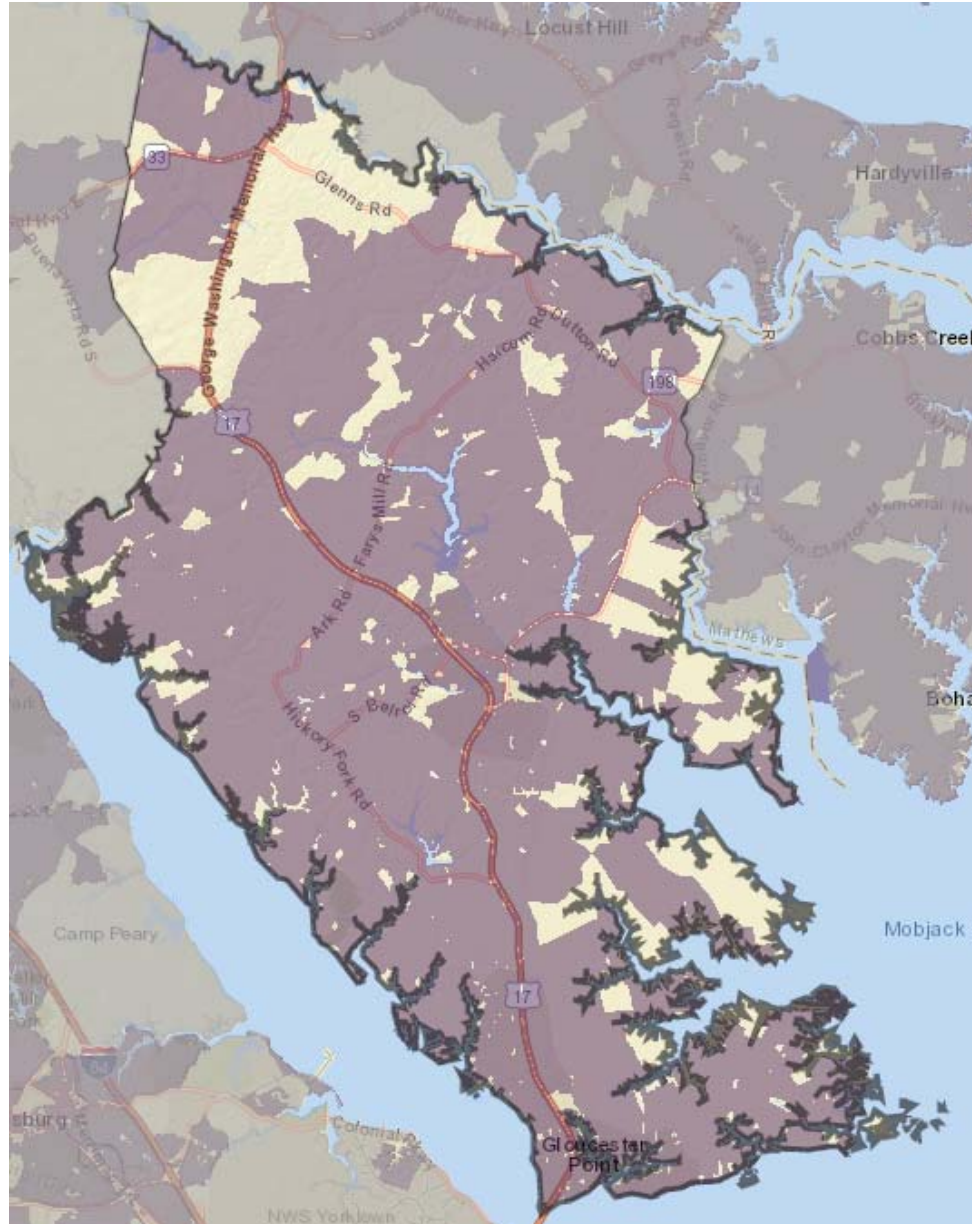
	A	B	C	D	E	F
1						
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9		\$ -	\$ -	\$ -		
10		\$ -	\$ -	\$ -		
11	Total Cost of Project	\$ 343,396	\$ 223,420	\$ 119,976		

Source of Matching Funds

	A	B	C	D	E	F
1						
2	Product	Total	VATI	Non-VATI	Source of Estimate	Date
3	Construct approx. 1,100' of new overhead fiber network to include electronics @ \$30.17 per ft.	\$ 33,187	\$ 21,572	\$ 11,615	Cox Communications	10/16/2017
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9		\$ -	\$ -	\$ -		
10		\$ -	\$ -	\$ -		
11	Total Cost of Project	\$ 343,396	\$ 223,420	\$ 119,976		

Cable Coverage

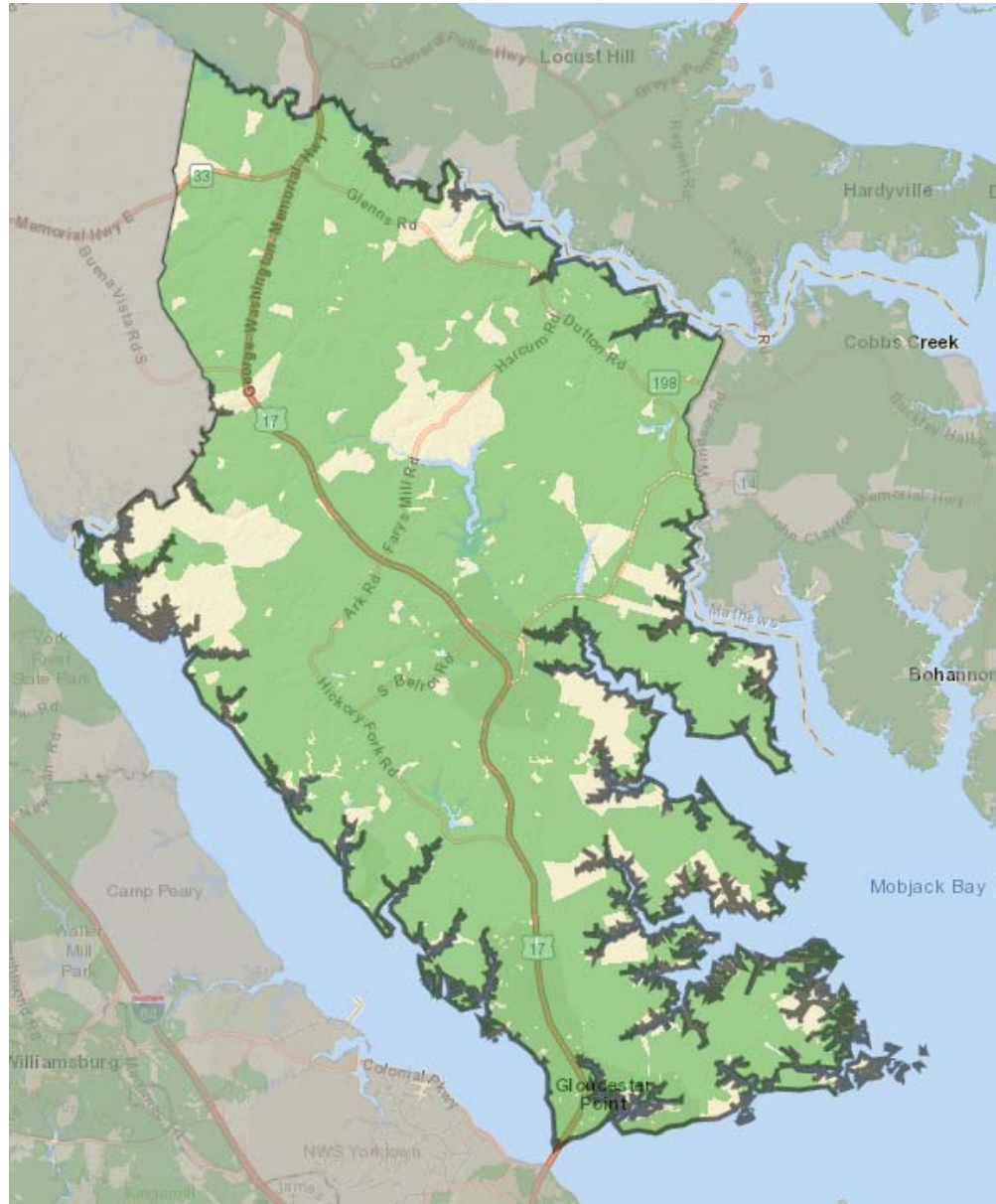
COX



Note: FCC generated map provided by the Center for Innovation Technology (CIT)

DSL Coverage

VERIZON



Note: FCC generated map provided by the Center for Innovation Technology (CIT)




INTERNET SERVICE PROVIDERS IN SALUDA, VIRGINIA

Only showing providers serving 23149 ✕




[Advertiser Disclosure](#)

- Residential (7)
- Business (8)
- Mobile (3)

RESIDENTIAL INTERNET PROVIDERS IN SALUDA

Provider	ZIP COVERAGE	SETUP SERVICE
VERIZON HIGH SPEED INT... 	86.4%	(855) 584-5279
ATLANTIC BROADBAND 	37.6%	(888) 536-9600
COX 	33.7%	(855) 802-7767

FIXED WIRELESS PROVIDERS ?

Provider	ZIP COVERAGE	SETUP SERVICE
NNWIFI 	50.0%	(804) 436-9434
VIRGINIA BROADBAND LLC 	46.3%	(540) 829-1700
KQVA.NET 	13.9%	(855) 250-5782

SATELLITE INTERNET PROVIDERS

HUGHESNET



ZIP COVERAGE

100.0%

SETUP SERVICE

(877) 696-3529

INTERNET ACCESS IN SALUDA, VIRGINIA

The average download speed in Saluda is 9.41 Mbps. This is 82.0% slower than the average in Virginia and 337.2% slower than the national average.

There are 14 internet providers in Saluda with 7 of those offering residential service.

Saluda is the 112th most connected city in Virginia ahead of Weems, White Stone, Urbanna, Gloucester, and West Point.

There are 11 companies offering business internet services in Saluda.

46% of Saluda residents are still severely limited in wired broadband choices.

There are 186 internet providers in all of Virginia.

Almost 91% of consumers in Virginia have access to a wired connection with true broadband speeds faster than 25mbps.

In Middlesex County, approximately 1,000 people do not have access to 25mbps wired broadband.

89.5% of Virginians have access to 100mbps or faster broadband.

45.6% OF CONSUMERS IN SALUDA

1,000 People

Only have access to 1 or fewer wired internet providers available at their address.

This data is calculated from FCC datasets which providers are legally required to supply twice a year. We further validate this data for accuracy.

Competition Map

Download Speeds

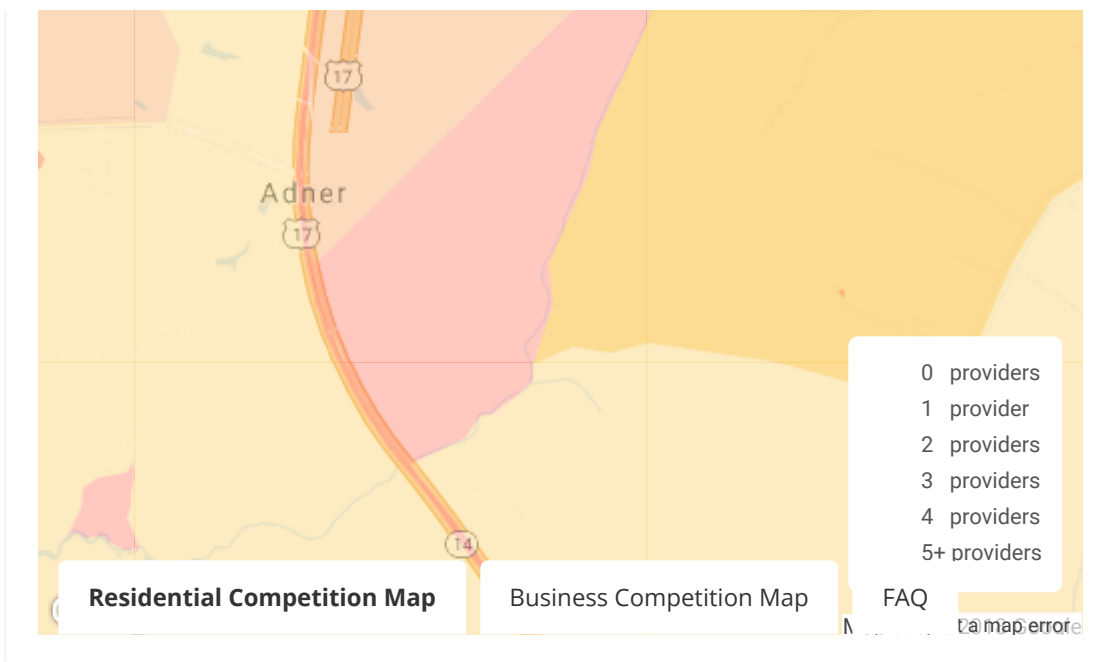
INTERNET PROVIDER COMPETITION MAP FOR SALUDA



INTERNET PROVIDER COMPETITION MAP FOR SALUDA



<https://broadbandnow.com/Virginia/Saluda?zip=23149>



SUMMARY OF INTERNET PROVIDERS IN SALUDA

Provider	Type	Coverage	Speed
<small>RESIDENTIAL</small> Verizon High Speed Internet	DSL	86.4%+	15 Mbps
<small>RESIDENTIAL</small> Northern Neck Wireless Internet	Fixed Wireless	50.0%+	15 Mbps
<small>RESIDENTIAL</small> VIRGINIA BROADBAND LLC	Fixed Wireless	46.3%+	3.0 Mbps
<small>RESIDENTIAL</small> Atlantic Broadband	Cable	37.6%+	150 Mbps
<small>RESIDENTIAL</small> Cox Communications	Cable	33.7%+	300 Mbps
<small>RESIDENTIAL</small> KQVA.net	Fixed Wireless	13.9%+	6.0 Mbps
<small>RESIDENTIAL</small> HughesNet	Satellite	100%	25 Mbps
<small>BUSINESS</small> Verizon High Speed Internet	DSL	100%	15 Mbps

Provider	Type	Coverage	Speed
BUSINESS Northern Neck Wireless Internet	Fixed Wireless	68.3%+	15 Mbps
BUSINESS Crown Castle Fiber	Fiber	47.3%+	1,000 Mbps

[Show More](#)

Saluda, VA has a total of 15 provider networks: 2 cable providers, 1 copper provider, 2 DSL providers, 2 fiber providers, 3 fixed wireless providers, 3 mobile broadband providers, 2 satellite providers

[Home](#) › [Virginia](#) › [Saluda](#)

Last Updated on 12/4/2018.

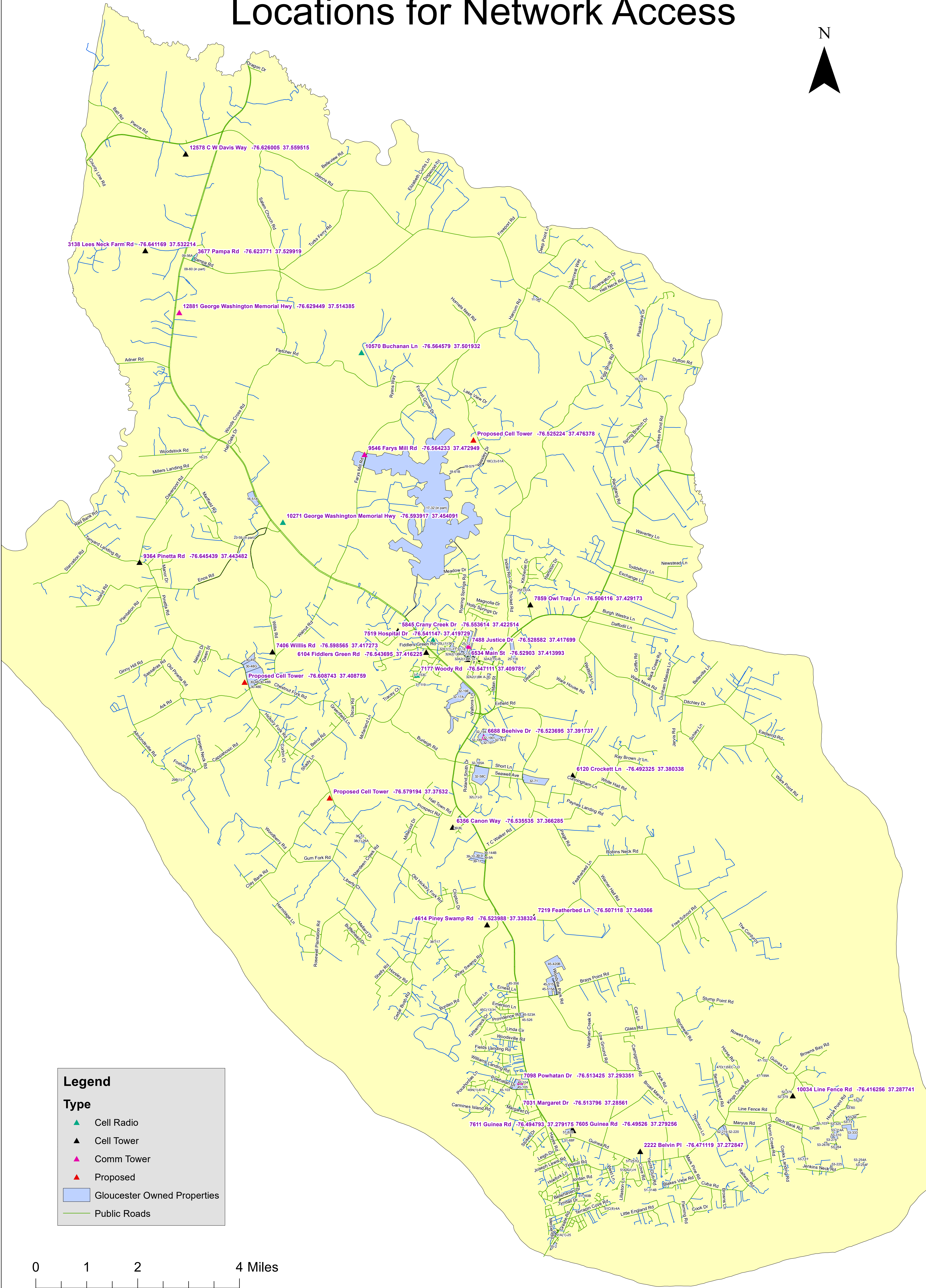
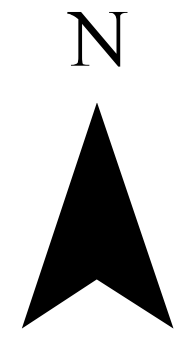
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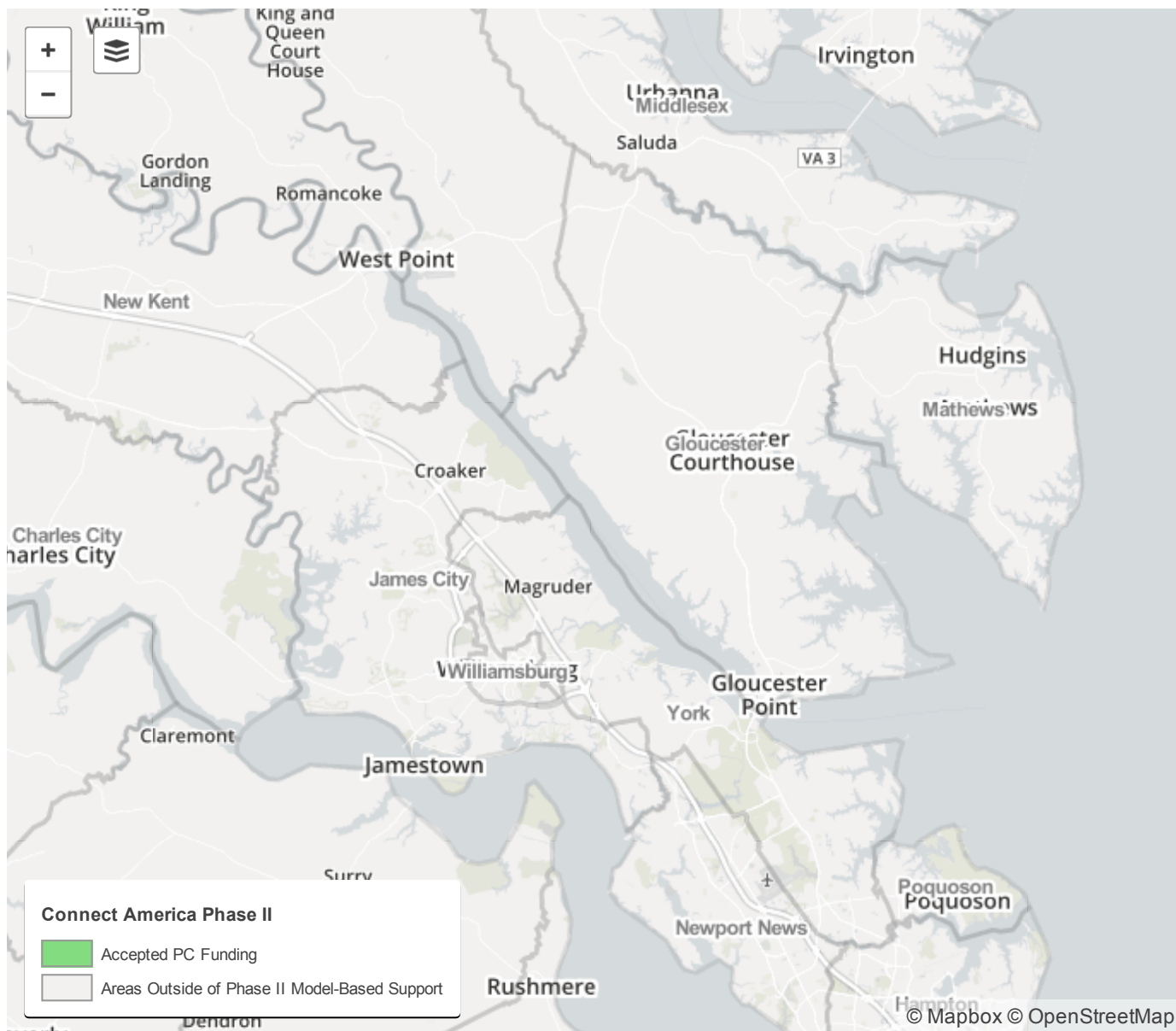
Locations for Network Access



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Connect America Fund Phase II

Accepted Areas Map



This map identifies the areas where some of the nation's largest phone companies, also known as price cap carriers, accepted Phase II support from the FCC's Connect America Fund to provide broadband and voice service over the next six years. The offer of Connect America Phase II model-based support was targeted to price cap areas that are high-cost, but not extremely high-cost. An area was classified as "eligible" if the average monthly cost-per-location for that census block, as calculated by the Connect America Cost Model (CAM) (version 4.3), was above the \$52.50 funding benchmark but below a \$198.60 extremely high cost threshold, and not served by an unsubsidized competitor, subsidized wireline competitor, or was not subject to specific types of bids in the rural broadband experiments. Eligible areas that were accepted are shown in

bright green on the map. Declined funding will be made available at a future date through a competitive bidding process.

Empty areas with no color are either areas served by another class of carriers, called rate-of-return carriers, which are not eligible for the offer of model-based support from the Connect America Fund, but receive support from other universal service high-cost mechanisms; areas declined by price cap carriers; areas where the average monthly cost-per-location is above \$52.50 but below \$198.60, but the area was deemed served by an unsubsidized competitor, a subsidized wireline competitor, or was removed from the offer to price cap carriers due to the rural broadband experiments; areas where the average monthly cost-per-location was calculated by version 4.3 of the CAM as above \$198.60; and/or areas reported as uninhabited.

For more information about Connect America Phase II, refer to <https://www.fcc.gov/encyclopedia/price-cap-resources>

[Click here for the version of the map identifying the areas subject to the offer of support.](#)

Published by:

[Wireline Competition](#)

Updated:

09/01/2015

Tags:

Connect America Fund (High Cost) - Price Cap Carriers

Universal Service

Connect America Fund (High Cost)

Wireline Competition

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VATI FUNDING SOURCES TABLE

Please fill in the chart below with a description of the project funding source (local, federal, state, private, other), the amount from that source, the percentage of total project funding that source represents, and a description of the current status of the funds (pending, secured, etc.).

Source	Amount	%	Status
REQUESTED VATI	\$ 223,420	65	Pending
Cox Communications	\$ 119,976	35	COMMITTED
	\$		
	\$		
	\$		
	\$		
	\$		
TOTAL	\$343,396	100%	

Gloucester County/Cox VATI Project Key Individuals/Contacts
2019

Role	Name	Title	Responsibilities
Gloucester County Fiscal Agent	Andrea Cooper	Accounting & Budget Manger	Provide fiduciary oversight, financial management, and other administrative services to ensure fiscal compliance with grant requirements, accurate and timely payment of expenditures.
Gloucester County VATI Grant Project Manager & Cox Liaison	Christi Lewis	Director of Community Engagement	Provide direct oversight and review to ensure grant compliance and timely completion by Cox Communications of construction and services by stated grant deadline. Responsible for completion of project update reports to Commonwealth. Also serve as primary county liaison with Cox Communications.
Gloucester County Project Supervisor	Carol Steele	Assistant County Administrator	Oversee project, provide assistance to project manager and liaisons as needed, supervise staff to ensure work is accomplished according to grant agreements and project management plan. Report progress to County Administrator and Board of Supervisors.
Cox Communications Project Manager	Anthony Crish	Planning & Construction Supervisor	Oversee and implement project planning, design, construction and service provision to customers in the identified unserved area and timely completion by June 20, 2017.
Cox Communications Project Manager	Bart Drummond	Cosntruction Planner	Oversee and implement project planning, design, construction and service provision to customers in the identified unserved area and timely completion by June 20, 2017.
Cox Communications Liaison	Sara Buck	Cox Public Affairs Manager	Serve as Cox Communications' liaison to the County for the VATI Project and address any issues or challenges to project completion.

Gloucester County Grant History Examples

Grant ID FEMA Flood	Acquisition / Elevation ⁽²⁾	Total Project Investment ⁽³⁾	BOS Accepted Grant by Resolution	Grant Close Out or Expiration
DR-1874-007	Elevation (phase 2) 8 homes	\$1,139,035	October 2, 2012 (7-0 vote)	Closed 12-21-2017
DR-1905-009	Elevation of 8 homes	\$881,390	October 2, 2012 (7-0 vote)	Closed 10-2-2017
DR-1905-010	Elevation of 6 homes	\$643,480	May 7, 2013 (7-0 vote)	Closed 10-4-2017
PJ-2017-002	Elevation of 4 homes	\$902,915	November 7, 2018 (5-0 vote, 2 absent)	Active; Expires 03-20-2021

Transportation Alternatives/Transportation Enhancement Grants (VDOT administered FHWA funds)

Reimbursement grant: 80% federal, 20% local.

Edge Hill Service Station – Restore 1930’s Texaco station and surrounding acreage to serve as an education center for Middle Peninsula history and office space for the Fairfield Foundation. \$384,000 grant awarded in June 2012. Total estimated project cost is \$481,000. Anticipate completion Spring 2019.

2017 Virginia Telecommunication Initiative Grant – Extend broadband infrastructure to previously unserved residences and businesses. \$193,094 grant awarded in April 2017. Completed December 2017.




National Park Service Chesapeake Bay Gateways and Trails Grant – Create County museum exhibits about Werowocomoco, a historic site recently acquired by the National Park Service that will not be open to the public for several years. \$60,000 grant awarded in May 2017. Anticipate completion Summer 2019.




National Park Service American Battlefield Protection Program Battlefield Preservation Planning Project Grant – Conduct a battlefield survey to discover the extent of the Revolutionary War Hook Battlefield and develop an archeological research design to support public outreach and preservation planning. \$39,000 grant awarded in September 2018. Anticipate completion Summer 2020.




FY18 PSAP Grant – Replace call handling equipment in the County’s E911 call center. \$150,000 grant awarded in January 2017. Anticipate completion Early 2019.




Cox High Speed Internet plans




Choose an internet plan that best fits your speed needs. For internet plans that include other Cox services, we offer several [bundle options](#) to choose from.

NEW FASTER SPEEDS	
Cox Internet Starter 10	
\$29.99/mo. for 12 months with 1-yr. svc. agr. Regularly \$42.99/mo. Save 30% Offer Details & Terms >	
Our biggest savings begin with our Starter 10 level Internet. Limited Time Offer.	
	Ideal for fewer than 3 devices that browse the internet
	Up to 10 Mbps download
	Up to 1 Mbps upload
Add to Cart to Customize	

NEW FASTER SPEEDS	
Cox Internet Essential 30	
\$39.99/mo. for 12 months with 1-yr. svc. agr. Regularly \$63.99/mo. Save 37% Offer Details & Terms >	
Great savings for 3x more speed than Internet Starter 10. Limited Time Offer.	
	Ideal for 3 to 5 devices that occasionally receive emails and light internet users
	Up to 30 Mbps download
	Up to 3 Mbps upload
Add to Cart to Customize	

MOST POPULAR	
Cox Internet Preferred 100	
\$59.99/mo. for 12 months with 1-yr. svc. agr. Regularly \$84.99/mo. Save 29% Offer Details & Terms >	
Our Most Popular plan with 10x the speed of Internet Starter 10. Limited Time Offer.	
	Ideal for 5 to 7 devices and internet users who are power web users and gamers
	Up to 100 Mbps download
	Up to 10 Mbps upload
Add to Cart to Customize	

Cox Internet Ultimate	
\$79.99/mo. for 12 months with 1-yr. svc. agr. Regularly \$104.99/mo. Save 23% Offer Details & Terms >	
Get super-fast speeds on more of your devices. Limited Time Offer.	
	Ideal for 7 to 9 devices and advanced users who manage large files or stream videos
	Up to 300 Mbps download
	Up to 30 Mbps upload
Add to Cart to Customize	

OUR FASTEST SPEED	
Gigablast	
\$119.99/mo. Offer Details & Terms >	
Get 1 Gigabit download speeds plus 10 email accounts with 15GB storage each!	
	Ideal for more than 9 connected devices and advanced users who need to manage large files or stream videos
	Up to 1 Gbps download
	Up to 35 Mbps upload
Check Availability	

Cox Business Internet Service from Cox

With fast speeds, dedicated support and internet serviced built with business in mind, Cox has the flexible plans to fit the needs and boost the productivity of businesses.

Cox Business Internet - 100

\$84.99
/mo.

Regular price \$245.00/month.

[Offer Details & Terms](#)

- Up to 100x20 Mbps
- 10 Email Accounts
- 25 GB of Online Backup
- 1 Static IP Addresses
- 25 Security Suite Licenses

Includes free Install up to \$350. Mention "Free Installation Promo" to qualify.

 [With 24 Months Term Service Agreement.](#)

Order Now

**Up to 100x20
Mbps**

Cox Business Internet - 200

\$134.99
/mo.

Regular price \$320.00/month.

[Offer Details & Terms](#)

- Up to 200x20 Mbps
- 10 Email Accounts
- 25 GB of Online Backup
- 1 Static IP Addresses
- 25 Security Suite Licenses

Includes free Install up to \$350. Mention "Free Installation Promo" to qualify.

 [With 24 Months Term Service Agreement.](#)

Order Now

**Up to 200x20
Mbps**

Cox Business Internet - 300

\$184.99
/mo.

Regular price \$380.00/month.

[Offer Details & Terms](#)

- Up to 300x30 Mbps
- 10 Email Accounts
- 25 GB of Online Backup
- 1 Static IP Addresses
- 25 Security Suite Licenses

Includes free Install up to \$350. Mention "Free Installation Promo" to qualify.

 [With 24 Months Term Service Agreement.](#)

Order Now

**Up to 300x30
Mbps**



Low-Cost, Home Internet with WiFi

Cox opens a world of opportunity for families that have a K-12 student and receive government assistance.



COX HIGH SPEED
INTERNETSM
\$9.95*
PER MONTH FOR
QUALIFIED FAMILIES

- No Annual Contracts
- Free Installation
- No Deposits
- Free WiFi Modem

Available to qualified, new Cox internet customers



Qualify Now! Learn more at Cox.com/LowCostInternet or call **855-222-3252**.

*Restrictions apply. Families with K-12 children who are eligible for the National School Lunch Program, SNAP, and/or TANF; who receive Tenant-Based Vouchers, Project-Based Vouchers or Section 8 Project-Based Rental Assistance (PBRA); and/or who live in Public Housing, are eligible for Cox's Connect2Compete discounted Internet service offer. Not available in all areas. "No annual contract" means no specific term period requirement and no early termination fees. All Cox services are provided subject to end-user service agreements (including mandatory arbitration provisions) and other policies, which may be found at www.cox.com/aboutus/policies.html. Offer is available to qualifying new residential Cox Internet customers in Cox service areas who meet eligibility criteria. \$9.95/month includes Connect2Compete Internet service (up to 15 Mbps download speeds) on a single wired outlet. One WiFi modem included with initial activation (may include refurbished wireless gateway). Additional equipment is extra. Advertised program pricing available while eligibility criteria are met. Includes WiFi network access at multiple locations across the country. See www.cox.com/hotspots for available coverage areas and hotspots. No installation charge for standard install on one prewired outlet. Additional installation, applicable taxes, and other fees are extra. Actual Internet speeds vary and are not guaranteed. See www.cox.com/internetdisclosures for complete Cox Internet Disclosures. Then-current Internet service and modem lease rates will apply when program eligibility requirements are no longer met. Re-enrollment not permitted. Offer, prices and eligibility requirements are subject to change. Offer and eligibility are also subject to Connect2Compete program terms and conditions. Call 1-855-222-3252 for restrictions and complete details, or visit Cox.com/C2C. Connect2Compete is a program to provide home Internet service for families. It is not a school program, and is not endorsed or required by your school. Your school is not responsible for Connect2Compete accounts. No school funds were used for this notice.

Connect2Compete is a low-cost home internet with WiFi product from Cox available to applications that meet and can verify the following requirements:

- Have at least one K-12 student living in the household
- Participate in one of the following: National School Lunch Program (NSLP), SNAP, TANF or Public Housing

Low-Cost, Home Internet with WiFi
One Connection is All It Takes

\$9.95
/mo.*
for qualifying households

- No deposits or annual contracts
- Free WiFi Modem

QUALIFY NOW

Now with 50% Faster Speeds!

The advertisement features a blue background with a blurred image of a person looking at a computer screen. The text is white and yellow. A circular badge on the right side highlights the speed improvement.

Surveys indicate that more than 80% of all U.S. teachers believe that online learning improves education. While many consider access to technology at home to be critical to the quality of a student's education, it is alarming that one-third of all students in America, mostly from low-income households, lack that access.

At Cox®, we're working to change that with the Cox® Connect2Compete program and the Cox® Digital Academy, which provides LOW-COST INTERNET to qualified households in an effort to bridge the digital divide—and provide new opportunities for families and students.

Our success is only possible with the help of dedicated leaders in the communities we serve. If you're committed to making a difference in your home, school or neighborhood and would like to help bring low-cost Internet to families in need, visit our resources page. There, you'll find additional information and a collection of materials that can be used to help spread the word.

The infographic consists of five columns, each with an icon, a statistic, and a source. The background is dark blue with white text and icons.

71% of teens call the Internet their primary research for school projects.	94% of job recruiters turn to the Internet for new hires.	More than 90% of higher-income families have home Internet access. For low-income K-12 students, it's less than 50% .	Students with access to Internet-ready PCs in the home graduate at rates 6-8% higher than those without.	50% of parents reported GPA improvements since enrolling in the Cox® Connect2Compete program.
PEW RESEARCH CENTER	EVERYONEON	PEW RESEARCH CENTER	FEDERAL RESERVE SYSTEM	EVERYONEON



Gloucester Department of Community Engagement

6467 Main Street
GLOUCESTER, VIRGINIA 23061
804-693-5730
EMAIL: clewis@gloucesterva.info

FOR IMMEDIATE RELEASE

DATE: Monday, December 3, 2018

Contact: Christi Lewis, Community Engagement
693-5730 or clewis@gloucesterva.info

MEMBERS NEEDED FOR NEW TELECOMMUNICATIONS COMMITTEE

Members to the newly formed Telecommunications Committee for Gloucester County are still being sought with interest forms accepted until Friday, December 14th. The committee is being established by the Gloucester County Administrator to serve in an advisory capacity to county administration. The committee will work with staff to review and advise on issues related to cable services, telecommunications, broadband (wireline and wireless), local telecommunication infrastructure (towers, mini cells, etc.) and help promote local government and school public programming on the public access channels.

The committee will consider and advise the County Administrator on telecommunications and cable services; cable franchises; customer service and subscriber complaints on grantee services and operations; telecommunications infrastructure; use of public rights-of-way by communication providers; ways to expand Internet and broadband services to underserved areas of the county; and identifying new telecommunication services, emerging technologies and opportunities for Gloucester.

Five individuals with telecommunications and/or business experience will be appointed to serve by the Gloucester County Administrator and will join staff from county government and the school division to complete the committee's membership. Appointments are initially for a one-year term with reappointments considered for one or two year terms. Regular meetings (at least quarterly) will be scheduled in advance to facilitate active and regular participation.

Those interested in being considered are asked to complete a Volunteer Board Bank interest form either online at www.gloucesterva.info (under "Latest County News") or by contacting the Department of Community Engagement at 804.693.5730 no later than Friday, December 14, 2018. When completing the form, please indicate your relevant experience and expertise in telecommunications or business. For more information or questions, please contact Gloucester Community Engagement at 693-5730 or send an email to clewis@gloucesterva.info.

End of Announcement