

# Application to DHCD Submitted through CAMS

New Kent County

Talleysville Road Broadband Extension Project

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**Application ID:** 59812122018165529  
**Application Status:** In Progress - DHCD  
**Program Name:** Virginia Telecommunications Initiative 2019  
**Organization Name:** New Kent County  
**Organization Address:** 12007 Courthouse Circle  
New Kent, VA 23124-2242  
**Profile Manager Name:** Krista Eutsey  
**Profile Manager Phone:** (804) 966-9683  
**Profile Manager Email:** kmeutsey@newkent-va.us

**Project Name:** Talleysville Road Broadband Extension Project  
**Project Contact Name:** Rodney Hathaway  
**Project Contact Phone:** (804) 966-9683  
**Project Contact Email:** rahathaway@newkent-va.us  
**Project Location:** PO Box 150  
New Kent, VA 23124-2242  
**Project Service Area:** New Kent County

**Total Requested Amount:** \$290,386.00

**Required Annual Audit Status:** No Current Audits Found

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$290,386.00</b>	<b>\$94,233.00</b>	<b>\$384,619.00</b>
Construction	\$290,386.00	\$94,233.00	\$384,619.00
<b>Total:</b>	<b>\$290,386.00</b>	<b>\$94,233.00</b>	<b>\$384,619.00</b>

## Budget Narrative:

Construct approx. 5,280' of new overhead fiber network to include electronics at \$7,387 per ft. = \$39,003; Construct approx. 24,560' of new underground fiber network to include electronics @ \$12.71 per ft. = \$312,158; Add (1) system power supply units @ \$4,447 per unit = \$4,447; Perform network engineering & design & make-ready = \$29,011.

## 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:

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Please refer to Attachment: Maps of project area which consists of defined project area, including specific boundaries of the proposed project area, identifies physical locations of potential customer's residences and infrastructure.

New Kent County is a rural community located on the eastern boundary of the Richmond Metropolitan area, with a population of 21,709 according to the latest census estimates released July 1, 2017 by the Weldon Cooper Center. New Kent County has a growth rate of 17.8% which is the second highest in the state of Virginia. The project area involves one of the oldest residential neighborhoods in the County and is known as White House Farms, named after the nearby residence of Martha Custis Washington, wife of President George Washington. The area is located centrally in the County along Talleysville Road (State Route 609) near Interstate 64 exit 211. The proposed fiber extension will make service available to 83 homes and will extend service closer to other areas of the County that will be served in the future. Of the 83 homes in the project area, 68 homes are located within 400 feet of the extended line, and 15 homes would need extensions from 500 feet to 2100 feet. The total project will involve approximately one (1) mile of aerial extension from the New Kent Winery located at 8400 Old Church Road to Talleysville Road, and approximately two (2) miles of underground service along Talleysville Road to the remainder of the serviceable homes. The County has partnered with Cox Communications to provide 300/30mbps high-speed broadband availability to this currently unserved project area.

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:**

The County conducted a survey in 2016 utilizing a broadband planning grant from VATI program. The County has also viewed the Virginia Broadband Availability Map and Integrated Broadband Planning and Analysis Toolbox, and have made the following findings:

1. Cable Wireline, Fiber Optic, and Copper Wireline service is currently not available in the project area.
2. Mobile Wireless Coverage is available, and limited strength 4G/LTE service is available.
3. Limited Verizon DSL service is available as there have been various complaints on the reliability of service which probably stems from the project area being located at the outer limits of DSL coverage, and the service is at capacity. No new customers are being accepted for service, due to capacity issues.
4. Satellite Coverage is available, but County surveys revealed a dissatisfaction with cost and reliability of service.

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### 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:**

There is currently limited DSL service provided by Verizon, and from the input that we have received from many of the citizens in the area, the service appears to be very unreliable, which may be a result of the infrastructure operating at full capacity, or this neighborhood being located on the outer boundary of the service area. Verizon has made it known to public officials that the system is outdated and they do not plan to make any improvements in the near future. Verizon is no longer accepting new customers on the system as they are at capacity, with a very long wait list. In 2017 the County performed a County wide broadband survey, and many of the existing Verizon DSL customers stated that they were unhappy with the service. No other broadband providers are serving the proposed expansion area. 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 project area is residential in nature, and consists of one of the County's oldest neighborhoods. The project will serve a diverse community with home values that range from \$160,000 to \$850,000. Based on information received from surveys and data from the New Kent County Commissioner of Revenues offices, there are approximately 9 home based businesses within the service area. The project area will make broadband service available to 83 homes. The project will involve 1 mile of aerial line extension from the New Kent Winer located at 8400 Old Church Road, to Talleysville Road, and 2 miles of underground line extensions from Talleysville Road to the remainder of the serviceable homes. 68 homes will be located within 400 feet of the new line, and 15 homes would need extensions from 500 to 2100 feet. It is anticipated that the expected subscriber/user numbers will be

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high due to the current lack of high speed internet access in the area and the numerous low-cost promotional offers that Cox makes available to new residential customers.

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

**Answer:**

The project area is residential, however there are 9 home businesses licensed in the proposed new area. the proposed project will be of great benefit for home-based businesses, which currently have limited options and inferior internet connectivity.

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.

**Answer:**

If awarded the requested grant funds, the County will conduct a town hall style meeting with the residents within the service area, to go over the details of the grant project and answer questions. Cox Communications will present information on service packages and will take preliminary request for service. The County will also distribute mailers to the residents keeping residents up to date on the progress of the project, and providing contact information to register for service. The County anticipates that the take rate will be in excess of 80%, and this information is based on citizens surveys performed in 2017, along with comments and request that staff have received, and also the current lack of reliable high speed internet access in the area. The survey indicated that the majority of the residents are not happy with their current methods of accessing internet which range from DSL, satellite, and hot-spot modems. Also there are various low-cost promotional offers to residential customers and Cox Communication 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 or benefiting from SNAP or TANF programs.

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 and will be capable of providing residential and business customers with downloads speeds of up to 300Mbps 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

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infrastructure will be installed?

**Answer:**

NA

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:**

The proposed project and construction will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Cox Communications and will be capable of providing residential and business customers with download speeds of up to 300Mbps 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 year 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 New Kent County, Cox Communications has built and maintained a hybrid fiber-coax (HFC) network in the City for nearly 20 years. This network has enabled Cox to offer video, data, telephony, and home security/automation services to residents. This grant will allow Cox to extend the network to an area of the county that is currently unserved.

Services are delivered over the Cox network from one of several hubsites that Cox owns and operates in Hampton Roads. This hubsite is fed from Cox's national fiber backbone which provides several redundant connections to Hampton Roads. Cox trains and employs engineers and technicians to ensure we maintain a 99.999% network reliability. The network and hubsite are monitored both locally and nationally 24 hours a day and 365 days a year.

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

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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 2019 completion date with a steady and phased-in progress to include: creating project account, performing field survey for construction, completing Dominion Power pole application process, designing project, securing VDOT permits and private property 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:**

(note: Cox uses internal employees and corporate contracted resources to perform the proposed work so no quotes will need to be obtained for this project as they are built in to the costs presented in the table provided.)

Please refer to Attachment: Documentation for in-kind contribution, including (values) i.e. any fees waived for completion of the project

All of Cox's costs are hard costs and are reflected in table provided

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:**

The project management role will be shared. Cox Communications will manage project design, construction and service provision to customers. New Kent 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

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ensure project completion by in 2019. Cox will provide well in excess of the minimum 20% required grant match. New Kent County will provide in-kind services such as waving any permit fees levied by the county, assisting Cox in securing easements if needed and staff time dedicated to project and financial management as well as grant report requirements.

New Kent Fiscal Agent: Mary Altemus, Finance Director

New Kent Grant/Project Manager: Rodney Hathaway, County Administrator

New Kent Cox Liaison: Rodney Hathaway, County Administrator

Cox Communications Project Manager: Anthony Crish, Planning & Construction Supervisor

Cox Communications Government/Chesapeake Liaison: Sarah Buck, Public Affairs Manager

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.



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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:**

New Kent County is working with Cox Communications, a nationally recognized provider of digital cable television and telecommunications services. Cox Communications is the third largest telecommunications corporation in the United States, serving more than 6.2 million customers, including nearly 4 million internet subscribers. Cox and New Kent entered into their first cable television franchise agreement nearly 20 years ago. Since that time the county and Cox have experienced a collaborative and mutually beneficial working relationship. The unserved area identified is in a residential subdivision in a rural area of the county. Cox Communications has been greatly challenged to provide broadband services to certain rural areas and this grant opportunity presents a viable means and solution to expand services where it would otherwise be financially unfeasible.

Please refer to Attachments/ Documentation of relationship: This compilation of documents includes (1) Letter from Cox Communications verifying partnership with New Kent County and long-term relationship; (2) New Kent Cable Television Franchise Agreement with Cox Communications demonstrating nearly 20 years of continuous partnership relationship.

The project management role will be shared. Cox Communications will manage project design, construction and service provision to customers. New Kent 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 in 2019. Cox will provide the 20% required grant match. New Kent will provide in-kind services such as waving any permit fees levied by the county, assisting Cox in securing easements, and staff time dedicated to project and fiscal management.

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## 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 be substantiated by clear cost estimates.

### Answer:

Construct approx. 5,280' of new overhead fiber network to include electronics at \$7,387 per ft. = \$39,003;  
Construct approx. 24,560' of new underground fiber network to include electronics @\$12.71 per ft. = \$312,158;  
Add (1) system power supply units @ \$4,447 per unit= \$4,447; Perform network engineering & design & make-ready= \$29,011. Total Project Cost is \$384,619, and of that amount the grant request is for \$290,386.

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) State share for the total project cost = \$290,386
- (ii) State cost per unit passed = 83 Units @ \$3,498.62 per unit
- (iii) Internet Speed = 300/30mbps

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:

New Kent County has extensive experience in managing grants of various scales and disciplines, such as Emergency Services, Public Safety, Community Development, K-12 Education, Information Technology, and etc. In 2016 the County received a Virginia Telecommunications Planning Initiative grant in which it successfully

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completed within the requirements and timeframe established by the Department of Housing and Community Development.

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 40 years and continues to invest heavily in its network. In the past 10 years alone, Cox has invested nearly \$2 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 (“Gigablast”) 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 by the end of 2019. Offering gigabit speed is nothing new for Cox; 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 four (4) 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; and Ultimate at \$79.99 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. It is important to note that 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 or families with a K-12 student receiving SNAP or TANF benefits.

## 19. Additional Information

Any other equitable factor that the applicant desires to include.

**Answer:**

NA

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## **Attachments:**

Derivation of Cost (Project Budget)

121018CoxNewKentDerivationofCostsWorksheet1213201874526.pdf

Project Management Plan

CoxNewKentProjectManagementPlan1213201874551.pdf

Map(s) of project area, including proposed infrastructure

CoxNewKentWhitehousePart1of3Print1213201874617.pdf

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

CoxLetterofSupportVATIFranchiseAgreement1213201883916.pdf

Two most recent Form 477 submitted to FCC

FCC4771213201883942.pdf

Funding Sources Table

VATIFundingSourcesTable9242018933231213201884034.pdf

(Optional) || Public Notice

VATIGrantPublicNotice1213201884106.pdf

(Optional) || Project Area Addresses

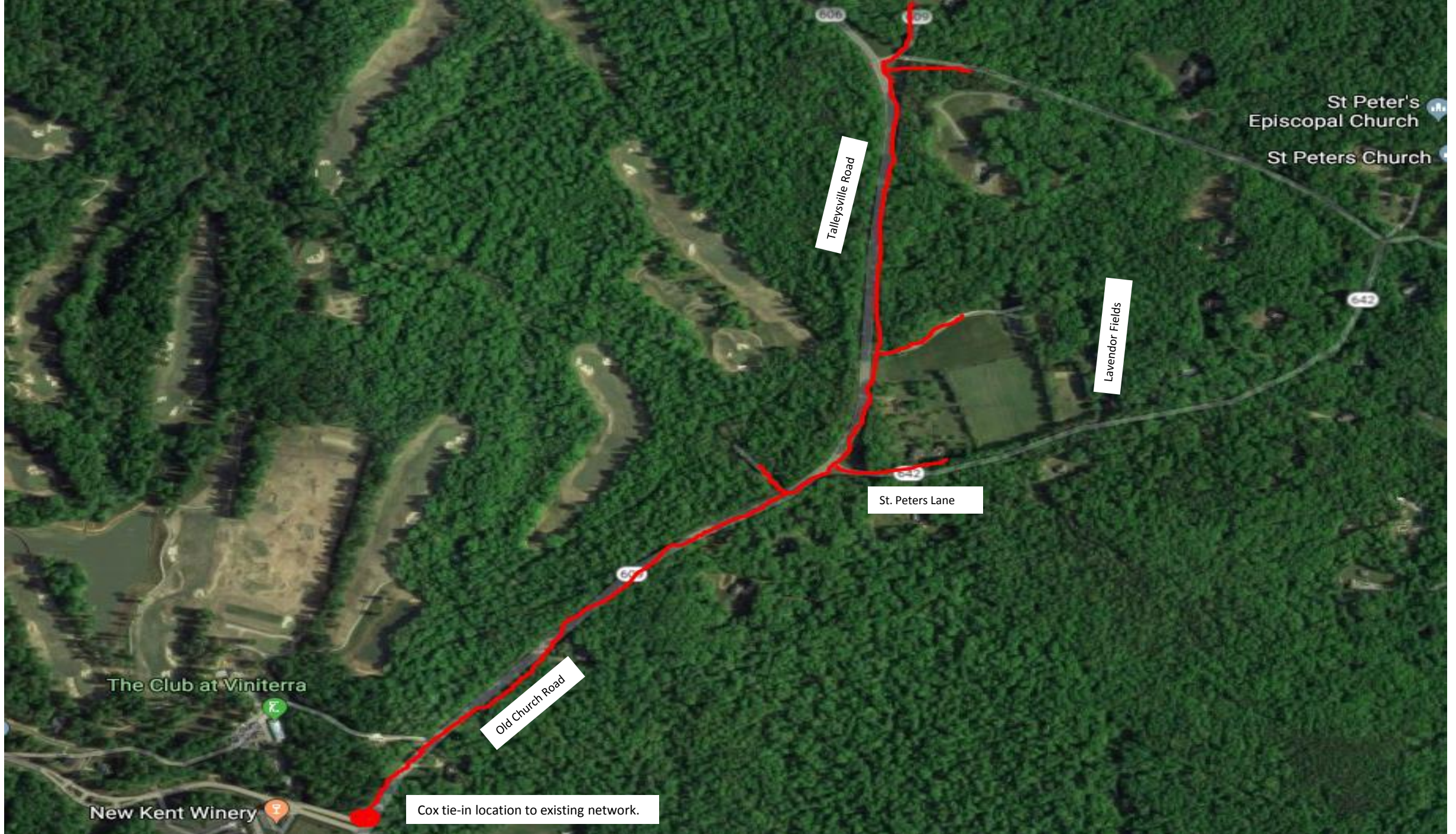
CoxNewKentaddresses1213201884125.pdf

CDBG Derivation of Cost

<b>Product</b>	<b>Total</b>	<b>VATI</b>	<b>Non-VATI</b>	<b>Source of Estimate</b>	<b>Date</b>
Construct approx. 5,280' of new overhead fiber network to include electronics @ \$7.387 per ft.	\$ 39,003	\$ 29,447	\$ 9,556	Cox Communications	12/10/2018
Construct approx. 24,560' of new underground fiber network to include electronics @ \$12.71 per ft.	\$ 312,158	\$ 235,679	\$ 76,479	Cox Communications	12/10/2018
Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 3,357	\$ 1,090	Cox Communications	12/10/2018
Perform network engineering & design & make-ready	\$ 29,011	\$ 21,903	\$ 7,108	Cox Communications	12/10/2018
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>Total Cost of Project</b>	\$ 384,619	\$ 290,386	\$ 94,233		







606

609

St Peter's  
Episcopal Church

St Peters Church

Talleysville Road

Lavendor Fields

642

St. Peters Lane

606

The Club at Viniterra

Old Church Road

New Kent Winery

Cox tie-in location to existing network.





Map

Google



Google



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

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December 1, 2018

Mr. Rodney Hathaway  
County Administrator  
12007 Courthouse Circle  
New Kent, VA 23124

Dear Mr. Hathaway,

Thank you for the opportunity to work with the County on a grant application to help provide broadband service to additional homes in New Kent 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 New Kent County on a new grant application for this last-mile project that could help to bring broadband service to 60 homes in the White House Farms subdivision.

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". The signature is written in a cursive style with a long horizontal flourish at the end.

Sarah Buck  
Manager, Public Affairs

# AGREEMENT

THIS AGREEMENT ("Agreement") is made this 10th day of December, 2007 ("Effective Date") by and between the COUNTY OF NEW KENT, VIRGINIA, ("County") and COX COMMUNICATIONS HAMPTON ROADS, L.L.C. ("Cable Operator" or "Grantee") (together the "Parties").

## *Recitals:*

WHEREAS, the Cable Operator has asked the County to renew the Cable Operator's nonexclusive Franchise ("Prior Franchise") to own, construct, reconstruct, install, maintain, operate, dismantle, test, upgrade, repair, use, and remove a Cable System (as hereinafter defined) in the County; and

WHEREAS, the construction, installation, reconstruction, maintenance, operation, dismantling, testing, upgrade, repair, use, and removal of such a system involves the occupation of and placement of private commercial facilities along, under, over, above, through or across the Public Rights-of-Way or public land within the County; and

WHEREAS, the County has reviewed the Cable Operator's performance under the Prior Franchise and the over-all quality of service during the term of the Prior Franchise, has identified the future cable-related needs and interests of the County and its citizens, has considered the financial, technical and legal qualifications of the Cable Operator, has determined whether the Cable Operator's plans for constructing, operating and maintaining its Cable System are adequate, and has determined that the foregoing meet the requirements of 47 U.S.C. § 546; and

WHEREAS, the County has relied on the Cable Operator's representations contained in this Franchise Agreement and has considered the information that the Cable Operator has presented to it; and

WHEREAS, based on the Cable Operator's representations in this Franchise Agreement, the Board has determined that the grant of a new nonexclusive Franchise to the Cable Operator, to supersede the Prior Franchise, is consistent with the public interest; and

WHEREAS, the County and the Cable Operator have reached agreement on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, which are a part of the agreement, the mutual benefits, promises, and undertakings of the parties to this agreement, the sufficiency of which the Parties acknowledge, the Parties hereby covenant and agree as follows.

## 1. DEFINITIONS

- 1.1. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated, words not defined herein shall be given the meaning set forth in Va. Code § 15.2-2108.1:1 or, if not in conflict, Title 47 of the United States Code, as amended, and if not defined therein, their common and ordinary meaning.
- 1.2. "Access Channel" means any Channel on the Cable System set aside under this Agreement for noncommercial educational or governmental use.
- 1.3. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- 1.4. "Basic Cable Service" means the entry level of service including, but not limited to, mandatory broadcast carriage signals and local access channels and such other service as the FCC may mandate and such additional signals, channels and services as the Grantee may elect to include. This shall not include optional packages, Premium Service Tiers or pay-per-view or pay-per-channel services as herein defined, as long as they are sold separately from Basic Cable Service alone.
- 1.5. "Board" means the Board of Supervisors of New Kent County, Virginia.
- 1.6. "Cable Act" means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.
- 1.7. "Cable Service" means the one-way transmission to subscribers of (i) video programming or and (ii) other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.
- 1.8. "Cable System" means any 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, except that such definition shall not include (i) a system that serves fewer than twenty Subscribers, (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations, (iii) a facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control, or management, unless such facility or facilities use any public right-of-way, (iv) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Act of 1984, 47 U.S.C.

§ 201 et seq., except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, (v) any facilities of any electric utility used solely for operating its electric systems, or (vi) any portion of a system that serves fewer than fifty Subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality.

- 1.9. "Channel" means a portion of the electromagnetic frequency spectrum that is used in a Cable System and that is capable of delivering a television signal or television channel as that term is defined by the Federal Communications Commission, as of the Effective Date of this Agreement.
- 1.10. "Control," as used in Section 3, of this Agreement, is not limited to majority stock ownership, but includes actual working control in whatever manner exercised as determined by the rules and policies of the FCC.
- 1.11. "County" means the County of New Kent, Virginia.
- 1.12. "Educational Access Channel or Educational Channel" means any Channel required by this Franchise Agreement to be designated by Grantee to the County for educational use.
- 1.13. "EG" means educational and governmental.
- 1.14. "Fair Market Value" means the price that a willing buyer would pay to a willing seller for a going concern based on the system valuation and sale multiples prevailing in the industry at the time at which the new Grantee is required to purchase the current Grantee's assets.
- 1.15. "Federal Communications Commission or FCC" means the Federal Communications Commission or successor governmental entity thereto.
- 1.16. "Franchise" means the franchise granted pursuant to this Agreement.
- 1.17. "Franchise Agreement or Agreement" means this contract and any amendments, exhibits or appendices hereto.
- 1.18. "Franchise Area" means the entire County.
- 1.19. "Franchise Fee" This term shall have the meaning given to it in Section 8(a) herein.
- 1.20. "Governmental Access Channel or Governmental Channel" means any Channel required by this Franchise Agreement to be designated by Grantee to County and set aside by the Grantee for government use.

- 1.21. "Grantee's Cable System" means the Cable System of the Grantee in the County, which shall be subject to either the Prior Franchise or the Franchise, as the context requires.
- 1.22. "Gross Revenues" means those revenues, including installation fees, subscriber fees and disconnect and reconnect fees, derived from the supplying of regular subscriber service. Gross Revenues shall include revenues derived from per-program or per-channel charges, leased channel revenues, advertising revenues (rate card less contra-revenues for agency fees) and home shopping revenues. "Gross Revenues" shall not include franchise fees, collected User Fees, subscriber deposits, refunds and credits made to subscribers, uncollected bad debt, or any taxes imposed on the service furnished by Grantee herein which are imposed directly on the subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit; nor shall Gross Revenues include any money received by The Cable Operator by any channel provider as an incentive to carry a particular programming channel.
- 1.23. "Institutional Network or I-Net" means an institutional network, as that term is used in 47 U.S.C. Sec. 531(f).
- 1.24. "Normal Operating Conditions" means those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include natural disasters, civil disturbances, power outages, telephone network outages, acts of terrorism and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Grantee include special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance and upgrade of the Cable System.
- 1.25. "Person" means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, corporation, estate, joint stock company, trust, business trust, trustee in bankruptcy, receiver, auctioneer, syndicate, assignee, club, society, governmental entity, or any other group or combination acting as a unit.
- 1.26. "Prior Franchise" means the prior cable television franchise dated October 19, 1987 accepted by Cox Communications Hampton Roads, LLC .
- 1.27. "Service Tier" means a category of Cable Service or other services provided by Grantee and for which a separate rate is made by Grantee.
- 1.28. "Subscriber" means any member of the general public who contracts with Grantee to receive or otherwise lawfully receives (except for resale) Grantee's Basic Service and/or any one or more of such other Cable Services as may be provided on the HSN.

1.29. "System Upgrade" means a major improvement or enhancement in the technology or service capabilities made by the Grantee to Grantee's Cable System, as more fully described in Section 6(c) herein.

1.30. "Transfer of the Franchise," as used in Section 3.4.4 of this Agreement, means any transaction in which: (A) any ownership or other right, title, or interest of fifty percent (50%) or more in the Grantee, its Cable System, or any Person that is a Cable Operator of Grantee's Cable System, is transferred, sold, assigned, directly or indirectly, to any entity that does not presently control the Grantee; (B) the Grantee is transferred to another entity; or (C) any change or substitution occurs in the managing general partners of the Grantee, where applicable, but Transfer shall not include transactions in which (i) Grantee transfers in trust, by mortgage, hypothecation, or by assignment any rights, title, or interest of the Grantee in the Franchise or in the Cable System to secure indebtedness, or (ii) the Grantee is reorganized within another corporation or entity owned, owning, or commonly controlled by Grantee or its parent company, if such transaction does not materially affect the ultimate control of the Grantee or the sources and amount of funds available to the Grantee.

1.31. "User" means a person or organization using an EG Channel or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a Subscriber.

1.32. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## 2. GRANT OF AUTHORITY LIMITS AND RESERVATIONS

### 2.1. Grant of Authority.

2.1.1. Subject to the terms and condition of this Agreement and the Cable Ordinance, the County hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law. In the event of a conflict between the terms of this Agreement and the County's Cable Ordinance, the terms of this Agreement shall control.



2.1.2. The consideration provided by Grantee under this Agreement shall be the only consideration due or required from the Grantee to the County for the right to use and occupy the Public Rights-of-Way and public land. No reference herein to a Public Right-of-Way shall be deemed to be a representation or guarantee by the County that its interest or other right to control the use of such property is sufficient to permit the Grantee's use for specific purposes, and the Grantee shall be deemed to gain only those rights to use that are within the County's power to convey. No privilege or power of eminent domain is bestowed by this grant or by this Agreement. This Agreement does not confer any rights other than as expressly provided herein or as implied under federal, state or local law.

## 2.2. Area Served.

2.2.1. The Franchise is granted for the Franchise Area defined herein.

2.2.2. The Grantee shall build Grantee's Cable System so that it is able to provide service to all Subscribers and potential Subscribers passed by the Grantee's Cable System as of the Effective Date of this Agreement. Pursuant to Section 3.2.1 herein, the Cable Operator shall build its Cable System so that it can extend service to all residents geographically located within the Franchise Area, including residents located in areas that may be added to the County's jurisdiction in accordance with the provisions of this Agreement, unless this requirement is waived in writing by the County.

## 2.3. Term.

2.3.1. This Franchise Agreement shall be for an initial term of five (5) years with two additional consecutive five year extensions periods, contingent upon the Grantee's completion of the System Upgrade required in Section 5(b), within three (3) years, commencing on the date accepted below by the Grantee, unless the Franchise is terminated earlier for cause as provided herein and in the Cable Ordinance. Either party may terminate this Agreement at the end of the initial term or the first extension period by notifying the other party in writing of its intent to terminate the agreement at least ninety (90) days prior to the expiration of the current term.

## 2.4. Competitive Equity.

2.4.1. The Grantee acknowledges and agrees that the County reserves the right to grant one or more additional franchises to provide facilities based Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and PEG Capital Fees and other support; customer service standards; required reports and

related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the County which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the County agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions.

2.4.2. In the event that the County awards an additional franchise to provide Cable Services via the use and occupation of the public Rights-of-Way, which include a less burdensome PEG Capital Grant section or provision, such provisions shall be considered to have created a competitive disadvantage to Grantee. Grantee shall have the right to request an amendment to this Agreement that relieves Grantee of the regulatory burden that creates the competitive disadvantage and/or inequity. Such reasonable amendment may include the refund of any advanced PEG Capital Grant paid to the County pursuant to the terms of this Agreement. The County shall not unreasonably deny Grantee's petition.

## 2.5. Franchise Agreement Subject to Other Laws.

2.5.1. This Franchise Agreement is subject to and shall be governed by all applicable provisions of federal, state, and local law.

## 2.6. Franchise Agreement Subject to Exercise of Police Powers.

2.6.1. All rights and privileges granted herein are subject to the exercise of the police powers of the County and its rights under applicable laws and regulations to reasonably exercise its police powers to their full extent and to regulate the Grantee and the construction, operation and maintenance of the Grantee's Cable System, including, but not limited to, the right to adopt and enforce additional generally applicable ordinances and regulations as the County shall find necessary in the exercise of its police powers, the right to adopt and enforce generally applicable zoning, building, permitting and safety ordinances and regulations, the right to adopt and enforce ordinances and regulations relating to equal employment opportunities, and the right to adopt and enforce ordinances and regulations containing Public Rights-of-Way, telecommunications, cable communications, utility and cable television consumer protection and service standards and rate regulation provisions.

## 2.7. Material Alteration.

2.7.1. Notwithstanding the provisions of Section 2(i), if the Grantee's rights, benefits, obligations or duties specified in this Agreement are materially altered as the result of changes in County ordinances that are incorporated by reference or otherwise, the Grantee specifically reserves the right to challenge any terms, conditions or provisions of local law if Grantee believes such are in conflict with its contractual rights under this Franchise, or if the Grantee believes the Grantor's enforcement of

such is unlawful. By acceptance of this Franchise and agreement to comply with the provisions herein, the Grantee does not waive and specifically retains the right to challenge any subsequently enacted local ordinance, law, rule or regulation, if Grantee believes that the local requirement : (i) is not a lawful exercise of the County's police powers, or (ii) is not in compliance with state or federal laws, or (iii) materially impacts the Grantee's contractual rights granted by this Franchise , or (iv) is unlawfully discriminatory against the Company.

## 2.8. Approval and Effective Date.

2.8.1. This Franchise Agreement shall become effective sixty (60) days (the "Effective Date"), following its approval by the Board and its written acceptance by the Grantee, provided that if the Grantee fails to accept the Franchise within thirty (30) days after approval by the Board, the Franchise shall be deemed void.

## 2.9. Effect of Acceptance.

2.9.1. By accepting the Franchise and executing this Franchise Agreement, the Grantee: (1) accepts and agrees to comply with each provision of this Agreement, (2) acknowledges and accepts the County's legal right to grant the Franchise, to enter into this Franchise Agreement, and to enact and enforce ordinances and regulations related to the Franchise; (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law; and (4) agrees that the County retains the absolute right to terminate this Agreement for any material violation by the Grantee of any substantive provision of Chapter A130 of the Code of the County of New Kent or any term or condition hereof, as provided by § A130-24 of the Cable Ordinance and Section 12 of this Agreement.

## 2.10. Claims Related to Prior Franchises.

2.10.1. The Grantee shall remain liable, for three years after the Effective date of this Franchise Agreement, for payments of all franchise fees owed to the County under the Prior Franchise, if any exist, that are accrued but unpaid prior to the Effective Date. The grant of the Franchise shall have no effect on the Grantees duty under the Prior Franchise to indemnify or insure the County against acts and omissions occurring during the period that the Prior Franchise was in effect; to return any overcharges that are determined to be due to Subscribers for the period that the Prior Franchise was in effect; and to correct any construction violations for which (i) written notice identifying the nature and location of the violation with sufficient specificity to allow the Grantee to correct the violation has been given to Grantee prior to the Effective Date of this Agreement and (ii) the violation has not been cured by the Effective Date of this Agreement.

2.10.2. Except as provided in paragraph 2.10.1, as of the Effective Date of this Franchise Agreement, the Prior Franchise is superseded and is of no further force and effect,

and the County and the Grantee mutually release each other from any claims each had, has or may have against the other under the Prior Franchise.

2.11. No Waiver.

2.11.1. The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the other party, nor to excuse the non-performing party from complying or performing, unless such right or such compliance or performance has been specifically waived in writing. Waiver of a breach of this Franchise Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the County hereunder shall constitute a waiver of or a bar to the exercise of any police right or power of the County, including without limitation, the right of eminent domain.

2.11.1.1. Whenever this Agreement sets forth any time for any act to be performed by or on the behalf of Grantee, such time shall be deemed of the essence and the Grantee's failure to perform within the time allotted shall, in all cases, except those arising from force majeure, be sufficient grounds for the County to invoke the remedies available under the terms and conditions of this Agreement.

2.11.2. Nothing in this agreement shall be construed as a waiver of any right of the Grantee unless such waiver is expressly stated and defined herein.

2.12. Limitation on Liability.

2.12.1. In any court proceeding involving any claim against the County or other governmental entity, or any official, member, employee or agent of the County, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a Franchise, any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be in accordance with Section 635(a) of the Cable Act.

2.13. Amendment of Franchise Agreement.

2.13.1. This Agreement may only be amended by mutual written consent of the County and the Grantee, including but not limited to such consent and/or court order pursuant to Section 2.7.

2.14. Renewal.

- 2.14.1. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.
- 2.15. Transfer or Change of Control of Cable System or Franchise.
- 2.15.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise other than to an entity controlling, controlled by or under common control with the Grantee, without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, no consent shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of the Grantee in the Franchise or Cable System to secure indebtedness.
- 2.15.2. All such requests for approval of transfer of the Cable System or Franchise or change of control by Grantee shall be governed by 47 U.S.C. §537 and 47 C.F.R. § 76.502(a).
- 2.16. Application.
- 2.16.1. The Grantee shall notify the County as soon as possible of any proposed Transfer.
- 2.16.2. At least one hundred twenty (120) calendar days prior to the contemplated effective date of a Transfer, the Grantee shall submit to the County a written application for approval of the Transfer. Such an application shall include details on the legal, financial, and technical qualifications of the proposed transferee.
- 2.16.3. For the purposes of determining whether it shall consent to a Transfer, the County or its agents may inquire into the legal, technical and financial qualifications of the prospective transferee as the County may deem necessary to determine whether the Transfer is in the public interest and should be approved or denied. The Grantee and any prospective transferees shall assist the County in any such inquiry.
- 2.16.4. Within thirty (30) days of receiving a request for transfer, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of any additional information it requires to determine the legal, financial and technical qualifications of the transferee. If the County has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given unless the County and Grantee otherwise agree to an extension of time.
- 2.17. Determination by County.

2.17.1. In making a determination as to whether to grant, deny, or grant subject to conditions an application for a Transfer, the County may consider the legal, financial, and technical qualifications to operate the System of the transferee and whether the Transfer is in the public interest.

### 3. PROVISION OF CABLE SERVICE

#### 3.1. Availability of Cable Service.

3.1.1. The Grantee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least twenty-five (25) residences within one (1) lineal mile from Grantee's energized distribution network that is to be extended, the Grantee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation charge; provided that such extension is technically and economically feasible, and will not adversely affect the operation, financial condition, or market development of the Cable System. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any newly-annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing. Grantee shall not be required to offer Cable Service to individual units of a multiple dwelling unit (MDU) facility within the Service Area unless the owner of the facility consents in writing to the following: (i) to Grantee's providing of Cable Service to individual units of the facility; (ii) to reasonable conditions and times for installation, maintenance, and inspection of the portion of the Cable System on the facility premises; (iii) to reasonable conditions promulgated by Grantee to protect Grantee's equipment and to encourage widespread use of the Cable System; and (iv) to not demand or accept payment from Grantee for permitting Grantee to provide Cable Service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Grantee and those who do not. Grantee may refuse to provide Cable Service (i) when its prior service, payment, or theft of service history with a Person has been unfavorable, or (ii) pursuant to a written waiver by the Board or its designee, or (iii) when the subscriber has demonstrated a pattern of behavior that harasses the Company and/or its employees, contractors or agents and interrupts the Company's operations through repeated acts.

#### 3.2. Line Extension Requirements.

3.2.1. If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.1.1 above, the Grantee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of

extending the Cable System by making a capital contribution in aid of construction, including cost of material, design, labor, and easements. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals 25. Subscribers who request service hereunder shall bear the remaining construction costs on a *pro rata* basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

3.2.2. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all persons to receive all available services provided on the Cable System so long as such person's financial or other obligations to the Grantee are satisfied.

### 3.3. Line Extensions to Commercial Businesses.

3.3.1. The Grantee may elect to provide Cable Services to Commercial Businesses and may impose an additional charge in excess of its regular installation for any service installation that requires under pavement installation, or any other installation where the cost is higher than the average normal cost for residential installations. Grantee shall negotiate approximate monthly charges for providing service to the Commercial Business.

### 3.4. Continuity of Service.

3.4.1. The Grantee shall operate Grantee's Cable System pursuant to this Franchise without interruption, except as otherwise provided in this Franchise Agreement. Following the revocation of its Franchise, the Grantee shall, at the County's request, operate Grantee's Cable System for a temporary period ("Transition Period") as necessary to maintain cable service to Subscribers, and shall cooperate with the County to assure an orderly transition of cable services from it to the County or another franchise holder, provided, however, that proprietary information shall not be disseminated except as agreed.

3.4.2. During the Transition Period, the Grantee shall not sell any of Grantee's Cable System assets, nor make any physical, material, administrative or operational change that would tend to degrade the quality of service to Subscribers, decrease Gross Revenues, or materially increase expenses without the express permission, in writing, of the County or its assigns.

3.4.3. The County may seek legal and/or equitable relief to enforce the provisions of this Section.

3.4.4. The Transition Period shall be no longer than the reasonable period required to arrange for an orderly transfer of cable service to the County or to another franchise holder, unless mutually agreed to by the Grantee and the County. During the Transition Period, the Grantee and the County will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.

3.4.5. During the Transition Period the Grantee shall be entitled to receive all revenue generated from the operation of the system, except as provided herein.

3.4.6. If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with the terms of this Agreement during any Transition Period, the County, at its option, may operate Grantee's Cable System, designate another entity to operate Grantee's Cable System temporarily until the Grantee restores service under conditions acceptable to the County or until the Franchise is revoked and a new grantee selected by the County is providing service, or obtain an injunction requiring the Grantee to continue operations.

3.4.7. The County shall be entitled to injunctive relief under the preceding paragraph if:

3.4.8. The Grantee fails to provide Cable Service in accordance with this Franchise Agreement or the Cable Ordinance for a portion of the Franchise affecting over ten percent of the County's subscribers for one week, unless the County authorizes a longer interruption of service or the failure is due to force majeure as characterized in Section 16 herein; or

3.4.9. The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise Agreement and the Cable Ordinance for a portion of the Franchise Area affecting over ten percent of the County's residents.

3.5. Service Center. The Grantee agrees to continue to maintain a business office in the limits of the County which shall be open during normal business hours including some evening or weekend hours. However, Grantee at its sole discretion, may close the applicable service center under the following conditions: (1) Grantee provides a practicable alternative for the primary customer services provided (e.g., bill payment; equipment exchange) and (2) Grantee provides the City with no less than six (6) months advanced written notice of the planned closure of the applicable service center.

#### 4. CONSTRUCTION AND MAINTENANCE

##### 4.1. Construction Schedule



4.1.1. The Grantee shall construct and activate Grantee's Cable System in accordance with the requirements of the Cable Ordinance and the specifications contained in this Agreement.

4.1.2. The Grantee agrees that it will make no charge or claim whatsoever to the County, for hindrance or delay of the work, from any cause during the progress of the same, but this limitation shall not prevent the Grantee from making a charge or claim asserting that the County has unreasonably withheld any permit required for the construction or activation of Grantee's Cable System.

#### 4.2. Construction Standards.

4.2.1. The construction, operation, maintenance, and repair of the System shall be in accordance in all material respects with all applicable sections of the Occupational Safety and Health Act of 1970, as amended; the National Electrical Safety Code and National Electric Code; Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration; Construction, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules Part 17 the Cable Ordinance; only in the use and occupation of the public rights-of-way Applicant's Construction Procedures Manual; the Virginia Uniform Statewide Building Code; conditions embodied in Virginia Department of Transportation permits; and other generally applicable federal, state, or local laws and regulations, all as hereafter may be amended or adopted. In the event of a conflict among codes and standards, accepted cable industry practices shall control (except insofar as such practices, if followed, would result in a Cable System that could not meet express requirements of federal, state or local law, or in instances in which such practices are expressly preempted by other standards). Consistent with the foregoing, the Grantee will perform all work in an orderly and workmanlike manner throughout the Franchise term.

4.2.2. In the event of any deregulation of technical or other standards for construction, installation, operation or maintenance of Grantee's Cable System, said standards shall remain in force and effect until the Board of Supervisors adopts new standards as may be allowed by law.

4.2.3. All wires, cable lines, and other transmission lines, equipment, and structures shall be installed and located consistent with cable industry practices, and where feasible without additional cost to Grantee, in such a manner as to cause minimum interference with the rights and convenience of property owners (including the County) and users of the Public Rights-of-Way and other public property. The County may from time to time issue reasonable generally applicable rules and regulations, after notice to Grantee and opportunity for Grantee to participate, concerning the construction, operation and repair of Grantee's Cable System as appropriate to ensure compliance with this Section.

- 4.2.4. The Grantee shall update its existing Construction Procedures Manual and an Installation Procedures Manual, when applicable, addressing matters including but not limited to, changes in technology, construction and maintenance procedures, and acceptance practices. Upon request, the Grantee shall provide the County with a copy of these manuals, which will be treated as confidential and proprietary information as provided by law, and their procedures shall be consistent with the provisions of this Agreement.
- 4.2.5. All installation of electronic equipment shall use durable components. Cables and wires shall be buried, lashed, or housed in a reasonable period of time.
- 4.2.6. Without limiting the foregoing, antennae and their supporting structures (towers) shall be designed in accordance with the Virginia Uniform Statewide Building Code as amended, and shall be painted, lighted, erected, and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state or local laws, codes, and regulations, all as hereafter may be amended or adopted.
- 4.2.7. Without limiting the foregoing, all of the Grantee's plant and equipment, including, but not limited to, the antennae site, head end and distribution system, towers, house connections, structures, poles, wires, cable, coaxial cable, fiber optic cable, fixtures, and apparatuses shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices, performed by experienced and properly trained maintenance and construction personnel.
- 4.2.8. The Grantee shall maintain all wires, conduits, cables, and other real and personal property and facilities comprising Grantee's Cable System in good condition, order and repair. Consistent with subsection (1) above, all safety practices required by law shall be used during construction, maintenance, and repair of Grantee's Cable System. The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents.
- 4.3. Restoration of Public and Private Property.
- 4.3.1. Except in emergency situations, neither the Grantee nor any other Person acting as agent for Grantee shall open or otherwise disturb or damage any street, sidewalk, driveway, Public Rights-of-Way or public land, public property or private property for any purpose whatsoever without obtaining required authorization to do so, and shall, at its own cost and expense, restore, repair and replace any property disturbed, damaged or in any way injured by or on account of its activities substantially to its condition immediately prior to the disturbance, damage or injury (including appropriate landscape restoration). Grantee shall not be required to re-sod lawns

where reseeded would, within a reasonable period of time, restore the lawn substantially to its condition immediately prior to disturbance, Grantee shall not be required to repave all or a substantial portion of a driveway if patching would be consistent with normal road repair requirements.

4.3.2. Under Normal Operating Conditions, such repair or restoration shall be completed at the later of thirty (30) days from the date the damage is incurred or thirty (30) days from when the work causing such damage is completed. The Grantee shall guarantee such restoration for at least one year against defective materials and workmanship.

4.3.3. In the event of a failure by the Grantee to complete any work required for the protection or restoration of the Public Rights-of-Way, public land, or any other property as required by this subsection, within the time specified in this Franchise Agreement, the County, following adequate written notice and a reasonable opportunity to cure, may cause such work to be done, and the County shall submit an itemized list of such costs to Grantee as well as any materials reasonably requested by Grantee to verify such costs. Following the Grantee's receipt of such itemized list and supporting materials, the Grantee shall reimburse the County the cost thereof within thirty days, or the County may recover such costs directly from the Grantee, and call the Grantee's performance bond if payment is not made.

4.3.4. The Grantee shall cooperate with all gas, electric, telephone, water, sewer and other utilities in the placement of facilities, equipment, or fixtures, to minimize the costs and disruption caused by any construction activities. Nothing expressed herein is intended to give rise to any third party rights between the Grantee and any utility company.

4.3.5. The Grantee shall seek to shore up, sling, support, protect and make good, as directed, all water pipes, gas pipes, service pipes, sewers and sewer connections, conduits, ducts, manholes, drains, vaults, buildings, tracks or other structures, or sub-structures of public utility companies, and all service lines and structures, including sub-structures of private abutting owners, that are located within the lines of Grantee's Cable System construction that may be liable to disturbance or injury during the progress of the construction. All necessary supports and all labor and material necessary to reconnect and restore all such structures that become disturbed or damaged to substantially their original condition shall be provided by the Grantee at its own cost and expense.

#### 4.4. Removal and Relocation.

4.4.1. Upon fourteen (14) calendar days advance written notice of any relocation project(s) that may require the Grantee to protect, support, temporarily disconnect, relocate, or remove any of Grantee's property, then the County shall promptly notify the Grantee of the extent and likelihood of any such projects. Upon reasonable

notice in accordance with the preceding sentence (except in the case of emergency repairs), the Grantee shall, by a reasonable time specified by the County, protect, support, temporarily disconnect, relocate, or remove any of its property when reasonably required by the County by reason of traffic conditions; public safety; Public Rights-of-Way or public land construction; Public Rights-of-Way or public land maintenance or repair (including resurfacing or widening); change of Public Rights-of-Way or public land grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work or improvement or any government-owned utility. Grantee shall be entitled to reimbursement of its costs and expenses.

- 4.4.2. If the Grantee abandons any portion of Grantee's Cable System located in Public Rights-of-Way or on public land (i.e., permanently deactivates and leaves it in place), the County may require that such plant be removed at the Grantee's expense, at any time (i) if necessary, to make room for other facilities or (ii) if required by sound engineering practices, or (iii) to remove potential safety hazards. If Grantee requests to leave such an underground portion of Grantee's Cable System in place, the County shall grant such request upon a showing by the Grantee that its existing arrangements are safe and consistent with accepted underground utility practices as well as any other obligations it may have (such as pole attachment agreements).
- 4.4.3. If any Person that is authorized to place facilities in the Public Rights-of-Way or on public land requests the Grantee to remove, relocate, protect, support, or temporarily disconnect its facilities to accommodate the construction, operation or repair of the facilities of such other Person at any time during the term of the Agreement, then the Grantee shall, upon request and reasonable notice from such party and consistent with applicable law, remove, relocate, protect, or alter the Grantee's Cable System, or any part thereof, and such Person shall reimburse the Grantee for the Grantee's costs and expenses; provided, however, that Grantee may require such payment in advance.
- 4.4.4. In the event of an emergency, or where the Grantee's Cable System creates or is contributing to an imminent danger to health, safety, or property, or an unauthorized use of property, the Grantee shall remove or relocate any or all parts of Grantee's Cable System at the request of the County. If the Grantee fails to comply with the County's request, the County may remove or relocate any or all parts of the Grantee's Cable System upon reasonable notice to Grantee. If Grantee's compliance with the County's request pursuant to this subsection results in the breach of any of Grantee's obligations under this Agreement, and Grantee has so notified the County before complying with the County's request, Grantee shall not be liable for its failure to satisfy such obligations.
- 4.4.5. The Grantee shall, on the request of any Person holding a valid building moving permit issued by the County, or on request of the County, temporarily raise or lower

its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and the Grantee shall have the authority to require such payment in advance, except in the case where the requesting person is the County, in which case the Grantee will invoice the County, and the County will pay, following completion of work. The Grantee shall be given reasonable advance notice in writing to arrange for such temporary wire changes.

#### 4.5. Tree Trimming.

4.5.1. The Grantee shall have the authority to trim trees and shrubs located in the Rights of Ways, at its own expense, so as to prevent the branches of such trees or shrubs from coming in contact with the facilities, wires and cables of the Grantee.

#### 4.5.2. Permits and Obligations.

4.5.3. The Grantee shall use, with the owner's permission, existing poles, conduits and other facilities whenever feasible and consistent with the design of Grantee's Cable System. The Grantee may not erect or emplace poles, conduits, or other facilities in Public Rights-of-Way, on public land, or public easements without obtaining appropriate permits, where necessary. Any permits from the County shall not be unreasonably withheld.

4.5.4. No construction, upgrade, rebuild, reconstruction, or relocation of Grantee's Cable System, or any part thereof, within any Public Rights-of-Way, on public land, in a public easement shall be commenced unless permits have been obtained from proper officials, except that in case of emergency, the Grantee may carry out such work to the extent necessary pending the issuance of such permits, as long as the Grantee acts to secure such permits as soon as possible. The Grantee shall pay the County fees associated with such permits.

4.5.5. Prior to commencing any work on public property which is expected to last more than six (6) hours, the Grantee shall provide the County with twenty-four (24) hours prior notice of such work, when possible. If twenty-four (24) hours prior notice cannot be furnished, the Grantee shall provide the County with the maximum amount of notice feasible under the circumstances. If prior notice cannot be provided before commencing such work in the Public Rights-of-Way or other public property, the Grantee shall notify the County as soon as possible thereafter. For purposes of this provision, notice shall where appropriate include the tax map location of the work proposed or performed, and the date such work will begin.

#### 4.6. Aerial and Underground Construction.

4.6.1. Grantee's Cable System's cable and facilities may be constructed overhead where poles now exist and electric or telephone lines or both are now overhead, but where

no overhead poles exist all cables and facilities, excluding passive or active electronics of Grantee's Cable System that may be housed in low-profile, above-ground pedestals, shall be constructed underground. Whenever and wherever a property owner causes or requests electric lines and telephone lines to be moved from overhead to underground placement, all Grantee's Cable System cables shall likewise be moved underground and the cost of movement of its cable shall be paid for by the requesting party. Whenever and wherever the County causes or requests electric lines and telephone lines to be moved from overhead to underground placement, all Grantee's Cable System cables shall likewise be moved underground, and the County shall pay for the cost of movement of such cable. Except as federal law may otherwise require, in any area where the Grantee would be entitled to install a new drop above-ground, the Grantee shall provide a homeowner with reasonable notice of the option of having the drop installed underground, and may charge the homeowner the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.

4.6.2. The Grantee shall be a member of the regional notification center for subsurface installations, which shall field mark the locations of its underground facilities upon request.

4.6.3. Prior to erection or placement of any poles or conduits, the Grantee shall first submit to the County a description of Grantee's Cable System facilities proposed to be erected or installed indicating the proposed location of such facilities.

4.6.4. The County does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures.

#### 4.7. Contractors and Subcontractors.

4.7.1. Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of Grantee's Cable System equipment must be properly licensed under the laws of the Commonwealth of Virginia and all local ordinances, where applicable, and each contractor or subcontractor shall have the same obligations with respect to its work as the Grantee would have if the work were performed by the Grantee. The Grantee shall seek to employ contractors, subcontractors and employees to perform work for it who are trained and experienced. The Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable laws, regulations, policies and procedures.

#### 4.8. Notice.

4.8.1. Except for emergency maintenance or repairs, the Grantee shall provide reasonable notice to residents in any construction area prior to first entering onto their property to perform any work in conjunction with system construction or

rebuild, and shall provide reasonable notice to affected residents in advance of any work which will involve excavation, or replacement of poles. The Grantee shall provide affected residents with a name and phone number or a toll-free number they can call to discuss the Grantee's actions with a representative of the Grantee who is qualified to answer questions concerning proposed construction.

#### 4.9. System Tests and Inspections.

4.9.1. The Grantee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise, and the technical standard of the FCC set forth in Part 76, Subpart K (Technical Standards) of the FCC's rules 47 C.F.R. § 76.601 et seq., including without limitation performance tests, technical standards, signal leakage performance criteria and cable television system monitoring. All tests shall be conducted in accordance with federal rules. In the event that the FCC's technical performance standards are repealed or are no longer applicable to the Grantee's Cable System, such standards shall remain in force and effect until the County Administrator or his designee and the Grantee agree to new standards.

4.9.2. The Grantee shall conduct tests as follows:

4.9.2.1. Proof of performance tests to assure the adequate performance on each newly constructed or rebuilt segment prior to Subscriber connection or activation, but not later than ninety (90) days after any newly constructed or substantially rebuilt segment is made available for service to Subscribers;

4.9.2.2. Proof of performance tests on the Grantee's Cable System as required by FCC rules, except as federal law otherwise limits the Grantee's obligation; and

4.9.2.3. Special tests of Grantee's Cable System or a segment thereof when Subscriber or User complaints indicate tests are warranted, as requested by the County Administrator. If any such tests indicate that any part or component of Grantee's Cable System fails to meet applicable requirements, the Grantee, without requirement of additional notice or request from County, shall take corrective action, retest the locations, and record the action taken and results achieved in the logbook within fourteen (14) days.

4.9.3. The County may make independent performance tests of Grantee's Cable System, but shall not alter the operation of Grantee's Cable System without the Grantee's approval. The Grantee's personnel may only manipulate the plant, and the Grantee shall be allowed to review the written credentials of any expert retained by the Grantor. The Grantee shall cooperate with the County in conducting such tests. Such independent tests shall be at the County's expense.

4.9.4. The County may conduct inspections of construction areas including but not limited to inspections to assess compliance with the Grantee's construction and

requirements. The County shall notify the Grantee of any violations found during the course of inspections, identifying the locations with particularity and stating the specific nature of the violation. The Grantee must bring violations as specified in the notice that are within Grantee's control into compliance as follows: (i) safety violations must be made safe within forty-eight (48) hours of receiving notice of the violation; (ii) Virginia Department of Transportation violations must be brought into compliance as required by that agency; and all other violations must be brought into compliance within thirty (30) days of receiving notice of the violation or as otherwise provided by law. Upon the request of the County, the Grantee must submit a report to the County describing the steps it has taken to bring itself into compliance. Inspection does not relieve the Grantee of its obligation to build in compliance with all provisions of the Franchise. Upon request from the County, the Grantee shall make the results of POP tests available for up to three years from the date of the request.

#### 4.10. Publicizing Proposed Construction Work.

4.10.1. The Grantee shall notify the general public prior to commencing any proposed construction that will significantly disturb or disrupt public property or Public Rights-of-Way or public land or have the potential to present a danger or affect the safety of the public generally. Where practicable, the Grantee shall publicize proposed construction work at least one week prior to commencement of that work by notifying those residents and others in the immediate vicinity of where work is to be done and most likely to be affected by the work in at least one (1) of the following ways: by telephone, in person, by mail, by distribution of door hangers or flyers to residences, by publication in local newspapers, or in any other manner reasonably calculated to provide adequate notice. Notice to affected Persons must include the name and telephone number of a Grantee representative who is qualified to answer questions concerning proposed construction.

#### 4.11. System Maintenance.

4.11.1. The Grantee shall, when practicable, schedule and conduct maintenance on Grantee's Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of Grantee's Cable System. The Grantee shall provide reasonable prior notice to Subscribers and the County before interrupting service for planned maintenance or construction. Such notice shall be provided by methods reasonably calculated to give Subscribers actual notice of the planned interruption, and as provided by § A130-13(G), of the Cable Ordinance.

### 5. SYSTEM FACILITIES, EQUIPMENT AND SERVICES

#### 5.1. System Upgrade.



- 5.1.1. Within three (3) years from the effective date of this agreement, the Grantee shall complete a System Upgrade providing at least the following capabilities.
- 5.1.2. The System shall have a minimum design and operational capable bandwidth of at least 150 channels.
- 5.1.3. All active and passive electronics the Grantee installs will be rated for the industry standard bandwidth capabilities.
- 5.1.4. Grantee will provide at least 24 hours motorized generator backup power at the headend and optical transfer nodes. The Grantee must install equipment that will (A) cut in automatically on failure of commercial utility AC power, (B) revert automatically to AC power when such power is restored, and (C) prevent the standby power source from powering a "dead" utility line.
- 5.1.5. The Grantee shall activate two-way capability throughout the system. The Grantee shall activate all electronics for two-way operation, sweep and balance the reverse path of the system, and verify operation of the plant using procedures required by federal and state law.
- 5.1.6. As part of the System, the Grantee shall offer every Subscriber, at the same price for a given type of equipment and regardless of the level of service taken, the opportunity to lease equipment that utilize wireless remote controls, and that allow Subscribers to view a program on any one scrambled, unscrambled or digital channel.
- 5.1.7. The entire system shall be technically capable of transmitting NTSC analog (so long as that standard exists), compressed digital, and DTV and HDTV transmissions. The Franchise shall comply with all FCC regulations regarding carriage of DTV and HDTV.
- 5.1.8. The same programming shall be available throughout the Franchise Area upon completion of the System Upgrade.

## 5.2. System Upgrade Schedule.

- 5.2.1. The Grantee shall begin construction of the System Upgrade within twelve (12) months after the Effective Date. The System Upgrade shall be completed within three (3) years of the Effective Date. The Grantee's construction plan shall insure that the System Upgrade is extended to service areas without regard to income level or geographic location, providing that the density threshold is met.
- 5.2.2. Successful completion of the required performance tests for an upgraded portion of the System shall be required to constitute completion for such portion as part of the System Upgrade.

5.2.3. Delays in System Construction. The Grantee shall not be excused from the timely performance of its obligation to begin and complete any System construction within the times specified herein, except for any "force majeure" situation, as described in Section 13(f) herein, and provided necessary approval is obtained.

5.2.4. Consequences of Delays. Absent a showing of excusable delay pursuant to subsection (3) above, should the Grantee be unable to demonstrate the commencement or timely completion of the System by the times specified herein, or be unable to reasonably justify any delays, then the Grantee shall be in violation of a material provision of this Franchise Agreement and the County may, in its sole discretion, either grant the Grantee an extension of time to complete such construction or implement any enforcement measures specified in this Agreement or the Cable Ordinance, including but not limited to revocation of the Franchise.

### 5.3. Leased Access Channels.

5.3.1. The Grantee shall provide leased access channels as required by federal law.

### 5.4. Interconnection.

The Grantee shall design Grantee's Cable System so that it is capable of interconnecting with other cable systems or similar communications systems in the County at suitable locations as determined by the Grantee. Interconnection capabilities shall be provided for the exchange of all Access Channels designated and carried on the Cable System. Interconnection of systems may be made by direct cable connection, microwave link, satellite or other appropriate methods. Grantee shall not be required to build such interconnection if it is not economically feasible or be required to connect with an overbuilder. Grantee may charge connecting company in advance for any costs associated with the interconnection.

5.4.1. At the request of the Board, the Grantee shall, to the extent permitted by applicable law and its contractual obligations to third parties, use every reasonable effort to negotiate an interconnection agreement with any other franchised Cable System in the County for the Access Channels on the Cable System.

5.5. The Grantee shall notify the County prior to any interconnection of Grantee's Cable System with other networks and shall allow Grantee an opportunity to submit a bid for any work necessary to provide such connections.

5.6. The Grantee shall in good faith cooperate with the County in implementing interconnection of Access Channels with communications systems beyond the boundaries of the Grantee's service area in the County at the County's sole expense. The County shall notify the Grantee of plans to make connections to any other networks and

shall allow Grantee an opportunity to submit a bid for any work necessary to provide such connections.

#### 5.7. Emergency Alert System.

5.7.1. The Grantee shall install and thereafter maintain an Emergency Alert System ("EAS") in compliance with all state and federal requirements. Emergency messages broadcast through the EAS shall be carried on all cable channels the Grantee delivers.

#### 5.8. Uses of System.

5.8.1. Grantee will notify the County of all active uses of the Grantee's Cable System as promptly as possible after the institution of such uses.

#### 5.9. Home Wiring.

5.9.1. Grantee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Prior to a customer's termination of Cable Service, the Grantee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions are consistent with FCC standards. The Grantee may require a reasonable indemnity and release of liability in favor of the Grantee from a Subscriber for wiring that is installed by such Subscriber.

#### 5.10. Mid-term Technical Review

5.10.1. To the extent consistent with state and federal law, the County may conduct a Mid-Term Technical Review of the Grantee's Cable System once at any time, but not prior to the beginning of the fourth year of the Franchise. The Grantee shall fully cooperate and assist the County in conducting such review.

5.10.2. The Grantee and the County acknowledge that the technology of cable television systems is an evolving field. Therefore, in addition to the rights of the Grantee under Section 625 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sec. 545), the County may, within one hundred eighty (180) days from the commencement of the Mid-Term Technical Review, institute public proceedings upon not less than thirty (30) days written notice to the Grantee and the public, to review the state of technology in the cable television industry and the status of Grantee's cable system in particular.

5.10.3. To the extent that such proceedings disclose possible system improvements which appear to the County to be reasonable and appropriate for possible implementation, the Grantee shall, within ninety (90) days of a written request from the County to

consider such system improvements, provide to the County an analysis of the estimated costs and potential benefits from the provision of such system improvements. If the County and Grantee determine that such improvements are economically and technically feasible, the Grantee and the County agree to enter into good faith discussions to determine how such improvements will be implemented. The County hereby acknowledges that an extension of the franchise may be required as a condition to implementing any such improvements to the cable system in order to provide the Grantee with an ample opportunity to recoup its investment in such improvements.

5.11. Equipment Compatibility.

5.11.1. The Grantee shall comply with all FCC regulations regarding scrambling or other encryption of signals, Subscriber premises equipment, equipment compatibility, and facilities and equipment that permit Subscribers to fully utilize the capabilities of consumer electronic equipment while receiving cable service. FCC regulations governing compatibility with consumer electronics equipment, as they may be amended from time to time, including but not limited to 47 C.F.R §§ 76.629 and 76.630, are incorporated herein by reference. The County shall have authority, consistent with applicable law, to undertake enforcement measures to ensure that the Grantee complies with these FCC regulations.

5.11.2. Upon request by a Subscriber or the County, the Grantee will provide accurate information regarding equipment compatibility and the availability of universal remote controls and other compatible equipment.

5.11.3. As part of standard cable installation, without additional cost, the Grantee will install a new drop (or service line, running from the nearest existing distribution tap located in the right of way) of 150 feet or less either aerial or underground or activate the existing drop/service line to the house. Grantee also will activate or connect one existing outlet, or if no outlet exists, install one outlet to a television. If the subscriber subscribes to a digital transmitted service, the Grantee also will connect or set up the converter/digital box to the television, and give instruction on the operation of the converter or digital box.

5.12. Types of Service.

5.12.1. Any change in programs or services offered shall comply with all lawful conditions and procedures contained in this Agreement and in applicable law. The Grantee shall provide thirty (30) days advance written notice to Subscribers and the County of any change in channel assignment or in the video programming service provided over any channel, unless this requirement is waived by the County or by operation of federal or state law, or due to events beyond the reasonable control of the Grantee.

## 6. CHANNELS AND FACILITIES FOR EDUCATIONAL AND GOVERNMENTAL USE

### 6.1. Educational And Government (EG) Access Channels

- 6.1.1. Grantee shall initially make up to three (3) video Channels available exclusively for non-commercial EG access programming use ("EG Channels") consistent with Section 611 of the Cable Act (47 U.S.C. § 531). At the beginning of this franchise, the EG video Channels are Channels 47 and 48. The EG Channels shall be dedicated for EG use, subject to the provisions of paragraph 4 of this section, for the term of the Franchise, provided that Grantee may upon written request to County, utilize, with County's permission any EG Channels for programming when they are not scheduled for EG use. County and Grantee shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).
  - 6.1.2. County may not request additional Channel capacity beyond the initial three (3) Channels for EG use except in accordance with Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2(Licensing and Regulation of Cable Television Systems), Section 15.2-2108.22(1) . County shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair.
  - 6.1.3. The EG Channels shall be carried on the Cable System in either an analog format (6 MHz NTSC) or a digital format capable of carrying the same information as a 6 MHz NTSC analog signal. At all times the EG Channels shall be capable of carrying secondary audio, subcarrier text and interactive television enhancements. 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.
- 6.2. 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 acknowledgements for persons that sponsor or underwrite access programming in a manner substantially similar to the sponsorship information provided on the Public Broadcasting System (PBS). The County shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Grantee to transmit programming consistent with this Agreement and to defend and hold harmless Grantee and the County from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility

or Channel. County may establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

### 6.3. EG Operations

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

### 6.4. Title To EG Equipment

6.4.1. County shall retain title to all EG equipment currently in use for EG purposes which was purchased by Grantee during the preceding Franchise term. Such equipment shall include the equipment listed on Exhibit A.

### 6.5. Relocation Of EG Channels

6.5.1. Grantee shall not relocate any EG access Channel to a different Channel number without providing the county with at a minimum sixty (60) days advance written notice. Grantee shall provide subscribers notice on any EG access channel relocation as required by law. In the event any EG access Channel(s) is relocated, Grantee shall reimburse County up to One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for all costs associated with such move including change of letterhead, promotion of new Channel location and promotional spots for the new location, and informing Subscribers of the new Channel location through bill inserts and newspaper advertisements.

### 6.6. PEG Capital Fee

6.6.1. Grantee shall provide an initial PEG Capital Fee to the County. The PEG Capital Fee shall be used by the County to support the capital costs of PEG Channel facilities and equipment.

6.6.1.1. The PEG Capital Fee shall be the sum of \$.20, per month, per Subscriber in the Service Area to Grantee's Basic Service Tier. Grantee agrees to pay an advanced portion of the total PEG Capital Fee due under the initial term of this Agreement in the amount of \$20,000 to the County. The advanced PEG Capital Fee shall be delivered to the County within thirty (30) days of the effective date of this Agreement. Upon collecting the advanced PEG Capital Fee, Grantee pursuant to the terms in this section shall pay to the County an annual PEG Capital Grant no later than sixty (60) day following the beginning of each calendar year during the remainder of the initial Franchise Term. Calculation of the PEG Capital Fee will commence upon the effective date of this Agreement. Also, within thirty (30) days of the commencement of the initial term of this Agreement, Grantee shall also pay an additional one time

PEG Capital Grant in the amount \$5000 to the County, which shall not be passed through to subscribers under the terms of this Agreement.

6.7. To the extent permitted by federal law, the Grantee shall be allowed to recover the costs of the PEG Capital Fee and any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Grantee may externalize, line-item, or otherwise pass-through any applicable interconnection costs to Subscribers.

In the event the Grantee exercises its option for Additional Terms, Grantee shall pay the County a PEG Capital Fee on an annual basis of \$.20 per subscriber per month for the duration of the additional term(s). This payment shall be made to the County no later than sixty (60) days following the beginning of each calendar year during each Additional Term.

#### 6.8. Service To Public Buildings

6.8.1. Grantee shall continue to provide a dedicated connection to its headend from New Kent High School, and the New Kent County Administration Building. 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.

6.8.2. 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, labor, design and materials with a reasonable allocation for administrative costs) for the three (3) additional dedicated connections. Grantee shall provide, at no cost to County, the necessary equipment (modulators/demodulators) to provide the functionality described herein.

#### 6.9. Drops To Designated Buildings

6.9.1. Grantee shall provide free of charge throughout the term of this Franchise, Installation of one (1) standard 200-foot Drop, one (1) cable outlet, and one (1) Converter, if necessary, and the highest level of Cable Service offered by Grantee, excluding pay-per-view, pay-per-channel (premium) programming without charge to the institutions, including those constructed during the term of this Franchise, identified on Exhibit B attached hereto and made a part hereof. This requirement shall not include any digital tier of Services Grantee may offer unless and until such time as Grantee's digital programming reduces the amount of spectrum available for analog programming to less than approximately sixty (60) Channels of analog programming. The institution shall pay all costs associated with an additional Drop or extension costs of Grantee beyond the two hundred (200) feet. Grantee's costs shall consist of time and materials, with a reasonable allocation for administrative

costs. To the extent provided by federal or state law, Grantee in its sole discretion may deduct the actual costs of the services described in this Section from the applicable franchise fee described in Section 7 herein, upon providing the County no less than thirty (30) days advanced written notice.

6.9.2. 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 Grantee's standards and approval which shall not be unreasonably withheld. Grantee shall have three (3) months from the date of County notice of additional locations where drops are required.

## 7. FRANCHISE FEE.

### 7.1. Payment to County.

7.1.1. Grantee shall collect and timely remit to the Virginia Department of Revenue any lawfully levied communications services tax as provided for in Title 15.2 of the Code of Virginia, Chapter 21, Article 1, Section 15.2-2108.1:1 (the "Virginia Communications Sales and Use Tax"), and agree to comply with all applicable requirements set forth in Section 15.2-2108.1:1., Virginia Statutes. In the event that this communications services tax is repealed, franchise fees shall be assessed to Grantee as described in this section.

7.1.2. Each year during the Franchise term, as compensation for use and occupation of the Public Rights-of-Way and public land, the Grantee shall pay to the County, on a quarterly basis, a Franchise Fee of five percent (5%) of Gross Revenues. Such payments shall be made no later than forth five (45) days following the end of each quarter. In no event shall Grantee pay a Franchise Fee greater than the maximum permitted by law. Any increased fee shall take effect on the next billing cycle in which the higher fee may be placed on subscriber's bills.

### 7.2. Supporting Information.

7.2.1. Each Franchise Fee payment shall be submitted with supporting detail and a statement certified by the Grantee reflecting the total amount of monthly Gross Revenues for the payment period. The County shall have the right to reasonably require further supporting information.

### 7.3. Late Payments.

7.3.1. In the event any Franchise Fee payment due and owing is not made on or before the required date, or is an under payment, Grantee shall put in addition to the payment, or sum due, interest from the due date at an annual rate equal to the



maximum permitted under Virginia law, or ten percent (10%) if no such rate is legally specified, compounded daily.

#### 7.4. Audit.

7.4.1. The County shall have the right to inspect and/or audit books and records and recompute any amounts determined to be payable under this Agreement, whether the records are held by the Grantee.

7.4.2. The Grantee shall be responsible for making available to the County all records necessary to confirm the accurate payment of Franchise fees. Such records shall be made available pursuant to the requirements of Section 8. The Grantee shall maintain such records in accordance with its normal record retention policy, for no longer than a minimum period of three (3) years.

7.4.3. The County's audit expenses shall be borne by the County unless the audit discloses an underpayment of more than ten percent (10%) of any quarterly payment, in which case the County's out-of-pocket costs of the audit shall be borne by the Grantee as a cost incidental to the enforcement of the Franchise. Any additional undisputed amounts due to the County as a result of the audit shall be paid within thirty days following written notice to the Grantee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the County, interest will be due pursuant to Section 7(c).

7.4.4. Such audit shall be conducted by an independent Certified Public Accountant of mutually agreed upon by the parties hereto. Access during such audit shall be limited to Grantee's books and records reasonably relevant to the verification of Gross Revenues and computation of the Franchise Fee. Any additional amount due the County as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the County and confirmation of receipt by the Grantee, which notice shall include a copy of the audit report. If the results of such an audit have become final under the provisions of this Franchise, there shall be an accord and satisfaction with respect to any sums paid by Grantee arising with respect to the period subject to audit. Moreover, there shall be an accord and satisfaction with respect to any payment not subject to audit within thirty-six (36) months following the close of the fiscal year to which such payment relates, unless there is subsequent evidence that the Grantee had engaged in fraud or has improperly withheld relevant records which relate to such payments. The cost of such audit shall be borne by the Grantee, if it is properly determined that the Grantee's annual payment to the County for the preceding year is increased thereby by more than ten (10) percent.

7.4.5. The County shall have three years from the time the Grantee delivers a Franchise Fee payment to question that payment, and if the County fails to question the

payment within that time period, the County shall be barred from questioning it after that time period.. In the case of a revocation or non-renewal, based on the alleged underpayment of franchise fees under the first terms of this franchise, the Grantor shall request an audit within sixty (60) days of receipt of official notice of revocation or non-renewal.

#### 7.5. No Limitation on Taxing Authority.

7.5.1. Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability.

7.6. The Franchise Fee payments required by this section shall be in addition to any and all taxes of a general nature or other fees or charges which the Grantee shall be required to pay to the County or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Grantee. The Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said Franchise Fee payments from or against any of said County taxes or other fees or charges which the Grantee is required to pay to the County, except as required by law or provided for in this Franchise Agreement. The Grantee shall not apply nor seek to apply all or any part of the amount of said Franchise Fee payments as a deduction or other credit from or against any of said County taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of Grantee. Nor shall the Grantee apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its Franchise obligations, each of which shall be deemed to be separate and distinct obligations of the Grantee. Notwithstanding the above provisions of this paragraph, however, the Grantee shall have the right to a credit, in the amount of its Franchise Fee and Access Grants payments under this Agreement, against any general utility tax on Cable Services that may be imposed by the County, to the extent such a tax is applicable to the Grantee or its subscribers. The Grantee may designate Franchise Fee(s) as a separate item in any bill to a Subscriber of the Grantee's Cable System, but shall not designate or characterize it as a tax.

#### 7.7. No Accord and Satisfaction.

7.7.1. The acceptance of any payment required hereunder by the County shall not be construed as an acknowledgment or an accord and satisfaction that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release or waiver of any claim which the County may have for additional sums due and payable. However, the County's acceptance of full payment of the amount determined to be due by the County through an audit shall be construed as an accord and satisfaction.

7.7.2. If there is a dispute as to whether particular item of revenue is within the scope of the term "Gross Revenue" and Grantee withholds revenue records on the ground that revenues are not subject to the franchise fee, Grantee shall provide a certificate

statement describing the nature of the revenues contained in the records withheld. Disputes shall be resolved in accord with the procedures specified in Section 16 hereto.

## 8. REPORTS AND RECORDS.

### 8.1. Books and Records.

- 8.1.1. Subject to applicable law and upon reasonable notice, the County shall have the right to inspect and copy at any time during normal business hours at the Grantee's office, or at another mutually agreed location, all books and records, including all documents in whatever form maintained, including electronic media ("books and records") to the extent that such books and records directly relate to Grantee's Cable System or to Grantee's provision of Cable Service and are reasonably necessary to verify Grantee's compliance with the provisions of this Franchise Agreement. The County shall protect the proprietary and confidential nature of any such documents to the extent they are designated as such by Grantee. The County shall have the right to copy any such books and records, except to the extent that such books and records are proprietary and/or confidential.
- 8.1.2. Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Grantee Agreement. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC.
- 8.1.3. The Grantee shall have the capability to provide financial information specific to the County to the extent such information may be reasonably necessary to the performance of any of the County's responsibilities under this Franchise Agreement. All such documents pertaining to financial matters that may be the subject of an inspection by the County shall be retained by the Grantee for a minimum period of three (3) years.

### 8.2. Annual Report.

- 8.2.1. Upon request by the County, no later than April 30th of each year during the term of this Agreement, Grantee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:
- 8.2.2. A summary of complaints, identifying both the number and nature of the complaints received and an explanation of their dispositions, as such records are kept by Grantee. Where Grantee has identified recurrent Cable System problems, the nature of any such problems and the corrective measures taken or to be taken shall be identified;

8.2.3. A copy of Grantee's rules, regulations and policies available to Subscribers of Grantee's Cable System, including but not limited to (A) all Subscriber rates, fees and charges; (B) copies of Grantee's form contract or form application for Cable Services; and (C) a detailed summary of Grantee's policies concerning (i) the processing of Subscriber complaints; (ii) delinquent Subscriber disconnect and reconnect procedures; and (iii) Subscriber privacy;

8.2.4. An annual financial report for the previous calendar year, certified by an officer or designee of the Grantee, including a statement showing Subscriber revenue by major revenue category and every material category of non-Subscriber revenue, taxes paid to the County, and its 10-K report (if applicable);

### 8.3. Quarterly Report.

8.3.1. Upon request by the County, no later than thirty (30) days after the end of each calendar quarter during the term of this Agreement, Grantee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

8.3.2. A report showing the number of service calls received by type during that quarter, including any line extension requests received during that quarter, as such records are kept by Grantee;

8.3.3. A report showing the number of outages for that quarter, and identifying separately each planned outage of one or more nodes for more than one hour at a time, the time it occurred, its duration, and the map area and, when available to Grantee, number of homes affected;

8.3.4. A report showing Grantee's performance with respect to all applicable customer service standards in a format approved by the County. Grantee shall keep such records as are reasonably required to enable the County to determine whether Grantee is substantially complying with all such customer service standards, and shall maintain adequate procedures to demonstrate such substantial compliance; and

8.3.5. A report showing the number of service extension requests made and those actually performed.

### 8.4. Contact Information.

8.4.1. The Grantee shall provide the County Administrator with the name and phone number of those individuals whom the County Administrator may call to report problems with the Cable System.

### 8.5. Additional Information.

8.5.1. The County may, upon reasonable written notice, require such additional information with respect to the reports to be submitted pursuant to this Section as may be reasonably necessary to determine Grantee's compliance with the terms of this Franchise.

8.6. Records Required.

8.6.1. Grantee shall maintain, in accordance with its normal record retention policies, those records required to support the reports required by this Section, including but not limited to:

9. RECORDS OF ALL COMPLAINTS.

9.1. The term "complaints" as used herein and throughout this Agreement refers to complaints recorded through Grantee's normal procedures about any aspect of Grantee's Cable System or the Grantee's cable services operations, including, without limitation, complaints about employee courtesy. Complaints recorded may not be limited to complaints requiring an employee service call.

9.2. A full and complete set of plans, records, and route maps showing the location of all lines. For competitive purposes such route maps shall not be provided to the County.

9.3. Records of outages, indicating date, duration, node, and the estimated number of homes affected, type of outage, and cause.

9.4. Records of service calls for repair and maintenance indicating the date and time service was requested, the date and time service was scheduled (if it was scheduled), and the date and time service was provided.

9.5. Records of installation and requests for service extension, indicating date of request, and the date and time service was extended.

9.6. All information, books and records that must be compiled, produced and/or maintained under this Agreement in order to determine Grantee's compliance with the terms herein, shall be retained, in any reasonable form, in accordance with Grantee's normal record retention policies or as otherwise required by applicable law.

10. WAIVER OF REPORTING REQUIREMENTS.

10.1. The Board or its designee may, at the sole discretion of the Board or the Board's designee, waive in writing the requirement of any particular report specified in this section.

## 11. INSURANCE, SURETY, AND INDEMNIFICATION.

### 11.1. Insurance Required.

11.1.1. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance covering claims by any person on account of injury or death of a person or persons caused by the operation of Grantee's cable system under the franchise herein granted, with a minimum liability of \$2,000,000 combined single limit for bodily injury or property damage in any one (1) occurrence. Grantee shall additionally maintain Automotive Liability Insurance in the amount of \$1,000,000.

11.1.2. Said insurance shall list the County as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the County. Grantee shall provide a current Certificate of Insurance to the County verifying coverage, listing the County as an additional insured and requiring thirty (30) days notice to the County of cancellation.

11.1.3. Such insurance must include coverage for all of the following: comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, and personal injury.

11.1.4. The Grantee shall be solely responsible for the payment of premiums due for each policy of insurance required pursuant to this Agreement and the Cable Ordinance.

### 11.2. Endorsements.

11.2.1. All insurance policies and certificates maintained pursuant to this Agreement shall contain the following endorsement: it is hereby understood and agreed that this insurance coverage may not be canceled by the insurance company nor the intention not to renew be stated by the insurance company until at least thirty (30) days after receipt by the County Administrator, by registered mail, of a written notice of such intention to cancel or not to renew.

### 11.3. Qualifications of Insurers.

11.3.1. All insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an "A-1" or better rating of insurance by Best's Key Rating Guide, Property/Casualty Edition.

### 11.4. Certificates of Insurers.

11.4.1. Grantee shall submit to the County certificates of insurance for each policy required herein.

11.5. Additional Insureds; Prior Notice of Policy Modification.

11.5.1. All commercial general liability insurance policies shall name the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees as additional insureds, for claims arising out of Grantee's operations under this Agreement.

11.6. Indemnification.

11.6.1. The Grantee shall indemnify, save and hold harmless, and defend the County, its officers, boards, agents, representatives, and employees, from and against any liability for damages and for any liability, demands, actions, suits, causes of action, proceedings, losses, expenses, judgments, executions, or claims which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorney's fees and costs. The County shall have the right to approve of counsel retained by the Grantee for the County's defense. The County shall give Grantee written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section within ten (10) days of the County's receipt of such notice. In the event that timely notice is not provided to Grantee, County waives its right to indemnification regarding the specific claim, action, suit or other proceeding covered herein. Notwithstanding the foregoing, in the event any such claim, action, suit or other proceeding arises, the County shall have the right to employ counsel of its choosing to represent and defend it and the cost thereof shall be paid by the County. Grantee will not be required to indemnify the County for the willful misconduct or negligent acts of the County or its officials, agents or employees. Further, to the extent allowed by applicable law and without waiver of any applicable rights or defenses including but not limited to the defense of sovereign immunity, the County will be solely responsible for any acts by the County, including actions involving County's use of the access channels or the emergency alert system.

11.6.2. Specifically, the Grantee shall fully indemnify, defend, and hold harmless the County, and in its capacity as such, the elected and appointed officials, officers, agents, commissions, commissioners, boards and employees thereof, from and against any and all claims, suits, actions, liability, and judgments, whether for damages or otherwise, subject to 47 U.S.C. § 558, arising out of or alleged to arise out of the installation, construction, operation, or maintenance of Grantee's Cable System, including but not limited to any claim against the Grantee for invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other right of any Person, firm, or corporation. This indemnity does not apply to programming carried on any Channel set aside for EG use, or Channels leased

pursuant to 47 U.S.C. § 532, or to operations of the EG Channels to the extent such operations are carried out by a person other than the Grantee or its agents.

11.6.3. In the event that Grantee fails, after notice, to undertake the County's defense of any claims brought pursuant to subsections (1) and (2) above, Grantee's indemnification shall include, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such action, claim, suit, or proceeding, any interest charges arising from any action, claim, suit or proceeding arising under this Agreement or the Cable Ordinance, the County's out-of-pocket expenses, and the reasonable value of any services rendered by the County Attorney, or County staff or employees.

11.7. No Limit of Liability.

11.7.1. Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of the Grantee or its subcontractors for damages under the Franchise Agreement or the Cable Ordinance or to excuse the faithful performance of obligations required by this Franchise Agreement, except to the extent that any monetary damages suffered by the County have been satisfied by a financial recovery under this section or other provisions of this Franchise Agreement or the Cable Ordinance.

11.8. County to Assume No Liability.

11.8.1. The County shall at no time be liable for any injury or damage occurring to any person or property from any acts or omissions of Grantee in the construction, maintenance, use, operation or condition of Grantee's Cable System, to the extent that Grantee has responsibilities for such maintenance, use, operation or condition pursuant to this Agreement or applicable law. It is a condition of this Agreement that the County shall not and does not by reason of this Agreement assume any liability whatsoever of the Grantee for injury to persons or damage to property, except for willful misconduct and gross negligence committed by the County or its employees to the extent permitted by law.

12. PERFORMANCE GUARANTEES AND REMEDIES.

12.1. Performance Bond.

12.1.1. Within sixty (60) days of the effective date of this Franchise, the Grantee will furnish a payment and performance bond ("the Bond") in an amount no less than \$100,000. The Bond shall be issued by a surety licensed to do business in the Commonwealth of Virginia with an "A" "A-1", or better rating of insurance in Best's Key Rating Guide. The Bond shall provide that there shall be recoverable by the County from the principal and surety, any and all fines and penalties due to the



County and any and all damages, losses, costs, and expenses suffered or incurred by the County resulting from the failure of Grantee to faithfully comply with the material terms and condition of its Franchise, the Franchise Agreement, this ordinance and other applicable laws, to comply with all lawful orders, permits and directives of any County agency or body having jurisdiction over a Grantee's acts or defaults and to pay fees due to the County, or to pay any claims, taxes or liens due to the County. Such losses, costs and expenses shall include, but not be limited to, reasonable attorneys' fees and other associated expenses.

12.1.2. The County shall have the right, at any time that it reasonably deems itself insecure, to require that any bond be replaced by such other bond in the amount indicated in Section 12.1.1. as the County may reasonably require, notwithstanding the fact that the County may have indicated its acceptance or approval of any bond(s) submitted with this Agreement.

12.2. Rights Cumulative.

12.2.1. The rights reserved to the County in this Section are in addition to all other rights of the County, whether reserved herein or authorized by applicable law, and no action, proceeding or exercise of a right with respect to a performance bond shall affect any other right the County may have.

13. REMEDIES.

13.1. In addition to any other remedies available at law or equity, the County may apply any one or a combination of the following remedies in the event the Grantee violates this Franchise Agreement, or applicable state or federal law:

13.1.1. Apply any remedy provided for in this Agreement.

13.1.2. Revoke the Franchise pursuant to the procedures specified in this Agreement.

13.1.3. Impose penalties available under applicable state and local laws of general applicability.

13.1.4. Seek legal or equitable relief from the New Kent County Circuit Court.

14. REMOVAL AND ABANDONMENT.

14.1. If the County revokes the Franchise, or if for any other reason the Grantee abandons, terminates, or fails to operate or maintain service to its Subscribers, in addition to the rights set forth in Section 4(c)(7), the following procedures and rights are effective:

14.2. The County may require the Grantee to remove its facilities and equipment at the Grantee's expense and restore affected sites, or permit the Grantee to abandon such facilities in place. If the Grantee fails to do so within a reasonable period of time after the County orders it to do so, and such removal is necessary to make room for other facilities or to remove potential safety hazards as required by sound engineering practices, then the County may have the removal done at the Grantee's expense.

14.3. The County may require the former Grantee to continue operating the Cable System as specified in the Cable Ordinance.

14.4. In the event of revocation, the County, by resolution, may acquire ownership of the Cable System at its then-fair market value. For purposes of such acquisition, "fair market value" shall be the price that a willing buyer would pay to a willing seller.

## 15. CUSTOMER SERVICE STANDARDS.

15.1. Grantee must satisfy those customer service practices set forth in the Cable Ordinance. Grantee shall satisfy any additional or more restrictive requirements established by, or permitted and implemented locally in accordance with, FCC regulations. Grantee shall maintain such equipment and keep such written records and documents as necessary to enable the County to determine whether the Grantee is in compliance with all standards required by these regulations.

15.2. Upon receiving notice from a subscriber of a missed appointment, the Grantee shall offer, provide and fully describe to Subscribers who have experienced a missed appointment, where such missed appointment was not due to the fault of Subscriber, that the Subscriber may choose from the following options:

## 16. NOTICE, DUE PROCESS, AND ENFORCEMENT

16.1. Notice of Violation.

16.1.1. If the County believes that the Grantee has not complied with the material terms of the Franchise, the County shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the County shall notify the Grantee, in writing, of the nature of the alleged noncompliance.

16.2. Grantee's Right to Cure and Public Hearing.

16.2.1. The Grantee shall have thirty (30) days from receipt of the written notice described in subsection 14(a) to cure, commence to cure the alleged violation under a plan reasonably acceptable to the County or, in a written response to the County,

either present facts and arguments in refutation or excuse of such alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. The County shall determine (i) whether a failure to comply with a material provision of the franchise has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been or will be cured by the Grantee.

If the County determines that a failure to comply with a provision of the franchise has occurred and that such failure is not excusable and has not been or will be cured by the Grantee in accordance with a reasonable schedule satisfactory to the County, the County shall hold a public hearing to determine whether the penalties specified in this Section shall be imposed on Grantee. The County shall provide thirty (30) days written notice of the public hearing to the Grantee. During the public hearing, licensee shall have the right to call and to cross-examine witnesses and to present evidence. If the County determines that such alleged failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a reasonable schedule satisfactory to the County or that the failure is excusable, such determination shall conclude the investigation.

#### 16.2.2. Board's Right to Impose Penalties.

16.2.2.1. Following the public hearing and a majority vote by the County Board of Supervisors finding that a failure to comply with a material term of the franchise has occurred and that such failure is not excusable and has not been or will not be cured by Grantee in accordance with a reasonable schedule satisfactory to the County, the County may issue a written decision ordering penalties in accordance with this Section. Such decision shall be served on Grantee and shall be subject to judicial review as provided by law.

16.2.3. This franchise may not be revoked for any act or omission beyond the Grantee's control or Section 18.10.1 herein; provided that an act or omission shall not be deemed or construed to be beyond the Grantee's control because of financial difficulties of any sort.

16.2.4. The County may revoke this Franchise if the Grantee fails to cure or commence curing alleged violations of the Agreement after being given notice as required in subsections (a) through (c) of this section, and as provided in Section A130-24 (A) of the Ordinance.

16.2.5. The County retains the right to seek specific performance or commence an action at law for monetary damages or other equitable relief if it determines, after a public hearing, that the Grantee is in default of any provision of this Franchise.

## 17. CONDEMNATION.

17.1. This Franchise Agreement shall not limit any authority of the County in accordance with state law to condemn, in whole or in part, the Franchise and/or any other property of the Grantee, provided that the Grantee shall receive whatever condemnation award the Grantee would normally be entitled to recover as a matter of state law. Partial condemnation of the Grantee's Franchise or property shall not terminate this Agreement except in accordance with the terms of this Agreement.

## 18. MISCELLANEOUS PROVISIONS.

### 18.1. Binding Acceptance.

18.1.1. This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

### 18.2. Rights of Third Parties.

18.2.1. 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, except as to parties otherwise enumerated herein.

### 18.3. Preemption.

18.3.1. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event that any provision of this Agreement is preempted or enforcement limited by any such provision of federal or state law, then the parties shall negotiate in good faith to reconstitute this Agreement in a form that, to the maximum extent possible, is consistent with the original intent of the Grantee and the County and preserves the benefits bargained for by each party. Finally, in the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County. In entering into this agreement, the Grantee does not waive, and hereby expressly reserves, any and all rights that it has under applicable federal and state law.

### 18.4. Equal Treatment.

18.4.1. The County shall comply with all state and federal laws regarding equal treatment of the Grantee and other entities.

18.5. Compliance With Applicable Laws.

18.5.1. The Grantee shall, at all times during the term of this Franchise Agreement, including any extensions thereof, substantially comply with all applicable and material federal, state, and local laws and regulations.

18.6. Governing Law, Forum.

18.6.1. This Franchise Agreement shall be governed in all respects by the law of the Commonwealth of Virginia. Any law suit taken to enforce this agreement or declare the rights of the Parties shall be heard by the Circuit Court for New Kent County.

18.7. Notices.

18.7.1. Any notices required shall be given in writing, and shall be deemed received five (5) days after mailing of the same in the U.S. mail with postage prepaid at the addresses set forth below or, if delivered by hand or overnight courier, upon receipt.

If to The Cable Operator, notice to:

Cox Communications Hampton Roads, LLC  
1341 Crossways Boulevard  
Chesapeake, Virginia 23320  
Attention: Gary T. McCollum, VP & Region Manager

With copies to :

Cox Communications, Inc.  
1400 Lake Hearn Drive  
Atlanta, Georgia 30319  
Attention: Legal Department

and if to the County, to:

County Administrator  
New Kent County  
P. O. Box 50  
12007 Courthouse Circle  
New Kent, VA 23124-0050

with copies to:

County Attorney  
P. O. Box 50

12007 Courthouse Circle  
New Kent, VA 23124-0050

or to such other addresses as may be requested by the parties in writing at least one (1) week prior to the date of such notice.

18.8. Time of Essence.

18.8.1. In determining whether a party has substantially complied with this Franchise Agreement, the parties agree that time is of the essence.

18.9. Captions and Headings.

18.9.1. The captions and headings of sections set forth herein are intended solely to facilitate reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

18.10. Force Majeure.

18.10.1. Notwithstanding any other provision of this Agreement, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due, directly or indirectly, to severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood or other act of God, sabotage or other events to the extent that such causes or other events are beyond the reasonable control of the Grantee. In the event that any such delay in performance or failure to perform affects only part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible.

18.11. Rights and Remedies.

18.11.1. The rights and remedies reserved to both parties herein are cumulative and shall be in addition to all other rights and remedies which either party may have with respect to the subject matter of this Agreement, whether reserved herein or authorized by applicable law.

18.12. Obligations To Continue Throughout Term.

- 18.12.1. Unless specifically designated otherwise, all of the Grantee's obligations under this Agreement and the Franchise shall continue throughout the entire term of this Agreement or any extension hereof.
- 18.13. Cooperation In Obtaining And Implementing Grants.
- 18.13.1. The Grantee and the County agree to cooperate fully with each other in applying for or implementing any federal or state grants or other funds to be applied to the Grantee's Cable System.
- 18.14. Prohibition Against Discrimination.
- 18.14.1. The Grantee shall adhere to the Equal Employment Opportunity regulations of the FCC and to all federal, state and local laws, and executive orders pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Grantee.
- 18.15. Grantee Bears Its Own Costs.
- 18.15.1. Unless otherwise expressly provided in this Agreement, all acts that the Grantee is required to perform must be performed at the Grantee's own expense.
- 18.16. County Bears Its Own Costs.
- 18.16.1. Unless otherwise expressly provided in this Agreement, all acts that the County is required to perform must be performed at the County's own expense.
- 18.17. Entire Agreement, No Oral Modifications.
- 18.17.1. This Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the County and the Grantee with respect to the subject matter hereof, including, without limitation, any and all written or oral statement or representations by any official, employee, agent, attorney, consultant, or independent contractor of the County or the Grantee. This Franchise Agreement shall not be changed, modified or amended, in whole or in part, unless an appropriate written instrument is executed by the County and the Grantee.
- 18.18. Severability.
- 18.18.1. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

WITNESS the Grantor has caused this agreement to be executed on its behalf pursuant to its corporate authority and corporate resolution that has not been rescinded or modified.

The Board authorized its Clerk to act on its behalf by a resolution duly adopted by the Board at its meeting held on December 10, 2007, which approval and acceptance is evidenced by the execution of this conveyance by said Clerk.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

THE BOARD OF SUPERVISORS OF THE COUNTY, VIRGINIA

By: James H. Bunnell  
Chairman, Board of Supervisors

By: [Signature]  
County Administrator

Reviewed as to Form:

Jeffrey M. Summers  
County Attorney

COX COMMUNICATIONS HAMPTON ROADS, L.L.C.

By: [Signature]  
GARY T. McCOLLUM

Title: VICE PRESIDENT & REGION MANAGER



Exhibit A

JVC Super VHS ET Professional

Videonics Video Title Maker 3000

Lite-Ning Dual Network Controller

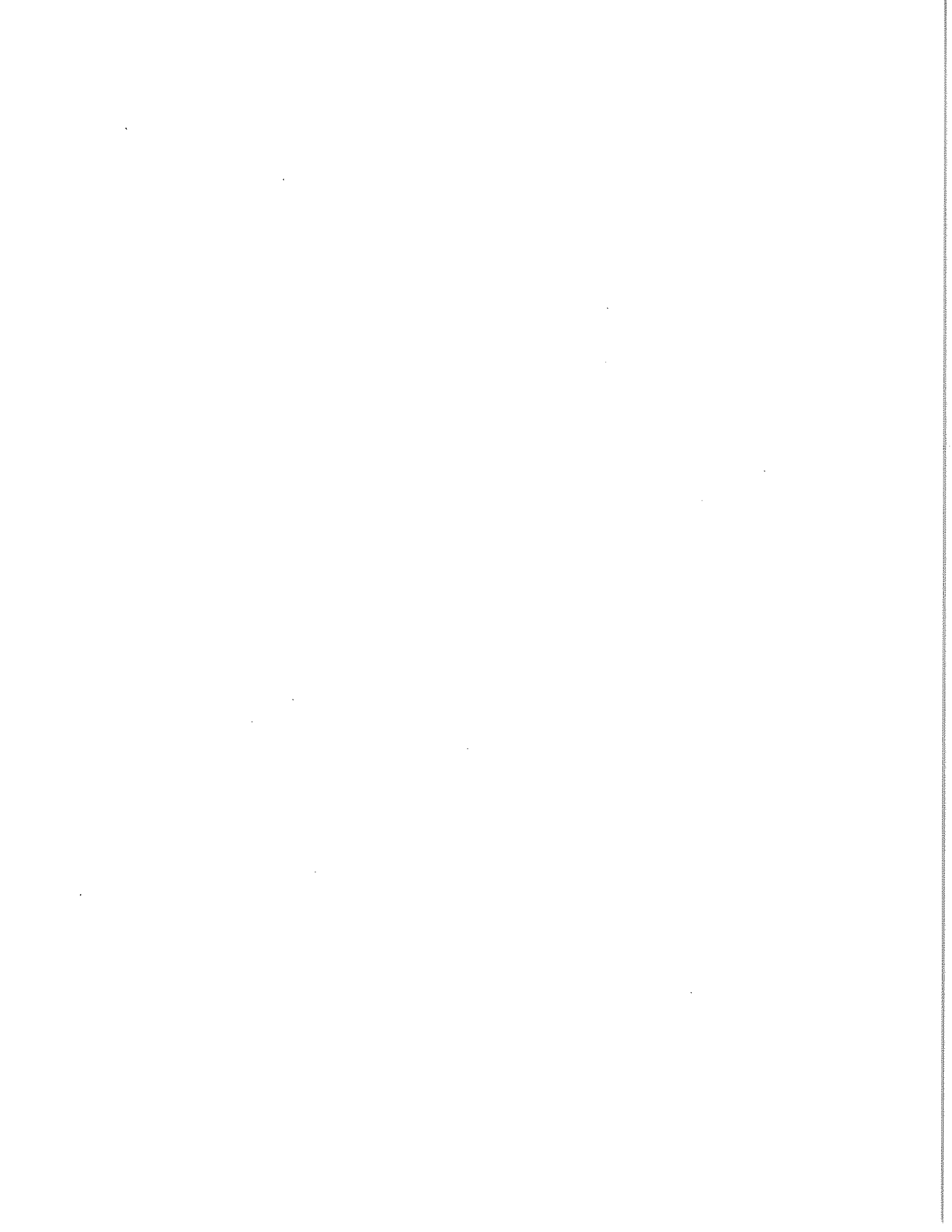
Panasonic Television

Stand to house equipment

## Exhibit B

Administration Building (12007 Courthouse Circle; New Kent, VA 23124)  
Courthouse (12001 Courthouse Circle; New Kent, VA 23124)  
Sheriff's Annex (11995 Courthouse Circle; New Kent, VA 23124)  
Fire Company 1 (4315 N. Courthouse Road; Providence Forge, VA 23140)  
Fire Company 2 (5251 New Kent Highway; Quinton, VA 23141)  
Fire Company 3 (16440 Eltham Road; Barhamsville, VA 23011)  
George Watkins Elementary School (6501 New Kent Highway; Quinton, VA 23141)  
New Kent Elementary School (11705 New Kent Highway; New Kent, VA 23124)  
New Kent Middle School (11825 New Kent Highway; New Kent, VA 23124)  
New Kent High School (existing) (7501 Egypt Road; New Kent, VA 23124)  
New Kent High School (new) (7365 Egypt Road; New Kent, VA 23124 – temp. address)  
Human Services Building (12025 Courthouse Circle; New Kent, VA 23124)  
Visitors Center (7324 Vineyards Parkway; New Kent, VA 23124)  
Airport (6901 Terminal Road; Quinton, VA 23141)  
Social Services (3610 N. Courthouse Road; Providence Forge, VA 23140)  
Chickahominy WWTP (10600 Horsemen's Road; Providence Forge, VA 23140)  
Parham Landing WWTP (7800 Parham Landing Road; Eltham, VA 23181)  
Public Utilities building (7051 Poindexter Road; New Kent, VA 23124)  
Vehicle Maintenance Facility (11899 Bassett Farm Road; New Kent, VA 23124)  
School Board Office (11920 New Kent Highway; New Kent, VA 23124)

This agreement shall also extend to future county designated space that will be acquired and or developed during the term of the agreement.





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

COPY

CERTIFIED MAIL

December 21, 2011

G. Cabell Lawton IV  
County Administrator  
New Kent County  
12007 Courthouse Circle  
New Kent, VA 23124

**Re: Franchise Extension**

Dear Mr. Lawton:

According to our records, the cable franchise between Cox Communications Hampton Roads, LLC ("Cox") and New Kent County is eligible for a five year extension of the franchise term. Please consider this a formal notification that Cox has completed the necessary system upgrades referenced in Section 2.3 of the Franchise Agreement within the three year time frame required to qualify for the extension. With these upgrades, our current facilities and equipment meet or exceed the specifications outlined in Section 5 of the Agreement.

With this extension, Cox's Franchise Agreement will now expire on or about December 10, 2017.

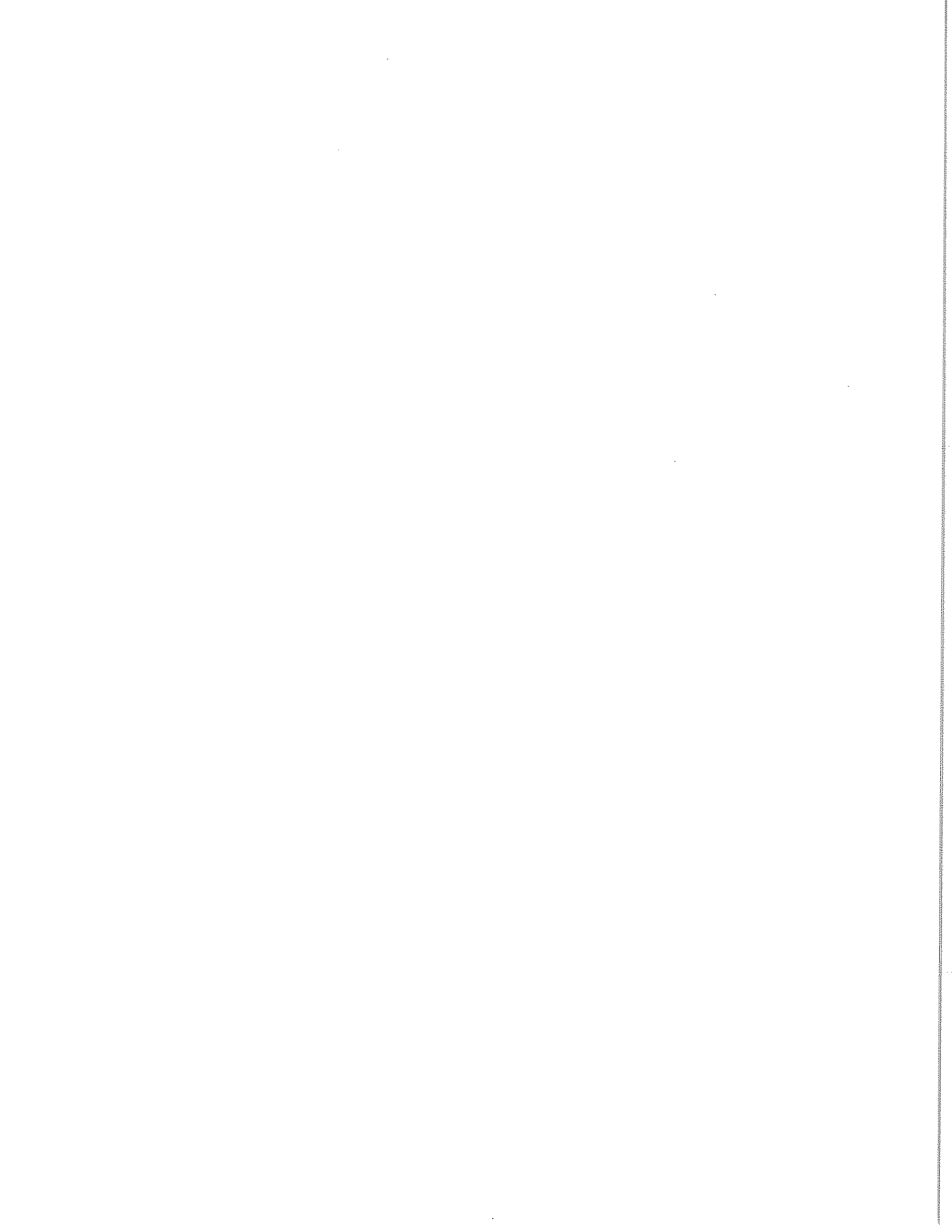
We are dedicated to providing the residents of the County with high quality cable television programming and services for many years to come.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Barrett Stork  
Manager, Government Affairs

✓ e. Jeff Summers, Esq.  
County Attorney



# (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
<b>Filer Information</b>	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
<b>Data Contact Information</b>	Data Contact Name	Paul Cain
	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	<a href="mailto:paul.cain@cox.com">paul.cain@cox.com</a>
	Emergency Operations Name	Mark Peay
<b>Emergency Operations Contact Information</b>	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	<a href="mailto:mark.peay@cox.com">mark.peay@cox.com</a>
	Certifying Official Name	Joiava T. Philpott
<b>Certifying Official Contact Information</b>	Certifying Official Phone Number	(404) 269-0983
	Certifying Official E-mail	<a href="mailto:joiava.philpott@cox.com">joiava.philpott@cox.com</a>

# (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
<b>Filer Information</b>	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 Name	Paul Cain
<b>Data Contact Information</b>	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	<a href="mailto:paul.cain@cox.com">paul.cain@cox.com</a>
	Emergency Operations Name	Mark Peay
<b>Emergency Operations Contact Information</b>	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	<a href="mailto:mark.peay@cox.com">mark.peay@cox.com</a>
	Certifying Official Name	Joiava T. Philpott
<b>Certifying Official Contact Information</b>	Certifying Official Phone Number	(404) 269-0983
	Certifying Official E-mail	<a href="mailto:joiava.philpott@cox.com">joiava.philpott@cox.com</a>

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	\$ 290386	75	Pending
Matching Funds	\$ 94233	25	Private (Cox Communications)
	\$		
	\$		
	\$		
	\$		
	\$		
<b>TOTAL</b>	<b>\$384,619</b>	<b>100 %</b>	



Please Code & Return  
to A/P for Payment

Account Number

3014747



300 E. Franklin Street  
Richmond, Virginia 23219  
(804) 649-6208

Date

November 30, 2018

COUNTY OF NEW KENT COUNTY  
Attn MARY ALTEMUS  
P O BOX 150  
NEW KENT, VA 23124-0050

Date	Category	Description	Ad Size	Total Cost
12/06/2018	Legal Notices	COUNTY OF NEW KENT NOTICE OF PUBLIC COMMENT PE	2 x 0 L	178.00

<p><b>COUNTY OF NEW KENT NOTICE OF PUBLIC COMMENT PERIOD FOR VIRGINIA TELECOMMUNICATIONS INITIATIVE (VATI)</b></p> <p>Notice is hereby given that the Board of Supervisors of New Kent County intends to partner with Cox Communications to submit a joint application to the Virginia Department of Housing and Community Development (DHCD) for grant funding from the 2019 Virginia Telecommunication Initiative (VATI). The primary objective of the VATI is to provide financial assistance to supplement construction costs by private sector broadband service providers, in partnership with local units of government to extend service to areas that presently are unserved by any broadband provider. The joint grant application will request funds to provide for the extension of broadband service to the White House Farms and Talleyville Road (Route 609) area of the County. The 2019 VATI grant application will be submitted by the December 14, 2018 deadline.</p> <p>The public is invited to submit written comments on the proposed 2019 VATI grant application by no later than December 14, 2018 to the New Kent County Administrator's Office, P.O. Box 150, New Kent, VA 23124; or by email to <a href="mailto:bos@newkent-va.us">bos@newkent-va.us</a>.</p> <p style="text-align: right;">By authority of Rodney A. Hathaway Clerk of the Board</p>	<p><b>Publisher of the Richmond Times-Dispatch</b></p> <p><b>This is to certify that the attached COUNTY OF NEW KENT NOTICE was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:</b></p> <p>11/30/2018</p> <p><b>The First insertion being given ... 11/30/2018</b></p> <p><b>Newspaper reference: 0000861440</b></p> <p><b>Sworn to and subscribed before me this</b></p> <p style="font-size: 1.2em; margin-left: 100px;"><u>November 30, 2018</u></p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">         Notary Public     </div> <div style="text-align: center;">         Supervisor     </div> </div> <p style="text-align: center; margin-top: 20px;">       Janet Johnson Williams        NOTARY PUBLIC        Commonwealth of Virginia        7566416        My Commission Expires June 30, 2021     </p> <p>       State of Virginia        City of Richmond        My Commission expires _____     </p>
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Board of Supervisors

Thomas W. Evelyn	District 1
C. Thomas Tiller, Jr.	District 2
Patricia A. Paige	District 3
Ron Stiers	District 4
W. R. "Ray" Davis, Jr.	District 5

Rodney A. Hathaway  
County Administrator

[www.co.new-kent.va.us](http://www.co.new-kent.va.us)

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NOTICE OF PUBLIC COMMENT PERIOD FOR  
VIRGINIA TELECOMMUNICATIONS INITIATIVE (VATI)**

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By authority of  
Rodney A. Hathaway  
Clerk of the Board

## **WhiteHouse Subdivision FTTH build proposal**

**1 mile of aerial from ODN at NK winery to Talleyville Rd**

**1,500' From splice case to ODN placement**

**2 miles of underground from Talleyville Rd to remainder of serviceable homes**

**Total of 83 homes passed - 0 businesses**

**68 homes serviceable by 400' drop**

**15 homes would need extensions from 500-2100'**

**12,500' of plant extensions toward homes**

<u>Numerics</u>	<u>Street Name</u>		<u>Note on service cable</u>
8501	Old Church Rd	200-300' from street	
8601	Old Church Rd	200-300' from street	
8701	Old Church Rd	500-600' from street	- partial extension required
8741	Old Church Rd	400-500' from street	
8001	St. Peters Ln	700' from street	- partial extension required
8000	St. Peters Ln	800' from street	- Partial extension required
8805	Old Church Rd	200-300' from street	
8901	Old Church Rd	700-800' from street	- partial extension required
9101	Old Church Rd	700-800' from street	- partial extension required
9141	Old Church Rd	600-700' from street	- partial extension required
9241	Talleyville Rd	200-300' from street	
9245	Talleyville Rd	400-500' from street	
9299	Talleyville Rd	600-700' from street	- partial extension required
8188	Lavender Fields	1500-1600' from street	- partial extension required
9300	Talleyville Rd	800-900' from street	- partial extension required
9351	Talleyville Rd	200-300' from street	
9401	Talleyville Rd	200-300'	
9421	Talleyville Rd	200-300'	
9420	Talleyville Rd	400-500'	- partial extension required
9436	Talleyville Rd	600-700'	- partial extension required
9551	Talleyville Rd	200-300'	
9601	Talleyville Rd	200-300'	
9611	Talleyville Rd	500-600'	- partial extension required
9621	Talleyville Rd	500-600'	- partial extension required
9700	Talleyville Rd	800-900'	- partial extension required
9800	Talleyville Rd	2000-2100'	- partial extension required
9801	Talleyville Rd	200-300'	
9811	Talleyville Rd	200-300'	
9821	Talleyville Rd	200-300'	
9831	Talleyville Rd	200-300'	

9841	Talleysville Rd	200-300'
9901	Talleysville Rd	200-300'
9911	Talleysville Rd	200-300'
9921	Talleysville Rd	200-300'
9931	Talleysville Rd	200-300'
10001	Talleysville Rd	200-300'
10011	Talleysville Rd	200-300'
10021	Talleysville Rd	200-300'
10031	Talleysville Rd	200-300'
10111	Talleysville Rd	200-300'
10121	Talleysville Rd	200-300'
10131	Talleysville Rd	200-300'
10141	Talleysville Rd	200-300'
10201	Talleysville Rd	200-300'
10211	Talleysville Rd	200-300'
8301	Monroe Dr	200-300'
8309	Monroe Dr	200-300'
9800	Old Quarter Ln	200-300'
9810	Old Quarter Ln	200-300'
9820	Old Quarter Ln	200-300'
9830	Old Quarter Ln	200-300'
9900	Old Quarter Ln	200-300'
9910	Old Quarter Ln	200-300'
9920	Old Quarter Ln	200-300'
9930	Old Quarter Ln	200-300'
9940	Old Quarter Ln	200-300'
10000	Old Quarter Ln	200-300'
10010	Old Quarter Ln	200-300'
10020	Old Quarter Ln	200-300'
10030	Old Quarter Ln	200-300'
10110	Old Quarter Ln	200-300'
10122	Old Quarter Ln	200-300'
10142	Old Quarter Ln	200-300'
10200	Old Quarter Ln	200-300'
10210	Old Quarter Ln	200-300'
10220	Old Quarter Ln	200-300'
10230	Old Quarter Ln	200-300'
9811	Old Quarter Ln	200-300'
9827	Old Quarter Ln	200-300'
9835	Old Quarter Ln	200-300'
9901	Old Quarter Ln	200-300'
10001	Old Quarter Ln	200-300'
10021	Old Quarter Ln	200-300'
10031	Old Quarter Ln	200-300'

10101	Old Quarter Ln	200-300'
10111	Old Quarter Ln	200-300'
10121	Old Quarter Ln	200-300'
10141	Old Quarter Ln	200-300'
10201	Old Quarter Ln	200-300'
10211	Old Quarter Ln	200-300'
10221	Old Quarter Ln	200-300'
10231	Old Quarter Ln	200-300'
10281	Old Quarter Ln	200-300'