

VIRGINIA: AT THE REGULAR MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA, ON THE 1ST DAY OF AUGUST, 2001, AT 7:30 P.M.

PRESENT: HARRISON A. MOODY, CHAIRMAN ELECTION DISTRICT #1
EDWARD A. BRACEY, JR. VICE-CHAIR ELECTION DISTRICT #4
DONALD L. HARAWAY ELECTION DISTRICT #2
ROBERT L. BOWMAN, IV ELECTION DISTRICT #3
AUBREY S. CLAY, ELECTION DISTRICT #5

OTHER: DANIEL SIEGEL COUNTY ATTORNEY

IN RE: CALL TO ORDER - INVOCATION - PLEDGE OF ALLEGIANCE

Mr. Harrison A. Moody, Chairman, called the regular meeting to order at 7:30 P.M. followed by the Lord's Prayer and the Pledge of Allegiance.

IN RE: AMENDMENTS TO THE AGENDA

Mr. Moody asked if there were any amendments to the Agenda.

Mr. R. Martin Long, County Administrator, stated there were two additions needed on the agenda under Item 10 - Closed Session add: Personnel Matters, for Appointments § 2.1-344 A.1 of the Code of Virginia; Industrial Development § 2.1-344 A.5 of the Code of Virginia, and move Appointments # 8 under Item # 11 after the Closed Session.

Upon Motion of Mr. Haraway, Seconded by Mr. Bowman, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye", the above amendments were approved.

IN RE: MINUTES

Mr. Moody stated Mr. Bracey asked if there were any amendments to the agenda for the July 18, 2001 Regular Meeting.

Upon Motion of Mr. Clay, Seconded by Mr. Haraway, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the minutes of the July 18, 2001 Continuation Meeting, and the July 18, 2001 Regular Meeting are hereby approved, with the change listed above, in their entirety.

IN RE: CLAIMS

Upon Motion of Mr. Haraway, Seconded by Mr. Bowman, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims are approved and funds appropriated for same using checks numbered 1026681 through 1026858 (void check(s) numbered 1026578, 1026682, and 1026683) for:

Accounts Payable FY 2001:

(101) General Fund	\$ 61,762.82
(103) Jail Commission	\$.00
(104) Marketing Fund	\$.00

(222) E911 Fund	\$ 1,298.00
(223) Self Insurance Fund	\$.00
(225) Courthouse Maintenance	\$.00
(226) Law Library	\$.00
(228) Fire Programs & EMS	\$.00
(229) Forfeited Asset Sharing	\$.00
(304) CDBG Grant Fund	\$.00
(305) Capital Projects Fund	\$ 1,362.90
(401) County Debt Service	\$.00
TOTAL	\$ 64,423.72

Accounts Payable FY 2001- 2002:

(101) General Fund	\$ 241,577.20
(103) Jail Commission	\$ 333.04
(104) Marketing Fund	\$.00
(222) E911 Fund	\$ 16.14
(223) Self Insurance Fund	\$.00
(225) Courthouse Maintenance	\$.00
(226) Law Library	\$ 58.40
(228) Fire Programs & EMS	\$.00
(229) Forfeited Asset Sharing	\$ 547.14
(304) CDBG Grant Fund	\$ 522.52
(305) Capital Projects Fund	\$ 158.57
(401) County Debt Service	\$.00
TOTAL	\$ 243,2134.01

PAYROLL - FY 2001:

(101) General Fund	\$ 389,302.26
(304) CDBG Grant Fund	\$ 3,271.03
TOTAL	\$ 385,596.29

**IN RE: AUTHORIZATION TO ISSUE CHECK FOR THE
DINWIDDIE VOLUNTEER FIRE DEPARTMENT TANKER**

Mrs. Ralph stated the new tanker for the Dinwiddie Volunteer Fire Department will be arriving on Friday, August 10th. The Board will not meet again until the 15th of August; therefore Administration is requesting authorization to issue a check in the amount of \$222,729 made payable to Pierce Manufacturing, Inc.

Upon Motion of Mr. Bracey, Seconded by Mr. Clay, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye", authorization is granted to issue a check to Pierce Manufacturing, Inc. in the amount of \$222,729 for the new tanker for the Dinwiddie Volunteer Fire Department.

IN RE: CITIZEN COMMENTS

The following citizens signed up to comment.

1. Mr. Michael Bratschi, 23500 Cutbank Road, McKenney, Virginia, came before the Board stating, I hope that you will be able to help me. I have

four children and 2 of them are in the Dinwiddie school system. The daughter I want to talk about goes to the middle school and this past year she has been assaulted twice and groped numerous times in school. The first assault the school basically wrote it off as just children playing. I took it at that and let it go. The second time she got assaulted was June 4th in front of two teachers by two boys, one groped her and the other one chased her down the hall and drop kicked her. He kicked her in back of the leg and left a footprint that stayed in bedded in the back of her leg for approximately two weeks and this was done in front of two teachers. The school never called me. The school nurse called me and I went to the school and I had the Dinwiddie Sheriff's Department meet me and had petitions taken out on the young boys. The boy that drop kicked her was already on in-house suspension in school. When the case went to court, we waited and waited and waited. I got a subpoena on July 14th to appear in court. My daughter and I went to court and learned that this case had already been in court twice. The Commonwealth Attorney Rainey had a conflict of interest so they appointed a special prosecutor. The special prosecutor never notified us, never subpoenaed us, never subpoenaed the witnesses including the teachers that witnessed the incident; so the judge was irritated and was upset and wanted to take it out on me and my daughter. But this was the first time we had been to court and my daughter was currently on vacation in Georgia. So he dismissed it but he dismissed it without prejudice. Then he told me to get with Sergeant Hall and take the petitions out again. So when my daughter got back Ward had us come back into court. So I've been calling Sergeant Hall for a week now, and he won't return my calls. I called Sheriff Shands, but he won't return my calls. I called Commonwealth Attorney Rainey; I said I am entitled to the report I'll go get the petitions and he said yes you are. So I called them and asked them for the report. They won't return my calls, they won't give me the report and it's important that I have that report. The report has the witnesses' names and addresses. I will go take out the petitions but I can't get the information I need. But having that happen, I learned that the special prosecutor makes \$50 dollars an hour and he is reimbursed mileage from the state and the state gives that back to the county. To show you what kind of work you are getting, an average lawyer - a good lawyer would cost the County \$150 - \$200 an hour. So look at the shoddy work you get for \$50 an hour from the special prosecutor. He didn't even subpoena the victim to the case. The case went to court twice; prior to my daughter and me being notified. I had a conversation with the Compensation Board and Dinwiddie is more than qualified to have a full time commonwealth attorney. The court docket indicates it. They are opened four days a week over there. The population in the county is growing and I know the ultimate one who has the ultimate decision on becoming full time is the commonwealth attorney and he is not going to do it. The only way that anything is going to be done is for some lawyer in this county to step up to the plate and make a pledge and say if I run and I become the commonwealth attorney I'll turn that office into a full time commonwealth attorney's office. Of course he would have to be elected and come in part time to do that because this paperwork comes out in July. But I'm here tonight to ask you to look at that school Resource Officer. Things are going on in the Middle School that are not being reported to the police or the Sheriff's Department. I've learned that we only need \$10,000 to match what the state has already awarded and now they are talking about sharing that position, if it is awarded, with the high school. If the high school needs one, get one for them and let the middle school have their own. We need a Deputy at the middle school and I would ask you to really consider that request and at \$10,000 whatever the matching funds. We need a full time commonwealth attorney and I would like for the Board to help me get a police report so I can take out petitions and get the case back into court.

Mr. Moody asked the County Administrator to meet with Mr. Bratschi to find out what did happen in those cases. Mr. Long stated he would try to help him get the reports he needed to get the case back into court.

Judge Southall told me to get with Sergeant Hall, take petitions out again, he just didn't want to bring everyone back to court again. But it was not my daughter's fault, it was not my fault, and we want it back in court. The boy that drop kicked her was already in-house suspension and just to show you, and I'm not trying to put the teachers down, but the young man did it in front of two teachers and I don't think the teachers are much of a deterrent for the violence in the school. And when I got ready to leave the principal's office, by the way, I want to tell you this real quick, right when I left Ms. Snodgrass office during a change of classes a fight broke out in front of me leaving her office. I've worked prisons and I've been a cop, I want to tell you, I've seen prisons under better control moving prisoners than what I saw with 900 students moving in the hallways. It's bad!

2. Eva Bratschi, 23500 Cutbank Road, McKenney, Virginia came before the Board stating, I'm currently a police officer with the Richmond Police Department and will be a police officer at Fort Picket soon. I'm the wife of Michael Bratschi, I've been here since 1993 and when he told me about the commonwealth attorney's office it concerned me. Because of the way that it's being worked now, it questions the integrity of the commonwealth attorney's office and I'm concerned that cases will not get the proper attention that they deserve by the victim. In our case, there was never a follow up. We never got a call from the commonwealth attorney and even before the court date, my husband didn't even discuss the case with the commonwealth attorney. The part time prosecutor is getting paid \$50 an hour and has no stake in the county as a full time commonwealth attorney would. A full time commonwealth attorney would concern himself in doing a good job because he would not have to worry about any conflicting interests. What type of protection does the victim get if the commonwealth is representing the defendant and the commonwealth's private practice partner is representing the victim? It's a win - win situation, not for the victim, but for the part time commonwealth attorney. The county is growing and we would benefit by having a full time commonwealth attorney. Also the Sheriff's Department, we have had several dealings with them throughout the years, and I believe we need to move towards a more professional Sheriff's Department. What is the process of getting a report for the victim? They should be more easily accessible to the public. Also, the junior high, there have been many-many problems, not only at the school but on the busses, and because of this, me and my husband are taking a step this year and we have talked to the principal, Ms. Pittman, the new principal, and we'll be making frequent visits to the school, sitting through her classes, taking bus rides, just so that we can help the problem. We hope that the Board can come up with a plan to help better the schools for our children.

Mr. Bowman stated this Board has asked for some reports from the Sheriff's Department and didn't get any response. There have been citizens who have had similar experiences having to do all the leg work for the Sheriff's Department, and he seemed to have the same problem with the Commonwealth Attorney. Mr. Bracey has even made a comment about phone calls, answering machines, nobody returning calls over there. Here is another example here, how long do we sit back and let this continue, and not help the citizens of the County, especially for protection of their children. He stated he felt this is a serious problem and the Board needs to have a Closed Session with the Sheriff and the Commonwealth Attorney and hear why they are handling cases the way they are. The other gentleman has been up here more than 6 times saying he can't get any help. He asked if the other Board members had any suggestions?

Mr. Moody stated he certainly thought the Departments needed to hear these concerns that the citizens reported here tonight. As far as the Commonwealth Attorney's position goes, we don't have the power to say you have to be full time. He commented that the Board should ask the Commonwealth Attorney and Sheriff to meet with us, but as you know there is two sides to every story and certainly we would like to know what their situations are.

Mr. Bowman continued and stated he felt this situation is very serious and needs some attention even if we have to go to the Governor's Office and get some help in here and do some investigation and report back to the Board. He stated he thinks we need to do that.

Mr. Bowman moved that the Sheriff and Commonwealth Attorney be invited to attend the next Board meeting and add it to the Closed Session. Mr. Haraway seconded the motion.

Mr. Bracey stated he had a problem with this. He asked Mr. Bratschi if he had presented this problem to the School Board? Mr. Bratschi replied no. Mr. Bracey stated this problem should come before the School Board. He stated he would like the Superintendent and the Chairman of the School Board to be present. Continuing he commented that claim stems directly from the Schools and each time we look up we spend hundreds and thousands of dollars on surveillance equipment and this gentleman comes in here and makes this statement, something is wrong.

Mr. Bowman amended his motion to request the Superintendent and the Chairman of the School Board to be present at the Closed Session. Mr. Haraway agreed.

Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that a Closed Session is hereby added to the August 15, 2001 Board meeting and invite the Commonwealth Attorney, Sheriff, Superintendent of Schools and the Chairman of the School Board to attend.

3. Mrs. Anne Scarborough appeared before the Board voicing her concerns about the Adelphia Franchise Contract. Good evening board members, I want to state a little something about Adelphia, I see you've got it on the agenda, and I do have 3 or 4 questions. On page 1, you start out by saying "the board of supervisors having determined that the financial and few other things ... is reasonably sufficient" and I ask you this question – what evidence, proof, criteria did you base this on? Did a CPA look at any financial papers? Did each one of you see these financial papers? I read two really tough statements about Adelphia's financial situation. A new one on the 21st of June, "in recent days just as Wall Street underwriters are preparing to come to market with 6.5 billion of new junk or high yield bonds, fresh concerns about the health of Telecom previously thought to be relative to sound ... " and they go on to talk about that they aren't. Skipping down to here, "the junk bond market setback threatens one of the few bright spots on Wall Street this year. Against a back drop of dismal corporate operating results, rating down grades, deep default, and bankruptcies, junk bond underwriters opened a new issue for us this year selling bonds from issuers such as cable operator Adelphia Communication". Isn't that who we are talking about? And think of the bondholders and bio fuel. So I ask you, who determines this to tell me that you all are saying that they are financially reasonably sufficient – I left out some of these other categories to save time? And on page 3, they say, "normal business hours must include one night a week." How many hours are they going to be open? Six to eight, nine to twelve, whatever, it

doesn't say. I question you again, and it doesn't seem to bother you, why would you give somebody that you keep hearing from somewhere like Wall Street Journal – junk bonds financial indebtedness and they are in debt and all of this – and say I'll give you a contract or franchise for ten years. Can't you give it to them for one-year contingent on what improvement we get? I don't believe any of you in your business or your whatever you might be retired or whatever you do, would have statements like this and the results we have had and say "golly I welcome you for ten years – no questions asked." Page 9 really gives me a headache. If that isn't discrimination of the highest order I don't know what is. Responding to service calls. I can call at 9 o'clock in the morning up to 4:55 pm and they tell me, I can call at 9:00 A.M. and they tell me that they might show up by 5:00 P.M. or 8:00 P.M. But listen at this, old Anne can say I'll call at 5:00 o'clock this afternoon and guess what they tell me, they'll be "Johnny on the spot" in 2 hours. If that isn't discrimination, I don't know what is. What about people with shift work? I mean they might want to see some TV in the daytime and you should certainly do something about us sitting there 11 hours and anybody from 5 P.M. to 8:00 P.M. can sit there for two hours. This is geared strictly to people that work apparently 8-5 and as many times as we have called Adelphia, the problem has not been in the residence of Ann and John Scarborough. It has been in their equipment. So I ask you to redo this thing. She stated she would like to know how many people do they have normally servicing Dinwiddie County in a 24-hour period? How many service us in the daytime? How many service us at night? Normally, most businesses will have more folks on the job during the daytime. I know they said we will have some governmental access to provide video programming and this has been talked about, a handful of elderly people probably would like that. Does that mean that you all could be live on cable tonight and you could have my mouth at home and I wouldn't need to be up here? Now there are some elderly people that will not come out, but would love to sit and see you and hear you and I know other localities they do-do that where they have what we're talking about. So why can't we do it with Dinwiddie? Last of all on page 24. Look at 10-2 minimum channel capacity, the cable system shall have the capacity to operate with at least 35 channels, but listen to this, programming on all channels will not be required. So they could only program 12 channels if they wanted to but we happened to have that many, but the second part that you are agreeing to, within 12 months of the effective date of this franchise, the grantee shall upgrade the cable system within the service area to a minimum of 750 mhz with a minimum channel capacity of 80. If they upgrade, it should say how many will be usable. Now they can say all they want to that they are going to do a minimum channel capacity of 80, but right up above you say they have 35 and they don't have to program all of them. So we could get 36 channels to use but there will be blanks I guess where the other 79. I don't understand how they do it. But I would like to know what we are going to get with their upgrade? Petersburg has 31 channels now I think and we have 21, I've told you before, they up our bill and I didn't even get one more channel. The History Channel, the garden, home team sports are three channels that are really desirable by the majority of the people with cable. So you are going to vote tonight but I think you need to do some serious thinking on some of these fine points. And I guess Mr. Siegel, you did the second contract, your firm, it is such an improvement over the first one that I want to congratulate you. This one looks like a contract. It is more thorough and for once I'm going to give that to you instead of the usual. Thank you all for being patient.

Mrs. Ralph stated Mr. Luke Mathews will go into details when we discuss the Franchise.

4. Robert Belcher, 27516 Boydton Plank Road, good afternoon gentlemen. On a brighter note, I would like to blow one of our citizen's

horns for her because she is not here. If you got the Dinwiddie Monitor today you'll see that from the Tri City Senior Olympian Group, Ruth Thompson, 81 years old, went to the nationals in Baton Rouge, Louisiana in 95-degree weather rode her bicycle and won four gold medals. I have never heard of anyone in the state of Virginia winning 4 gold medals for anything in the nationals so she should be congratulated. You may want to send her a certificate of some kind or merit. I know you pass around her bicycle up and down Courthouse Road from time to time. She rides her bicycle everyday. She is real enthusiastic about that and I want to thank Cathy Slade for the nice write up she put in the paper about her and our group.

Continuing he commented, oh yes, I have been visiting the recreation enhancement center down there and that is money well spent by our county. You will notice as you go by there that is one state-of-the-art building they're building down there.

RE: ORDINANCE TO AMEND AND REPLACE CHAPTER 7 OF THE DINWIDDIE COUNTY CODE AND GRANTING A TELEVISION FRANCHISE AND THE RIGHT TO ERECT, INSTALL, MAINTAIN AND OPERATE A CABLE TELEVISION SYSTEM WITHIN DINWIDDIE COUNTY, VIRGINIA

Mrs. Wendy Ralph presented the revised franchise ordinance to the Board. She stated the attorney's on both sides have finally come up with a document that both sides have been able to agree to. They didn't get everything they wanted and neither did we. The document has been highlighted with a few things she stated that she felt were of interest based on questions that have been asked. Mrs. Ralph stated Mr. Luke Mathews from Adelphia is here tonight also and will share some news with you and answer any questions you might have.

Mr. Luke Matthews, Adelphia Cable, stated he would like to address the questions the citizen had earlier. As far as the financial health of the Company goes, some of the articles she had read had some disparaging comments about us but he stated he personally believes the Company is in very good health. The Company has enormous assets and it also has good bond and stock ratings. The good news Mrs. Ralph was referring to with regard to both the service and number of channels and the variety of service that Adelphia will be able to offer to our customers in the county is that Adelphia is doing a complete upgrade of our cable system here and that started last week. We will be able to offer 80 analog channels and hundreds more of digital cable. As soon as the rebuild is complete we will be increasing the number of channels we carry to reflect that. He stated he did not have a final channel lineup at this time but as soon as he did he will send it to the members of the Board. Every piece of equipment in the system will be brand new and many, many miles of new fiber optic cable will be added.

Mrs. Ralph asked how many people do you normally have serving in Dinwiddie? Mr. Mathews responded 4 people, 2 office employees, and 2 technicians. Also we have 1 employee who is on call at all times, night or weekends. If circumstances warrant he can call other technicians from other locations. Mrs. Ralph commented that that was the other thing that we dealt with in this contract. The time is limited if the first person on the scene could not remedy the situation then a higher level technician has to be called in on a limited time frame.

Mr. Haraway asked if Adelphia has a bond rating? Mrs. Ralph replied, one is BB+, she thought it was Standards and Poor's, and one is BB-. But the rating was off the internet from a review by the County Attorney.

Mr. Haraway asked what the maximum rate increase would be when Adelphia added the 80 channels? Mr. Mathews said he really didn't know he might be able to guess but it would be a guess only. We have similar numbers of channels in other systems that we have built in other parts of the State and I think that their rates are within \$5 of what they are now.

Mr. Haraway questioned if the Board could control the rates charged by Adelphia? Mrs. Ralph stated yes, it was mentioned at the last meeting that the language was going to be added and it has. The procedure is rather complicated but the ability is there.

Mr. Haraway commented the reason we went with the 10-year term was to get the 80 channels. Mrs. Ralph replied it was to get Adelphia to commit to the 1-year upgrade. Mr. Long stated the lower number of years and the quicker upgrade guarantee in the contract.

Mr. Haraway asked Mr. Siegel do you feel if we do continue to have problems with this company there is enough language in the contract that will allow us to cancel the contract? Mr. Siegel replied there are different levels of remedies. You will have to go through all the different remedies but at some point you will be able to cancel it. But if you have a serious problem you will still be obligated to go through the whole process. Mr. Haraway stated he had a problem with the track record the company has in the County and we are committing to a 10-year contract. He stated it did cause him some concerns.

Mr. Moody added that Adelphia is going to have to make quite an investment to do all of the upgrades and he felt it would take a number of years to get the initial investment back. Mr. Mathews stated that is correct and that is their main interest in the long-term franchise. The upgrades are in excess of 2 million dollars and Adelphia has already spent half of that at this point in time on inventory.

Mr. Moody commented that in the franchise agreement it states we will have the capacity of having 80 channels, but as Mrs. Scarborough brought out, how many will we actually have. Mr. Mathews stated it is his understanding that we will have an excess of 70 channels. The programming department makes the decisions on which programs we will have and when they will be added. Mr. Moody said that if a survey was done on people who wanted the Home Team Sports Channel he felt sure it would certainly pay for itself.

Mr. Long asked by what time do you feel the channel upgrades will be done? Mr. Mathews stated he could provide a tentative schedule or lineup. It would be very close in the number of channels and it would probably tell you what those channels are; but until the time we actually launch those services, the contracts would not be final with those companies. He stated he would provide those to the Staff before the next Board meeting. The government access channel will also be available in the upgrade. A line will be run to this building. The County would have to provide the computer for any video programming.

Mr. Bowman asked what the procedure is for rate increases. Mrs. Ralph stated, there is the notification requirement for Adelphia. Mr. Bowman said he was interested in protecting the citizens to make sure they aren't overcharged as compared to other localities. Mrs. Ralph replied if you are challenging or controlling the rate; it is the rather complicated procedure I discussed before, but it is possible. Mr. Siegel added part of the problem is the FCC regulations that overlap this procedure and it makes it difficult.

Mr. Bowman suggested a one-year approval with an automatic renewal if upgrade is completed. Mr. Siegel stated that is basically what is in the ordinance now.

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AN ORDINANCE OF THE COUNTY OF DINWIDDIE, VIRGINIA TO AMEND AND REPLACE CHAPTER 7 OF THE DINWIDDIE COUNTY CODE AND GRANTING A TELEVISION FRANCHISE AND THE RIGHT TO ERECT, INSTALL, MAINTAIN AND OPERATE A CABLE TELEVISION SYSTEM WITHIN DINWIDDIE COUNTY, VIRGINIA TO SVHH CABLE ACQUISITIONS, L.P. D/B/A ADELPHIA CABLE COMMUNICATIONS, PROVIDING FOR THE REGULATION AND ADMINISTRATION OF THE FRANCHISE AND ACTIVITIES UNDERTAKEN PURSUANT THERETO AND REPEALING ANY ORDINANCES INCONSISTENT THEREWITH

The Board of Supervisors of the County of Dinwiddie in the Commonwealth of Virginia having determined that the financial, legal, and technical ability of SVHH Cable Acquisitions, L.P. d/b/a Adelphia Cable Communications is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

SECTION 1
Definitions

- 1.1. **Terms.** For the purpose of this Ordinance, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

“Basic Cable Service” means the initial service including, but not limited to, mandatory 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 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.

“Cable Act” means the Cable Communications Policy Act of 1984, as amended.

“Cable Service” means (1) the transmission to Subscribers of video programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection of such Video Programming.

“Cable System” means a facility which is operated to perform for hire, either in whole or in part, the service of receiving, amplifying, modifying or originating television, radio or other electrical signals for the purpose of transmitting or distributing such signals by wire, cable or other means to subscribing members of the public, except that such definition shall not include (1) any system which serves fewer than two hundred fifty (250) subscribers; (2) any system which serves only the residents of one (1) or more continuous apartment dwellings under common ownership, control or management, and commercial establishments located on the premises of such dwellings; or (3) any system commonly known as a master antenna system.

“Depreciation Value” shall mean the value, as shown on the Grantee’s books and records, of all the cable television systems, tangible assets after depreciation, which shall be calculated to the end of the Grantee’s last fiscal year. Such value shall not include “good will” or any value that the Grantee’s books and records attribute to the franchise.

“FCC” means Federal Communications Commission, or successor governmental entity thereto.

"Fair Market Value" shall mean 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.

"Franchise" shall mean the initial authorization or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

"Franchising Authority" means the County of Dinwiddie or the lawful successor, transferee, or assignee thereof.

"Grantee" means SVHH Cable Acquisitions, L.P. d/b/a Adelpia Cable Communications, or the lawful successor, transferee, or assignee thereof.

"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 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; notwithstanding the foregoing, "Gross Revenues" shall include the Franchise Fee imposed by Section 6.3 of this Ordinance.

"Installation" means the act of connecting the system from the feeder cable to the subscriber terminal so that the subscriber may receive cable television service.

"Net Profit" shall mean the amount remaining after deducting from gross revenues all of the actual, direct and indirect, expenses associated with operating the cable television system, including the franchise fee, interest, depreciation and federal or state income taxes.

"Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week.

"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, 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.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Premium Service" means optional program services, provided to subscribers at a charge in addition to Basic Cable Service.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and

any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing or transmitting Grantees' Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“Service” means any cable service, including any basic service, which is distributed over the cable system.

“Service Area” means the area within the present boundaries of the County of Dinwiddie, Virginia, and shall include any additions thereto by annexation or other legal means.

“Service Interruption” means the loss of picture or sound to a Subscriber on one or more cable channels.

“Service Tier” means a category of Cable Service provided by Grantee and for which a separate charge is made by Grantee.

“Subscriber” means a person or user of the Cable System who lawfully receives Cable Services or other service there from with Grantee's express permission.

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

SECTION 2 **Grant of Franchise**

- 2.1 **Grant.** The Board of Supervisors of the County of Dinwiddie, Virginia, hereby grants to Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area under the control of the Franchising Authority 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 hereof and additions thereto, under the control of the Franchising Authority, 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. With respect to the use of rights-of-way not within the Franchise Authority's jurisdiction, Grantee shall undertake to obtain authority for the use of such rights-of-way from each respective, controlling governmental authority.
- 2.1. **Term.** The Franchise granted pursuant to this Ordinance shall be for a term of ten (10) years, commencing on [fill in date of adoption], 2001.
- 2.2. **Other Cable Franchises.** The Franchise granted by this Ordinance is not exclusive. The Franchising Authority reserves to itself the right to grant to other persons or entities who own and operate community antenna television systems rights similar to those granted to the Grantee herein at

any time during the term of this Franchise and any renewal thereof upon such terms and conditions as the Franchising Authority may determine and as may be permitted under applicable laws with due consideration of the interests of the public;

- 2.3. Level Playing Field. Franchising Authority agrees that any grant of additional franchises or other authorizations of any Cable System in Dinwiddie County, Virginia, including open video system authorizations by the County to any other entity to provide video programming or other services similar to those provided by the Grantee pursuant to this Franchise Agreement and over which the Franchising Authority has regulatory authority shall cover the entire territorial area of the County and shall not be on terms and conditions (including, without limitation, the universal service obligations and franchise fee obligations) which are generally more favorable or less burdensome to the grantee of such additional franchise than those which are set forth herein.

In any renewal of this franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee shall take into account any additional franchise(s) or authorizations previously granted and make findings regarding whether the proposed increased obligations upon the Grantee in the renewal are more burdensome and/or less favorable than those contained in the additional franchise(s) or authorizations, and whether such increased obligations the Franchising Authority seeks to impose upon the Grantee are reasonable under Section 626 of the Communications Act taking into account the costs and burdens of meeting such non-comparable obligations.

- 2.4. Franchise Required. No person shall operate or maintain a Cable System within the Service Area without a current franchise granted by the Board of Supervisors of Dinwiddie County, Virginia.
- 2.5. Payment Due County Upon Acceptance. Grantee shall pay to the Franchising Authority, upon acceptance of the Franchise granted herein, five thousand dollars (\$5,000) as an advance on franchise fee payments due to the County pursuant to this Franchise. Such nonrefundable payment shall be used to offset any direct costs incurred by the Franchising Authority in connection with this ordinance.
- 2.6. Acceptance Constitutes Agreement as to Validity of Franchise Terms and Conditions. The Grantee agrees, by the acceptance of the Franchise, to accept the validity of the terms and conditions of this Franchise in its entirety and that it will not, at any time, proceed against the Franchising Authority in any claim or proceeding challenging any term of provisions of this Franchise as unreasonable, arbitrary or void or asserting that the Franchising Authority did not have the authority to impose such term or condition, unless, however, the challenge is a good faith one made for the purpose of determining whether this Franchise complies with federal law.
- 2.7. Failure to Enforce Franchise Provisions Against Grantee; Time of Essence for Performance by Grantee; Excusable Noncompliance by Grantee.
- a. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the Franchising Authority, upon any one (1) or more occasions, to insist upon the Grantee's performance or to seek the Grantee's compliance with any one (1) or more of such terms or conditions.
 - b. Whenever this Franchise 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, be sufficient grounds for the

Franchising Authority to invoke the remedies available under the terms and conditions of this chapter and the Franchise.

- c. Nothing herein shall be construed to require the Grantee to comply with the terms of this Franchise, if prevented from doing so by disaster, war, civil disobedience or act of God.

SECTION 3 **Standards of Service**

- 3.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways. The Cable System shall be constructed, installed, operated and maintained in compliance with all applicable governmental regulations. All Cable System equipment and facilities shall be installed in accordance with good engineering practices. The Grantee shall utilize existing poles, conduits and other facilities as part of the Cable System whenever possible. The Franchising Authority reserves the right to further or specifically designate the locations of any poles, towers, lines, cables or conduits with reference to utility lines or conduit facilities such as sewer, water, electric, telephone and gas in such a manner as to promote public safety and to protect public property. Any designation of location required or authorized herein shall be accomplished by the Franchising Authority so as not to unnecessarily delay or hinder the Grantee in its operations. Subject to any limitations imposed by Federal or State law, the Franchising Authority hereby reserves the right to reject any proposed installation by or on behalf of the Grantee as to which the manner or place of construction or placement is deemed by the Franchising Authority to be contrary to the provisions of this grant of Franchise, or to the public interest, and may direct the Grantee or its agents to move the location or alter the construction of any existing installation wherever the Franchising Authority deems a public interest to require such removal or alteration, having due regard to the equities of the parties concerned and the purpose of this Franchise.
- 3.1. Restoration of Public Ways. If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.
- 3.2. Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than ten (10) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority or other governmental authority including the County of Dinwiddie, Commonwealth of Virginia or agency of the federal government, by reason of traffic conditions, public safety, street abandonment, freeway or street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority, or other governmental authority including the County of Dinwiddie, Commonwealth of Virginia or agency of the federal government, but the Grantee shall in all cases have the right of abandonment of its property, provided that all then-current Subscribers to the system are retained. If public funds are available to any company using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing,

such funds shall also be made available to the Grantee in accordance with the applicable law.

- 3.3. Relocation at Request of Third Party. The Grantee shall, on the request of any person holding a building moving permit issued by the Franchising Authority or other governmental authority including the County of Dinwiddie, Commonwealth of Virginia or agency of the federal government, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than thirty (30) business days advance written notice to arrange for such temporary wire changes.
- 3.4. Trimming of Trees on Public Property. The Grantee shall have the authority to trim trees or other natural growth located on the Public Rights-of-Way overhanging any of its Cable System in the County, at its own expense, as necessary to protect the Grantee's wires and facilities, subject to the supervision and direction of the Franchising Authority. Grantee shall comply with any other state or local laws or policies relative to trimming trees or other natural growth in the Public Rights-of-Way.
- 3.6. Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC and other federal, state, and local regulations.
- 3.7. Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground, provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof aerially or underground. Nothing contained in this Section 3.7 shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.7, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.
- 3.8. Required Extensions of Service. Grantee is hereby authorized to extend the Cable System as necessary, as desirable, or as required pursuant to the terms hereof within the Service Area. Whenever Grantee shall receive a request for service from at least ten (10) households (fifteen (15) households when any extension of the system will involve underground extensions), which have agreed to pay for service for one (1) year, with 2,640 cable-bearing strand feet (one-half mile) of its distribution cable, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers, provided that such extension is technically feasible and

will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under Section 3.10 of this Ordinance.

3.9 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for special circumstances (such as a Subscriber's request to locate the cable drop underground, or the need for under-highway crossings, or the existence of more than two hundred (200) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than ten (10) households (fifteen (15) households, if underground) per 2,640 cable-bearing stand feet of distribution cable) Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be extended, Grantee will contribute an amount equal to the construction and other costs per half mile, multiplied by a fraction whose numerator equals the actual number of potential subscribers desiring service per 2,640 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals ten (10) Subscribers. Potential subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance. Access to Cable Service shall not be denied to any group of potential Subscribers because of the income of the residents of the local area in which such group resides.

3.10 Service Interruptions. The Grantee shall engineer, construct, install, operate and maintain the Cable System so that it is capable of providing continuous, reliable and good quality reception and service to Subscribers and in such a manner that the Cable System is in full compliance with the rules and regulations of the FCC and all other applicable federal, state or local laws, rules and regulations. Grantee's duties in this regard shall include, but are not limited to the following:

- a. The Grantee shall make repairs as promptly as possible. Service Interruptions due to Cable System repairs, maintenance, modifications or installations shall be for the shortest, reasonable time possible, and shall, to the extent practicable, be preceded by notice to Subscribers and shall occur during periods of minimal viewer ship.
- b. The Grantee shall maintain more than sufficient replacement and repair equipment, facilities and supplies, and trained personnel to perform necessary and prompt repairs to the Cable System in the event of damage thereto. Grantee shall respond to all Service Interruption calls with a trained Service Technician as promptly as possible, within the following time frames:

<u>Time of Call</u>	<u>Required Response Time</u>
After 8:00 pm to 8:59 am	By the next following 1:00 pm
9:00 am to 4:59 pm	By 5:00 pm if at all possible, but in no event later than 8:00 pm
5:00 pm to 8:00 pm	within 2 hours of the time of call

Under normal operating conditions these standards shall be met no less than ninety percent (90%) of the time measured on an annual basis, provided that in all cases the Grantee shall not be required to comply with these time frames if the Subscriber agrees to additional time.

- c. In the event that the first responding Service Technician is unable to correct the Service Interruption for which he/she is responding, the first responding Service Technician shall immediately contact a Service Technician of superior rank or sufficient skill, as appropriate, to correct the Service Interruption, which superior Service Technician shall respond to such service interruption as expeditiously as possible, but not later than three (3) hours from the time of the initial Service Interruption call if such call is made between the hours of 5:00 p.m. to 8:00 p.m. Eastern Time (under normal operating conditions these standards shall be met no less than ninety percent (90%) of the time measured on an annual basis), unless the subscriber agrees to additional time.
- d. Upon request, Grantee shall provide written reports to the Franchising Authority not more than quarterly, documenting compliance with the requirements of this Section 3.10. In the event of major damage to the equipment and facilities, the Grantee shall make every effort to restore service as expeditiously as possible.

3.11 General Subscriber Service Standards. Notwithstanding any other provision of this Ordinance, the Franchising Authority shall be entitled to enforce the customer service standards set forth in 47 CFR Section 76.309 (c) or other applicable federal and state regulations. The Franchising Authority may further enforce the following Subscriber service standards:

- a. Grantee shall maintain a publicly listed, toll-free telephone number to receive Subscriber inquiries and complaints, and the Grantee shall notify Subscribers of this telephone number on a periodic basis. Grantee shall provide trained representatives to respond to Subscriber telephone inquiries and complaints twenty-four (24) hours a day, seven (7) days a week. The Grantee may provide separate telephone numbers for inquiries and complaints made after normal business hours, but must be capable of handling inquiries and complaints twenty-four (24) hours a day, seven (7) days a week.
- b. Response times for Service Interruptions are governed by Sections 3.10 a. and 3.10 b. of this Ordinance; response times for other service calls are governed by this Section 3.11 b. Under normal circumstances, complaints received by Grantee must be responded to by a trained representative of Grantee within the following time frames:

<u>Time of Call</u>	<u>Required Response Time</u>
After 8:00 pm to 8:59 am	by the next following 1:00 pm
9:00 am to 4:59 pm	by 5:00 pm if at all possible, but in no event later than 8:00 pm
5:00 pm to 8:00 pm	within 2 hours of the time of call

In all cases the Grantee shall not be required to comply with these time frames if the Subscriber agrees to additional time. Grantee shall comply with these time frames not less than 90% of the time, measured annually. Upon request, Grantee shall provide written reports to the Franchising Authority on a quarterly basis documenting compliance with these requirements.

- c. Under normal operating conditions, telephone answer time by a trained representative of Grantee, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis. The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply. Under normal operating conditions, Subscribers will not receive a busy signal more than three percent (3%) of the time. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
- d. Under normal operating conditions, each of the following standards will be met no less than ninety five percent (95%) of the time, measured on a quarterly basis:
 1. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 200 feet from the existing distribution system.
 2. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. The Grantee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the Subscriber.
 3. The Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.
 4. If the Grantee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the Subscriber.
- e. Grantee shall investigate and respond to all Subscriber complaints regarding quality of service, equipment malfunctions and similar matters expeditiously and in accordance with the requirements of 47 CFR Section 76.309 (c), this ordinance and other applicable regulations. Specifically, upon notification of a Subscriber service complaint or service problem, the Grantee shall respond to any Subscriber complaint or problem within the times set forth above in Sections 3.10 and 3.11, as applicable, by dispatching a qualified employee to investigate the complaint and adjust, repair or replace Grantee's equipment as necessary to resolve the complaint, the same to be completed within a reasonable period of time, not exceeding one (1) day, and shall thereupon fully credit all affected Subscribers' accounts on the next billing for loss of service during the time such repairs or corrections are made beginning with the

date notification was received from the Subscriber. During the time of such response, investigation, adjustment, repair and/or replacement, the Grantee shall provide all affected Subscribers, on request, estimated time of completion of the adjustment, repairs and replacement being performed, as well as summaries of the current problem diagnosis and an explanation of services being performed by Grantee to reinstate service. Grantee shall equip its trained representatives performing such services with mobile telephones, radios or other appropriate communication devices and such trained representatives shall keep the Grantee's representatives receiving Subscriber telephone inquiries and complaints apprised, in a timely manner, of the status of such adjustment, repairs and replacement being performed, as well as summaries of the current problem diagnosis and an explanation of services being performed by Grantee's trained representatives to reinstate service.

- f. If there is a Service Interruption for two (2) consecutive hours or more, the affected Subscribers shall receive a pro-rata reduction of charges, provided that the Grantee has been notified of the outage within a reasonable time of discovery thereof. The Service Interruption must be caused by failure of the Grantee's equipment and not by any third party in order to qualify for the credit. No credit will be given if the Service Interruption is caused by any of the Subscriber's equipment or any action taken with respect to the Grantee's equipment by someone other than the Grantee's employees, servants, agents, contractors and representatives.
- g. The Grantee shall establish procedures for billing and for receiving, acting upon, and resolving Subscriber complaints expeditiously. The Grantee shall furnish a copy of such procedures to each Subscriber at the time of initial subscription to the Cable System, at least annually thereafter, and at any time upon request.
- h. The Grantee shall keep a maintenance service log, which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the date and time thereof. A record of each complaint entered into this log shall be maintained in accordance with applicable law.
- i. The Franchising Authority by resolution may designate a Cable Communications Administrator who will have the primary responsibility of implementing complaint procedures and hearing Subscriber complaints not resolved directly by the Company. The Franchising Authority may establish a citizens' committee by resolution to hear and resolve Subscriber complaints (**the "Cable Communications Advisory Committee"**) not resolved by the Franchising Authority and the Cable Communications Administrator. The composition, terms of office, powers and duties, and rules of order of said committee will be determined by the Franchising Authority in accordance with applicable local, state and federal laws and regulations. One or more representatives of the Company shall confer and meet with the Cable Communications Advisory Committee on the request of the Cable Communications Advisory Committee.
- j. In the event that a Subscriber complaint is not resolved to the mutual satisfaction of the Subscriber or the Grantee, either the Subscriber or the Grantee may request that the matter be presented to the Cable Communications Administrator (if one has been designated) or the Cable Communications Advisory Committee, if established, for resolution. Any resolution determined by the Administrator or the Committee shall be advisory

only, and shall be recommended to the parties for implementation. The Grantee and its representatives shall in all events cooperate with and attend reasonably scheduled meetings of the Cable Communications Advisory Committee and the Cable Communications Administrator. The Administrator, the Committee or the Subscriber may inform the Franchising Authority of any event or circumstance that is believed to be in noncompliance with the terms of this Franchise.

- k. The Grantee shall provide written information to each Subscriber on each of the following areas at the time of installation of service, at least annually, and at any time upon request:
 - 1. Products and services offered;
 - 2. Prices and options for programming services and conditions of subscription to programming and other services;
 - 3. Installation and service maintenance and repair policies (including the right of a Subscriber to request a credit on the Subscriber's account in the event of a Service Interruption);
 - 4. Instructions on how to use the Cable Service; and
 - 5. Channel positions programming carried on the Cable System.
 - l. The Grantee shall notify Subscribers of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by subsections 3.12 f. and 3.12 j. above.
 - m. Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic and Premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
 - n. Refund checks will be issued promptly, but no later than either:
 - 1. the Subscriber's next billing cycle following resolution of the request or sixty (60) days, whichever is earlier, or
 - 2. the return of the equipment supplied by the Grantee if Cable Service is terminated.
 - o. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- 3.12 Itemization of Subscriber Bills; Pass Through of Costs. Grantee shall at all times have the right to pass through to Subscribers and other users of the Cable System all direct and related expenses required by this Franchise, to the extent such costs may permissibly be passed through pursuant to governing federal law or regulation, and to itemize on Subscriber or other user bills those costs or fees set forth in Section 622(c) of the Communications Act, 47 U.S.C. Section 542 (c).

SECTION 4
Access Channels

- 4.1 Access Channels. Grantee shall provide to Franchising Authority one (1) downstream access channel on the Cable System which Franchising Authority may elect to use, in whole or in part, for non-commercial educational and/or governmental access use to provide video programming
- 4.2 Fallow Time.
- a. Within thirty (30) days after the grant of the Franchise, the Franchising Authority shall prescribe rules and regulations regarding the Grantee's use of fallow time on the access channel in accordance with this Section 4.2. If the Franchising Authority fails to prescribe such rules and regulations within thirty (30) days after the grant of the Franchise herein, the provisions of this Section 4.2 shall govern the Grantee's use of fallow time on the access channel.
 - b. If any unused time (fallow time) exists on the access channel and the Grantee or any affiliate of the Grantee desires to distribute any service over such channel during such unused time, the Grantee shall so notify Franchising Authority in writing. The access channel, or access channel time, shall be deemed unused only if the access channel or access channel time has not been used for the purposes described in Section 4.1 hereof during the thirty (30) day period immediately preceding the date of the notice described in the foregoing sentence. The Grantee's notice to Franchising Authority shall describe Grantee's or its affiliate's plans for use of the access channel. The Grantee or its affiliate may commence the distribution of the planned service over the access channel(s) at the end of the thirtieth (30th) day after receipt of such notice, unless the Franchising Authority authorizes a shorter period or unless within such thirty (30) day period the Franchising Authority notifies the Grantee in writing that the Franchising Authority does not consent to the planned use of the access channel because such channel will be used for the purposes described in Section 4.1. In the event that the Grantee or its affiliate is using the access channel or access channel time pursuant to this Section 4.2, the Grantee or its affiliate shall relinquish such no earlier than sixty (60) days following Franchising Authority's written request for same, consistent with any rules and regulations established by the Franchising Authority.
- 4.3 Access Support. The Grantee shall, on the Franchising Authority's written request, provide reasonable staff support, not to include production personnel, through its existing personnel as necessary to train interested employees of the educational system and the Franchising Authority in the use of access channel equipment and production of educational and governmental programming throughout the term of this Franchise.
- 4.4 Noncompetition with Grantee. The Franchising Authority shall not use its designated access channel to provide commercial or revenue-generating services that may compete, directly or indirectly, with services provided by the Grantee; provided, however, that the Franchising Authority might cablecast acknowledgments of funding sources and the underwriting of programming costs.

SECTION 5
Community Services

5.1 Schools and Franchising Authority Facilities.

a. Cable Service. The Grantee at its own expense and upon written request of the Franchising Authority, agrees to provide and maintain one connection for basic cable service to each public and private elementary and secondary school, and to the public libraries, fire stations, sheriff's offices and Franchising Authority's administration facilities listed in Exhibit A and located within two hundred (200) feet of the Grantee's distribution plant. The Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by the Grantee and such institution. The Grantee shall not be required to bear the expense or cost of any installation beyond a 200-foot service drop. Any additional costs shall be borne by the requesting institution or location on a time and materials basis.

b. Internet Access. In areas of the County where the Grantee provides Internet access, the Grantee at its own expense and upon written request of the Franchising Authority will provide use of one cable modem and maintain one connection for Internet access to one computer terminal in each public and private elementary and secondary school within the corporate limits of the Franchising Authority (listed in Exhibit A) and within 200 feet of the cable system's distribution plant. The Grantee will not be required to bear the expense or cost of any installation beyond a 200-foot service drop. Any additional costs will be borne by the requesting school or library on a time and materials basis. All such schools and libraries receiving such service will enter into the Grantee's standard installation agreement. The Franchising Authority agrees that such institutions will not internally network the Grantee's connection to another computer or terminal, but in the event such schools wish to create an internal network, the institutions may contact the Grantee for a proposal to provide such networking.

5.2 Emergency Alert System. The Grantee will comply with the FCC's Emergency Alert System requirements throughout the term of this Franchise to the extent it is required to by applicable law. In the case of any emergency or disaster, the Grantee shall, upon the request of the County Administrator, make available, free of charge, the Cable System to the County for emergency use during the emergency or disaster period.

SECTION 6
Regulation by Franchising Authority; Franchise Fees

6.1.1 Rates and Charges. The Grantee shall be controlled by and shall observe all provisions of any federal or state laws and regulations, which now or hereafter apply to rates and charges to Subscribers. The Grantee may regulate rates and charges to Subscribers within the Service Area as allowed by applicable law.

6.2 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed more than one hundred twenty (120) days from date of notification to the Franchising Authority, if such notification is accompanied by information required by FCC regulations. The Grantee shall use its best efforts to assist in the provision of relevant financial and technical information to the Franchising Authority with respect to the proposed

transferee. No such consent shall be required, however, 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 in order to secure indebtedness. Corporate reorganizations which do not change the ultimate controlling entity and interfamilial transactions are not considered transfers of control for purposes of this provision.

- 6.3 Franchise Fee. The Grantee shall pay to the County, in consideration of the granting of the Franchise to use the public ways for the operation of a cable television system, five (5) percent of its annual Gross Revenues during the period of its operation under the Franchise.

Notwithstanding the preceding paragraph, in the event of any amendment or change in the current Federal Law which provides for limitations on the maximum franchise fee that franchising authorities may impose, the parties hereto agree that either the Franchise Authority or the cable company may request renegotiation of the franchise fee specified herein, and both parties agree to negotiate in good faith to establish a reasonable franchise fee, taking into consideration the then current circumstances, prevailing economic circumstances, other factors, and prevailing fees within the cable television industry.

- 6.4 When Payable, Annual Report of Subscriber Revenues; Penalty for Underestimates. Payments of the Franchise fee imposed by Section 6.3 shall be quarterly and made within forty-five (45) days after the expiration of each calendar quarter. Such payments will be estimated payments and the Grantee will submit an annual reconciliation to the Franchising Authority within 45 days of the close of each year of the franchise term. The Grantee shall also file, within forty-five (45) days following the conclusion of the calendar year, an annual report for the Cable System showing Subscriber revenues from each category of service, clearly showing the yearly total Gross Revenues, broken down on a quarterly basis. Such annual report will be prepared and audited at Grantee's expense by a certified public accountant acceptable to the Franchising Authority. For each and every fiscal quarter that the Grantee's Gross Revenue estimates fall twenty (20) percent or more below actual receipts, a penalty of fifteen (15) percent shall be imposed on the amount by which the actual revenue exceeded the estimate. The additional fees due and the penalty, if any, shall be paid upon the filing of the annual report.

- 6.5 Verification. Franchising Authority shall have the right to inspect, upon two (2) weeks written notice, during normal business hours at the Grantee's office such books, records and financial statements as reasonably necessary to monitor compliance with this Section 6. Grantee shall provide copies of such books, records and financial statements to the Franchising Authority, upon written request of the Franchising Authority, and the Franchising Authority shall pay Grantee's reasonable copying expenses therefore.

- 6.6 Audit of Grantee's Records and Recomputation of Amount Due. The Franchising Authority shall have the right to inspect the Grantee's income records, the right of audit and the recomputation of any amounts determined to be payable under this Section 6; provided, however, that such audit shall take place within twelve (12) months following the close of each of the Grantee's fiscal years. Such audit shall be conducted by an independent Certified Public Accountant of the Franchising Authority's own choosing. 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 Franchising Authority as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the Franchising Authority, 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 five percent (5%).

- 6.7 Penalty and Interest on Delinquencies. In the event that any franchise payment or recomputed amount is not made on or before the applicable dates specified in this division, there shall be assessed a penalty of five percent (5%) of the amount due and interest shall be charged from such due date at the annual rate of eight percent (8%).

SECTION 7

Insurance and Indemnification

- 7.1 Insurance Requirements. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of \$3,000,000 combined single limit for bodily injury, and property damage. Said insurance shall list the Franchising Authority as an additional named insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. Grantee shall additionally maintain Automotive Liability Insurance in the amount of \$1,000,000. Grantee shall provide a current Certificate of Insurance to the Franchising Authority verifying coverage, listing the Franchising Authority as an additional insured and requiring thirty (30) days notice to the Franchising Authority of cancellation.
- 7.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, 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, judgements, 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 Franchising Authority shall give Grantee timely 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. In the event any such claim arises, the Franchising Authority shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Franchising Authority shall cooperate fully herein. If Franchising Authority determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Franchising Authority. Grantee will not be required to indemnify the Franchising Authority for the negligent acts of the Franchising Authority or its officials, boards, commissions, 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 Franchising Authority will be responsible for any acts by the Franchising Authority, including actions involving Franchising Authority's use of the access channels or the emergency alert system.

- 7.3 Performance Bond. 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 \$40,000. The Bond shall be issued by a surety licensed to do business in the Commonwealth of Virginia with an "A" 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 this Franchise.

SECTION 8

Compliance and Monitoring

- 8.18 Testing for Compliance. The Grantee shall maintain the cable system so that it meets all FCC technical standards. Grantee shall comply with testing that may be required under FCC regulations. In addition, the Franchising Authority at its own expense may perform similar technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereto not to be less than five (5) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the cost of such testing shall be borne by the Grantee. Except in emergency, the Franchising Authority agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

Books and Records. The Grantee agrees that the Franchising Authority may review such of its books and records, during normal business hours, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, to the extent provided by law.

SECTION 9

Enforcement and Termination of Franchise

- 9.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged noncompliance. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation.
- 9.2 Grantee's Right to Cure or Respond. Grantee shall have twenty-one (21) days from receipt of the notice described in Section 9.1 (a) to respond to the Franchising Authority contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the twenty-one (21) day period, to initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. Grantee may, within ten (10) business days of receipt of notice, notify the Franchising Authority that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the Franchising Authority shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

9.3 Public Hearing. In the event that Grantee fails to respond to the notice described in Section 9.1 pursuant to the procedures set forth in Section 9.2, or in the event that the alleged default is not remedied within thirty (30) days after the Grantee is notified of the alleged default pursuant to 9.1, the Franchising Authority shall schedule a private meeting with the Franchise Authority Administrator and the Grantee to investigate the default. If the alleged default is not remedied within thirty (30) days after the private meeting is held with Grantee, the Franchising Authority shall hear Grantee's dispute at a regularly or specially scheduled meeting. The Franchising Authority shall notify the Grantee of the time and place of such meeting and provide the Grantee with an opportunity to be heard at said meeting. The Grantee shall have the right to cross-examine witnesses. The Franchising Authority shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration. If after hearing the dispute the claim is upheld by the Franchising Authority, Grantee shall have ten (10) business days from such a determination to remedy the violation or failure. The time for Grantee to correct any alleged violation shall be extended by the Franchising Authority if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law.

9.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

- a. Commence an action of law for monetary damages or seek other equitable relief;
- b. In the case of a substantial default of a material provision of the Franchise, initiate proceedings pursuant to Section 9.5 seeking to declare the Franchise Agreement to be revoked; or
- c. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

The Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the Franchising Authority to enforce prompt compliance.

9.5 Revocation Procedures In the event that the Franchising Authority determines that the Grantee has violated any material provision of the Franchise, or any material applicable federal, state or local law, the Franchising Authority may make a written demand on the Grantee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Franchising Authority shall determine whether or not such violation, breach, failure, refusal or neglect by the Grantee is due to acts of God or other causes which result from circumstances beyond the Grantee's control. Such determination shall not unreasonably be withheld.

- a. A public hearing shall be held and the Grantee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall

affirmatively recite the causes that need to be shown by the Franchising Authority to support a revocation.

- b. If notice is given and, at the Grantee's option, after a full public proceeding is held, the Franchising Authority determines there is a violation, breach, failure, refusal or neglect by the Grantee, the Franchising Authority shall direct the Grantee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as the Franchising Authority may direct.
- c. If after a public hearing it is determined that the Grantee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified the Franchising Authority in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond the Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.
- d. If, after notice is given and, at the Grantee's option, a full public proceeding is held, the Franchising Authority determines there was a violation, breach, failure, refusal or neglect, then the Franchising Authority may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Franchising Authority may fix, such period not to be less than thirty (30) days.
- e. If the Franchising Authority, after notice is given and, at Grantee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or any other remedy, legal or equitable. Grantee may continue to operate the system until all legal appeals procedures have been exhausted.

Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

9.6 Acts of God. The Grantee shall not be held in default or noncompliance with the provisions of the Franchise nor suffer any enforcement or penalty relating thereto, when such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

9.7 Assessment of Liquidated Damages.

- a. Notwithstanding any other remedy provided for in this Ordinance or otherwise available under law, the Franchising Authority shall have in addition the power to recover monetary amounts from Grantee under certain conditions, such monetary amounts being in the nature of liquidated damages, provided the Franchising Authority first complies with the notice requirements of subsection c of this section.
- b. By acceptance of the Franchise, Grantee understands and agrees that failure to comply with any time and performance requirements as stipulated in this Ordinance will result in damage to the Franchising Authority, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay

or nonperformance. The Grantee further agrees that this Franchise includes provisions for liquidated damages to be paid by the Grantee in amounts set forth herein and chargeable to the Bond for the following:

(i) Failure to provide documents, reports or information requested under the provisions of this Ordinance - \$50 per day, or part of a day, that each violation occurs or continues.

(ii) Failure to comply with operational, maintenance, service or technical standards (including but not limited to the Subscriber Service Standards set forth in Section 3.11) - \$150 per day or part of a day, that each violation occurs or continues.

(iii) Failure to test the performance of the Cable System in conformity with Section 8.1 of this Ordinance - \$50 per day or part of a day, that each violation occurs or continues.

c. If the County Administrator concludes that the Grantee is in fact liable for liquidated damages pursuant to this section, he shall issue to the Grantee by registered or certified mail a notice of intention to assess liquidated damages. The notice of intention to assess shall set forth the basis of the assessment and shall inform the Grantee that liquidated damages will be assessed from the date of the notice of intention to assess unless the assessment notice is appealed for hearing before the Board of Supervisors and the Board of Supervisors rules that the violation has been corrected or that an extension of time or other relief should be granted. If Grantee desires a hearing before the Board of Supervisors it shall send a written notice of appeal by registered or certified mail to the County Administrator within ten (10) days of the date of the notice of intention to assess liquidated damages. The hearing on the Grantee's appeal shall be held within 30 days of the date of the notice of intention to assess liquidated damages. After the hearing, if the Board of Supervisors sustains in whole or in part the County Administrator's assessment of liquidated damages, the County Administrator may at any time thereafter draw upon the Bond required by Section 7.3. Unless the Board of Supervisors indicates to the contrary, the liquidated damages shall be assessed beginning on the date of the notice of intention to assess and continuing thereafter until such time as the violation ceases, as determined by the County Administrator in his sole discretion.

9.8 Termination Generally.

a. In addition to all the rights and powers reserved to the County, the Board of Supervisors reserves as an additional power the right to terminate the Franchise and all rights and privileges of Grantee in any of the following events or for any of the following reasons:

1. The Grantee becomes insolvent, unable or unwilling to pay its just debts or is adjudged a bankrupt, or fails to operate the Cable System in the County.
2. The Grantee attempts to or does practice any fraud upon the Franchising Authority or Subscribers.

b. If the Board of Supervisors terminates the Franchise under Section 9.8 a. 1. above, the Franchising Authority may at its option purchase the assets of the Cable System at a cost not to exceed depreciated value. In the event the Franchising Authority exercises its option to purchase the assets of the Cable System, it shall give the Grantee written notice of its intent to do so. The Grantee shall, within seven (7) days of receipt of such notice, enter into bona fide

negotiations with the Franchising Authority for the purpose of consummating the transaction at the earliest possible time. In the event the Franchising Authority elects to purchase the Cable System and the depreciated value cannot be agreed upon, the final price shall be determined by the Circuit Court of Dinwiddie County, Virginia. Upon payment of the purchase price by the Franchising Authority, the Grantee shall immediately transfer to the Franchising Authority possession and title to all facilities and property, real and personal, related to the Cable System, free from any and all liens and encumbrances not agreed to be assumed by the Franchising Authority in lieu of some portion of the purchase price. The Franchising Authority shall have the right and power to assign its purchase rights to a successor grantee selected by the Franchising Authority in a manner not inconsistent with the provisions of this chapter. Until such time as the Grantee transfers to the Franchising Authority or to a new grantee possession and title to all assets, real and personal, related to the Cable System, the Grantee shall, as trustee for its successor in interest, continue to operate the Cable System under the terms and conditions of this Ordinance. During such interim period, the Grantee shall not sell any of the system assets nor shall the Grantee may any physical, material, administrative or operational change that would tend to degrade the quality of service to subscribers, decrease income produced by the Cable System or materially increase expenses without the express permission, in writing, of the Franchising Authority or its assignee. The Franchising Authority shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

SECTION 10
Miscellaneous Provisions

- 10.1 Removal or Damage of Facilities in Case of Fire or Other Disaster. Whenever, in case of fire or other disaster, it becomes necessary, in the judgment of the Dinwiddie County Director of Public Safety, to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the Franchising Authority for restoration and repair.
- 10.2 Minimum Channel Capacity. The Cable System shall have the capability to operate with at least thirty-five (35) channels. Programming on all channels will not be required. Within twelve (12) months of the effective date of this Franchise, Grantee shall upgrade the Cable System within the Service Area to a minimum of 750 MHz with a minimum channel capacity of 80 channels.
- 10.3 Two-way Service. The Grantee's Cable System shall be designed with capabilities of being expanded to provide two-way service as appropriate.
- 10.4
- a. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against subscribers on the basis of race, color, religion, national origin, sex, or age. Grantee shall comply at all times with all other applicable federal, state and Franchising Authority laws, and all executive and administrative orders relating to nondiscrimination. Grantee shall adhere to the equal employment opportunity requirements of the FCC.
- b. Subscriber Privacy. Grantee shall comply with all privacy provisions of Section 631 of the Communications Act, 47 U.S.C. Section 551, as amended.
- 10.5 Actions of Franchising Authority. If any action by the Franchising Authority or representative thereof is mandated or permitted under the terms hereof, such party shall act in a responsible, expeditious and timely manner.

Furthermore, in the instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

- 10.6 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepared, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to the Franchising Authority shall be addressed as follows:

Dinwiddie County
Pamplin Administration Building
14016 Boydton Plank Road
P. O. Drawer 70
Dinwiddie Va 23841

The notices or responses to the Grantee shall be addressed as follows:

Adelphia Communications Corporation
One North Main Street
Coudersport, PA 16915
Attention: Legal Department

With a copy to:

Adelphia Cable Communications
Attention: General Manager
PO Box 710
1711 Seymour Drive
South Boston, Va 25592

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

- 10.7 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- 10.8 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or any renewal or renewals thereof.
- 10.9 Acceptance. The Franchising Authority by virtue of the signatures on this Ordinance and the Grantee by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this ordinance, together forming a mutually binding contractual agreement; which cannot be amended without writing executed by both parties.
- 10.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Ordinance.

Passed and adopted this ___ day of _____, 2001, subject to applicable federal, state and local law.

COUNTY OF DINWIDDIE

By: _____

Title: _____

Accepted this ___ day of _____ 2001 subject to applicable federal, state and local law.

ADELPHIA CABLE

By: _____

Title: _____

Mr. Moody stated the Public Hearing has already been held and called for a motion.

Upon Motion of Mr. Bracey, Seconded by Mr. Haraway, Mr. Bowman, Mr. Clay, Mr. Bracey, Mr. Moody voting "Aye", Mr. Haraway "Abstaining",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia that the foregoing ordinance to amend and replace Chapter 7 of the Dinwiddie County Code and granting a Television Franchise and the right to erect, install, maintain and operate a cable television system within Dinwiddie County, Virginia to SVHH Cable Acquisitions, LP. D/B/A Adelphia Cable Communications, providing for the regulation and administration of the franchise and activities undertaken pursuant thereto and repealing any ordinances inconsistent therewith is hereby adopted and re-ordained.

IN RE: PUBLIC HEARING A-01-4 -- EXTENSION OF DUE DATE FOR 2001 TAXES

This being the time and place as advertised in the Dinwiddie Monitor on July 18, 2001 and July 25, 2001, for the Board of Supervisors of Dinwiddie County, Virginia to conduct a Public Hearing to receive public comments regarding changing the due date for the collection of 2001 taxes. Section 19-2 of the Code of Dinwiddie County will be amended to establish June 19, 2001 as the due date for the first installment of 2001 taxes and December 5, 2001 shall be the due date for the second installment of 2001 taxes on the real estate, tangible personal property, and machinery and tools.

Mr. Moody opened the Public Hearing. No one had any comments and he closed the Public Hearing.

Upon motion of Mr. Bracey, seconded by Mr. Bowman, Mr. Bowman, Mr. Haraway, Mr. Clay, Mr. Bracey, Mr. Moody voting "aye",

BE IT ORDAINED, by the Board of Supervisors Section 19-2 of the Code of the County of Dinwiddie, Virginia is amended and re-ordained, with the changes, as follows:

By deleting the current text of Section 19-2 and adopting in its place the following:

I. Section 19-2; Due Date for Taxes on Real Estate, Tangible Personal Property and Machinery and Tools; Penalty and Interest on Delinquencies.

- (a) For each taxable year, County taxes on real estate, tangible personal property, and machinery and tools shall be paid, by or on behalf of persons owing such taxes, in two (2) equal installments. One installment shall be due and payable on or before the 5th of June of the taxable year except that for the 2001 tax year only this date shall be the 19TH day of June 2001, and the second or remaining installment shall be due and payable on or before the 5th day of December of the taxable year. If any such date shall fall on a day when the County's administrative offices are closed, all such taxes due on such date shall be due and payable on the first business day thereafter.
- (b) If taxes referred to in subsection (a) above are not paid on or before the due date prescribed in such subsection, there shall be added thereto a penalty in the amount of ten (10) percent of the taxes due. In addition to the penalty provided herein, any such taxes that remain unpaid on the first day of the next following month in which such taxes become due shall be delinquent and interest thereon of ten (10) percent per annum shall be added to the amount of taxes or levies due from such taxpayer, which when collected by the Treasurer, shall be accounted for in his settlement. Furthermore, the County may recover reasonable attorney's or collection agency's fees, which shall not exceed twenty percent of the delinquent tax bill upon nonpayment, incurred in collecting the taxes referred to in above subsection (a); provided however that attorney's fees shall be added only if such delinquency is collected by an action at law or suit in equity.

This ordinance shall be effective immediately.

CROSS REFERENCE - Payment of Vehicle Personal Property Taxes
Prerequisite to Licensing of Vehicle, Section 14-22.

STATE LAW REFERENCE - Authority for above section, Code of Virginia,
Section 58.1-3916.

**IN RE: PUBLIC HEARING – P-01-4 – REZONING REQUEST -
MARGARET LEWIS**

This being the time and place as advertised in the Dinwiddie Monitor on July 18, 2001 and July 25, 2001, for the Board of Supervisors of Dinwiddie County, Virginia to conduct a Public Hearing to receive public comment on a rezoning application submitted by Margaret Lewis seeking to rezone tax map/parcel 45-65A containing 1.0 acres from Agricultural, General, A-2, to Business, General, B-2.

Mr. Scheid read excerpts from the following Summary Staff Report on P-01-04.

Planning Staff Report

File: P-01-4
Applicant: Margaret Lewis
Property Address: 12916 Boydton Plank Road Dinwiddie, VA 23841
Acreage: 1.0 ±

Tax Map Parcel: 45-65A
Zoning: Agricultural, General, A-2 district
Water Source: On-Site
Sewer Disposal: On-Site

EXECUTIVE SUMMARY

The applicant, Margaret Lewis, is seeking a rezoning of the property from Agricultural, General, A-2, to Business, General, B-2. The applicant is requesting the rezoning for the purpose of reestablishing the business and to supplement necessary income to provide for the family. An automobile paint and body repair shop has previously operated in the building. The applicant would like to operate an automotive and truck repair shop to include a paint shop.

The Commissioner of the Revenue identifies the property as tax map parcel 45-65A. The property is located at 12916 Boydton Plank Road Dinwiddie, VA 23841 and is situated north of Maple Street on Boydton Plank Road (U.S. 1).

As required under Section 22-23 of the Code of the County of Dinwiddie, the enclosed information is forwarded for your consideration.

1. rezoning application with zoning disclosure affidavit;
2. adjacent property owner list;
3. plat showing property;
4. zoning classification map and
5. general location map

BACKGROUND INFORMATION & ANALYSIS

The property is located on the west side of Boydton Plank Road. The building is designed to presently accommodate one (1) business. The building originally was built in the 1950's as an automotive repair shop both as a part-time and full-time operation. The building was used as an automotive body repair and paint shop in the 1980's and early 1990's. That operation ceased in the early 1990's. The building was reopened in 1997 as a small thrift shop trading as "Big Bargains, Little Bucks". This business ceased in 1999.

Staff is unclear how the applicant was permitted to operate a paint shop in an A-2 district in the 1980's. The rezoning request is brought about because the paint shop ceased operation in the early 1990's for a period of twelve months or greater. The period of inactivity eliminated its non-conforming status and requires the applicant to meet the zoning regulations set forth today.

The applicant plans to open an automotive and truck repair shop to include small body repair and painting. A building official to insure building code compliance prior to issuing a business license will inspect the building.

Staff has the following concerns:

1. Adequate parking
2. Proper storage and screening of vehicles stored on the property
3. Hours of operation
4. Buffering and landscaping
5. Commercial entrance onto Boydton Plank Road and
6. The different uses permitted in B-2.

These are some concerns that have not been fully addressed by the applicant, but staff feels that most of the aforementioned concerns can be addressed through the zoning ordinance.

The property is located within the **Community Planning Area**, as designated by the Dinwiddie County Comprehensive Plan. Brief outlines of the applicable strategies for this planning area follow:

Community Planning Area (approximately 19,300 acres; 6 % of the County)

- expected to accommodate 25% to 30% of future residential development;
- expected to accommodate 15% of future commercial and industrial development;
- well and septic fields are permitted with reserve field on site;
- commercial and industrial development density will be generally limited to a floor area ratio of 0.3;
- commercial and industrial uses should have direct access to primary roads; and
- basic facilities such as roads, utilities, recreation and drainage facilities are to be provided by the developer

There are several businesses located in the area around the proposed rezoning. Similar business, B-2 zoning is located on the east side of Boydton Plank Road adjacent to the applicant's property.

The applicant has been made aware of the required off street parking in accordance with County Code Section 22-237 along with other applicable zoning requirements. The applicant must provide screening of vehicles left on the property.

RECOMMENDATION

Staff recommends APPROVAL of P-01-4 in changing the district classification of a 1.0 ± acre tract further identified as Tax Map Parcel # 45-65A from Agricultural, General, A-2 to Business, General, B-2.

Mr. Moody opened P-01-4 for public comments.

No one spoke in support or opposition to P-01-4. Mr. Moody closed the Public Hearing.

Mr. Clay moved that rezoning case P-01-4 be approved; and,

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A)(7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice.

Seconded by Mr. Haraway, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye",

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the rezoning request P-01-4 submitted by Margaret Lewis, as stated above, is hereby approved with the conditions recommended by the Planning Commission.

IN RE: RECESS

Mr. Moody called for a recess at 8:45 P.M. The meeting reconvened at 8:56 P.M.

IN RE: PUBLIC HEARING – P-01-5 – REZONING REQUEST - ROSLYN FARM CORPORTION

This being the time and place as advertised in the Dinwiddie Monitor on July 18, 2001 and July 25, 2001, for the Board of Supervisors of Dinwiddie County, Virginia to conduct a Public Hearing to receive public comment on a rezoning application submitted by Roslyn Farm Corporation, is seeking to change

the district classification of Tax Map/Parcel 21 (7) 7 containing 20 acres from Agricultural, General A-2 to Industrial, Limited M-1.

Mr. Scheid read excerpts from the following Summary Staff Report on P-01-05.

Planning Staff Report

File: P-01-5

Applicant: Roslyn Farm Corporation

Property Address: Vacant Land Parcel Fronting Hofheimer Way

Magisterial District: Rohoic

Acreage: 20.25 Acres

Tax Map Parcel: 21(7)7

Zoning: Agricultural, general, A-2

Water Source: Public

Sewer Disposal: On site (public lines in area)

EXECUTIVE SUMMARY

The applicant, Roslyn Farm Corporation, is seeking to change the district classification of Tax Map/Parcel 21(7)7 containing 20 acres from Agricultural, General A-2 to Industrial, Limited M-1. The property is located on the north side of Hofheimer Way approximately ½ mile west of Boydton Plank Road (Rt. 1). Generally, the infrastructure needed to support intensive commercial and/or industrial land usage in this area is in-place. This area has been included in the enterprise zone and the comprehensive land use plan identifies this area within the urbanizing area.

The following is a listing of the information enclosed:

1. rezoning application;
2. adjacent property owner list;
3. enterprise zone map;
4. lot layout schematic;
5. County zoning map for area; and
6. Water / sewer line data.

Staff recommends approval of the request for rezoning case P-01-5.

BACKGROUND

The parcel under consideration for rezoning is located in the north eastern portion of the County where significant land use changes have occurred. Several rezoning cases have been approved by the Board of Supervisors for land parcels in the immediate vicinity of this property (P-90-9, P-91-7, P-93-1, P-95-4 and P-00-2). The rezoning cases have involved changing the district classification of lands from agricultural to commercial and industrial classifications of land.

A major change in land use in this area occurred approximately 3 ½ years ago when Chaparral Steel Company chose to locate in Dinwiddie County. The County Comprehensive Land Use Plan and the County Zoning Ordinance were amended to facilitate the location of the Steel company. A new zoning district was created (Planned Industrial Development) and the comprehensive land use plan changed to reflect more intensive land uses in this area.

As an incentive to locating Chaparral Steel in the County, an economic development enterprise zone was created. This action occurred in December 1997 as a collective effort between the State, Dinwiddie County and the City of Petersburg. One of the purposes of the zone is to encourage the location and/or relocation of commercial and industrial ventures within the area. Another purpose is to encourage the reuse, upgrade, expansion, etc. of existing buildings within the zone to improve the employment opportunities for local citizens and enhance the local tax base. The land under review is contained within the enterprise zone.

In order to access the Chaparral Steel Site and enhance the enterprise zone, the State and the County of Dinwiddie entered into an agreement to construct Hofheimer Way. This road has been completed and will serve this area for future commercial and industrial development. The site under consideration for rezoning fronts onto Hofheimer Way and has adequate sight distance to allow industrial development of the property.

In order to supply the water needs of Chaparral Steel, the Dinwiddie County Water Authority has built a water tower to supply water to the area. Water lines are available to all structures in the area as well as fire protection from the fire hydrants located along the water lines. Water lines have been stubbed under Hofheimer Way to allow development on the north side of the road. Also, sewer lines have been installed in the area and additional lines are under review for construction. These lines have been constructed to standards that will be adequate to serve industrial and commercial needs.

ANALYSIS

There are several matters that the Planning Commission may wish to review in order to reach a recommendation to the Board of Supervisors. The order of the issues listed is not intended as a priority listing.

The Comprehensive Land Use Plan indicates this area is within an Urban Planning Area. This area is expected to:

1. accommodate 65% to 75% of future residential development;
2. be a primary area for public facilities, water and sewer extensions and major transportation improvements;
3. have public water and sewer lines extended in the planning area;
4. accommodate 80% of future industrial and commercial development;
5. provide adequate buffers (i.e. vegetation or fencing) between different land uses; and
6. have basic facilities such as roads, utilities, recreation and drainage facilities provided by the developer.

In Chapter 2 of the Comprehensive Land Use Plan, there are several Policies, Goals and Objectives that appear to address this request. Policy statement 3 states "maintain and enhance the County's ability to coordinate a balanced land-use program among various types of residential, commercial and industrial interests by encouraging development within areas defined as growth centers and/or growth corridors." Policy statement 5 states "provide and maintain needed community facilities and services in a cost-efficient manner."

Under Economic Development, Goal 1 states "Strengthen the economic base of the County through broad-based industrial development". Objective (a) states "Ensure that sufficient land and infrastructure exists or can be provided to promote industrial and commercial development". And paragraph (b) states "Locate all industries in areas served, or to be served, by public water and sewer facilities, such as industrial parks". Goal 2 states that commercial developments should be encouraged to cluster in various areas of the County designated for business uses.

The Code of Virginia, Chapter 22, Article 7, addresses issues involving Zoning ordinances / maps and their amendment. A few of the sections within the Article deal with rezoning matters as they relate to the reasonableness of the rezoning application and the considerations to be given by the governing body when deciding upon the application. As

previously mentioned, the property is adjacent to properties fronting on Hofheimer Way that are zoned M-1 (limited industrial), M-2C (general industrial with conditional use permit), and A-2 (general agricultural). Adjacency is always relevant to the question of reasonableness in a rezoning matter. A second consideration is rezoning requests on lands in the general vicinity and their relationship to the application under review. The Roslyn Farm Corporation lands, Chaparral Steel site and the property of Robert Mayer were granted industrial zoning classifications. A third consideration relates to the changes occurring within the area and their relationship with the comprehensive land use plan. Infrastructure is a common term referred to when addressing this matter. The thought of consistent and reasonable action taken in these cases as opposed to arbitrary is a key factor.

RECOMMENDATION

In view of the above, staff recommends approval of the rezoning application P-01-5.

Planning Staff Summary Report

The applicant, Roslyn Farm Corporation, is seeking to rezone approximately 20 acres of property designated by the Commissioner of the Revenue's maps as Tax Map / Parcel 21(7)7 from Agricultural, General, A-2 to Industrial, Limited M-1. The property is located on the north side of Hofheimer Way approximately ¼ mile east of Boydton Plank Road (Route 1). Roslyn Farm Corporation has made this request for the purpose of developing this parcel of land for industrial purposes. Lands located to the north, south and east of this site are zoned for industrial purposes. The property is located within an enterprise zone. Public water is available to this site and public sewer lines are in the general vicinity. The property fronts onto a state maintained road constructed to serve industrial vehicles.

The Board of Supervisors has approved several rezoning cases for land parcels in the immediate vicinity of this property (P-90-9, P-91-7, P-93-1, P-95-4 and P-00-2). A copy of the Board's minutes for case P-90-9 is included in this matter. The Planning Commission heard this case at their July 11, 2001 public meeting. Mr. Robert Walker spoke on behalf of the applicant. No one spoke in support of or opposition to the rezoning request. A letter submitted by Pamplin Park was distributed to the Planning Commissioners in which they expressed some concern regarding screening on the property line adjacent to their land. Mr. Walker noted that he donated the land to the Park. He further stated that he would contact the Park regarding this matter. With no other discussion, the Planning Commission voted 7-0 to recommend approval of this rezoning request to the Board of Supervisors.

Ms. Sandy Marshall representing Roslyn Farm Corporation was present and stated she would answer any questions the Board or citizens had.

Mr. Moody opened P-01-5 for comments or questions.

Mrs. Geri Barefoot had the following questions and comments:

1. Why does Roslyn Farms want to rezone this land? She stated there is a 138 acre parcel of land behind this track, on Boydton Plank Road, that Petersburg issued a permit to Reuse Technology allowing them to deposit fly ash on this property 20' deep. The Rohoic Creek is a tributary of the Appomattox River and it runs through this property. Reuse is going to build a distributing warehouse on this property for this fly ash. Is this rezoning request connected?

Mr. Moody closed the public hearing.

Ms. Marshall responded that this rezoning request is a house keeping measure to get all of the property zoned the same. Continuing she commented that she was not aware that Reuse Technologies was planning to place a distribution warehouse on that property. She stated that they thought the property was already zoned the same and is the only reason for the rezoning request. This parcel will bring all of the property up to the same zoning with the exception of the Pamplin Park acreage.

Mr. Bowman moved that rezoning case P-01-5 be approved; and,

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A)(7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice.

The motion was seconded by Mr. Haraway, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye",

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the rezoning request P-01-5 submitted by Roslyn Corporation, as stated above, is hereby approved with the conditions recommended by the Planning Commission.

IN RE: AUTHORIZATION TO HIRE –TWO - CUSTODIAN POSITIONS

Upon motion of Mr. Bracey, seconded by Mr. Clay, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye", authorization is granted for Administration to hire Mr. Timothy Hendricks as Custodian I, at Grade 1, Step J, at an annual salary of \$14,687, effective August 1, 2001 and Mr. David Pryor as Custodian I, at Grade 1, Step J, at an annual salary of \$14,687, effective August 1, 2001.

IN RE: BOARD'S APPROVAL TO ESTABLISH BANK ACCOUNT FOR REVENUE RECOVERY FUNDS

Mr. Long informed the Board to continue the process of preparing for Revenue Recovery; it will be necessary to establish a bank account in the Virginia Beach area. Since our billing firm, Diversified Ambulance Billing, is located there and they are responsible for billing as well as receiving the payments and making the deposits, a local bank account needs to be established. We request authorization for the Treasurer to negotiate with a bank in the area to establish the best deal for the County.

Upon Motion of Mr. Bracey, Seconded by Mr. Clay, Mr. Bracey, Mr. Bowman, Mr. Haraway, Mr. Clay, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that authorization is granted to the Treasurer to enter into negotiations with a bank to establish an account in the Virginia Beach area for deposits and payment of bills for the Revenue Recovery funds.

IN RE: AUTHORIZATION TO PURCHASE AMBULANCE

Mr. David Jolly, Director of Public Safety, came before the Board and stated he reviewed the bids for the purchase of the ambulances. After review, the lowest bidder, Performance American Lafrance was rejected for non-compliance with our specifications, specifically the warranty requirements. The second lowest bidder was P.L Custom and after review it was determined that they met the intent of our specifications.

On Wednesday, July 25, 2001 I met with representatives from Singer Associates who bid the P.L. Custom unit. As a result of this meeting, we were able to negotiate the price down from the original bid of \$108,194 to \$105,094. Part of the reduction would be the purchase of two units instead of one as originally requested. The unit for Namozine was included in the FY 01 CIP and we received a State grant in the amount of \$48,836. The additional unit is necessary for the second twenty-four paid crew and we have received \$50,000 from John Randolph Foundation to go towards the purchase of this unit. If we elect to not purchase the second unit now we stand a great chance of additional cost increases from the manufacturer and the loss of an \$800.00 reduction for only purchasing one unit.

Mr. Jolly requested approval from the Board to purchase the two ambulances at a cost not to exceed \$105,094 per unit for a total of \$210,188 from P.L. Customs Emergency Vehicles.

Mr. Haraway questioned why the low bidder did not meet warranty specifications. He suggested that possibly the specifications were keeping companies from bidding - - maybe not require so many bells and whistles.

Upon Motion of Mr. Bracey, Seconded by Mr. Bowman, Mr. Bracey, Mr. Bowman, Mr. Clay, Mr. Moody voting "Aye", Mr. Haraway "Abstaining",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that authorization is granted to the County Administrator to enter into a contract with the lowest bidder to purchase two ambulances at a cost not to exceed \$105,094 per unit for a total of \$210,188 from P.L. Customs Emergency Vehicles.

IN RE: SCHOOL RESOURCE OFFICER – SHERIFF'S DEPARTMENT

Sheriff Samuel Shands came before the Board stating he had met with the Superintendent of Schools but he wouldn't offer any assistance with the \$10, 836 funding for the School Resource Officer's salary. He said he had found the funds in his budget for this year, but if it comes up again he will not support it 100%. The funding should be with matching funds from the School System. He stated he would come back with the categories of where to take the funds from out of his budget at a later date.

Upon Motion of Mr. Bracey, Seconded by Mr. Clay, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye", the County Administrator is authorized to sign the School Resource Officer Grant with matching funds to be provided from the FY01 budget of the Sheriff.

IN RE: DISTRICT 19 COMMUNITY SERVICES BOARD – STATE FISCAL YEAR 2002 PERFORMANCE CONTRACT

Mr. Long stated he had received a letter from Joseph Hubbard, Executive Director, District 19 requesting the Board's approval on or before September 15, 2001, for the State Fiscal Year (SFY) 2002 Performance Contract. This contract does not reflect any significant changes from the language contained in the SFY 2001 contract. The proposed contract, was approved by the District 19 Board of Directors on June 28, 2001.

Upon Motion of Mr. Haraway, Seconded by Mr. Bracey, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye", the County Administrator is authorized to sign the District 19 Community Services Board State Fiscal Year (SFY) 2002 Performance Contract.

IN RE: DOMINION VIRGINIA POWER - AGREEMENT FOR THE PROVISION OF ELECTRIC SERVICE BY

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**MUNICIPALITIES AND COUNTIES OF THE
COMMONWEALTH OF VIRGINIA**

Mr. Long stated he had received an Agreement from Dominion Virginia Power that needs to be signed for the new lower electric rates for the County. The previous Agreement, effective July 1, 1997, expired as of June 30, 2000. During this interim period, Virginia Power has been operating under the expired Agreement, except that lower rates were implemented on January 1, 2001, to reflect a tax law change effective on that date. Accordingly, the need for re-billing and refunding was avoided.

He stated that Virginia Power and the VML/VACo have concluded negotiations of the new Agreement. This Agreement is effective retroactively to July 1, 2000 through June 30, 2007. Mr. Long requested authorization to endorse the Agreement.

Upon Motion of Mr. Haraway, Seconded by Mr. Bracey, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye", the County Administrator is authorized to endorse the Agreement for the Provision of Electric Service by Municipalities and Counties of the Commonwealth of Virginia from Dominion Virginia Power.

**IN RE: DE STEFANO DESIGN GROUP – AUTHORIZATION TO
SIGN CONTRACT FOR ARCHITECT & ENGINEERING
SERVICES FOR THE PUBLIC SAFETY BUILDING**

Upon Motion of Mr. Haraway, Seconded by Mr. Bracey, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that authorization is granted to the County Administrator to sign the contract with De Stefano Design Group for architect and engineering services for an amount not to exceed \$19,875 for the Public Safety Building.

**IN RE: RESOLUTION ADOPTION FOR SOUTH CENTRAL
WASTEWATER AUTHORITY – AUTHORIZATION TO
EXECUTE AMENDMENT**

Mr. Long stated he received a request from Mr. Bill Leary with the south Central Wastewater Authority for the Board's consideration and approval. It is a resolution and the First Amendment which is the "Service Agreement" between Dinwiddie County and the South Central Wastewater Authority. This amendment allocates the additional capacity of the plant, which resulted from its re-rating, to the Incorporation Subdivisions in the same percentage as initially allocated when the agreements were executed in 1996. This re-rating includes both flow and loadings. The new allocated capacity of the plant to the participants is as follows:

Incorporating Subdivision	Allocation of Re-rated Capacity (Million Gallons Per Day)	Allocation as a Percentage/Total Capacity
Petersburg	12.08	52.5%
Colonial Heights	4.60	20.0
Chesterfield	2.30	10.0
Dinwiddie	2.30	10.0
Prince George	<u>1.72</u>	<u>7.5</u>
TOTAL	23.00	100%

Upon Motion of Mr. Bracey, Seconded by Mr. Clay, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County,

Virginia that authorization is hereby granted to the County Administrator to execute the Amendment with the South Central Wastewater Authority and the following Resolution is adopted.

**CONCURRENT RESOLUTION RELATING TO THE FIRST
AMENDMENT TO THE SERVICE AGREEMENT AMONG SOUTH
CENTRAL WASTEWATER AUTHORITY, DINWIDDIE COUNTY WATER
AUTHORITY AND THE INCORPORATING SUBDIVISIONS**

WHEREAS, the Council of the City of Petersburg, the Council of the City of Colonial Heights, the County of Prince George, the County of Dinwiddie, the County of Chesterfield, (the "Incorporating Subdivisions") Dinwiddie County Water Authority ("DCWA") entered into a service agreement, with the South Central Wastewater Authority (the "Authority") and (the "Service Authority"), to provide for, among other things, the provisions of wastewater treatment services by the Authority to the Incorporating Subdivisions, and

WHEREAS, the Service Agreements provided for the acquisition of and contemplates the expansion, improvement, operation and maintenance of wastewater treatment facilities formerly owned by the City of Petersburg, located on Pocahontas Island in the City of Petersburg and the County of Chesterfield (the "Facilities"); and

WHEREAS, the Service Agreement provides for an equitable basis for apportioning among the Incorporating Subdivisions the costs of operating, maintaining, financing, improving, and expanding the Facilities; and

WHEREAS, the Incorporating Subdivisions have determined that it is in the best interests of the Authority to amend the Service Agreement to reflect additional capacity gained by the re-rating of the Facilities from 20 million gallons per day to 23 million gallons per day;

NOW, THEREFORE, BE IT RESOLVED BY THE UNDERSIGNED GOVERNING BODIES OF THE CITY OF PETERSBURG, THE CITY OF COLONIAL HEIGHTS, THE COUNTY OF PRINCE GEORGE, THE COUNTY OF DINWIDDIE, AND THE COUNTY OF CHESTERFIELD:

1. The First Amendment to the Service Agreements by and between the Authority DCWA and the Incorporating Subdivisions (the "First Amendment"), attached hereto as Exhibit "A", is hereby approved.
2. The proper officers of the respective Cities and Counties are hereby authorized to execute and deliver the First Amendment.
3. This Resolution shall take effect immediately.

**IN RE: REQUEST FOR PROPOSAL TO LOCATE A NEW RADIO
STATION IN DINWIDDIE COUNTY**

Mr. Long said Mr. Gordon Finney contacted him about petitioning the Federal Communications Commission to locate a new FM radio broadcast station in Dinwiddie County.

Mr. Long asked the Board if they were interested in pursuing this venture. He stated he would like the County Attorney to take a look at the request if they were interested. If so, he would need to respond to Mr. Finney by Friday, August 3, 2001.

Mr. Bowman stated, they contacted him and he would like to see them locate in this area. He said they could locate the tower on an existing cell tower

so they wouldn't need to construct a tower for the station. The County would also receive the revenue from the taxes for the building and equipment needed to operate the station.

After much discussion, Mr. Haraway moved to approve the request, only if the Attorney's fees to check out the request does not exceed \$1,000 and the request is legitimate.

Mr. Bowman Seconded the motion, Mr. Clay, Mr. Haraway, Mr. Bowman, voting "Aye", Mr. Bracey, Mr. Moody voting "Nay",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that authorization is granted to the County Administrator to write a letter, after the request has been reviewed by the County Attorney, to inform the Attorney's for Mr. Gordan Finney of the necessary steps to apply for a conditional use permit for the application; if approved, by the FCC to locate a FM radio station in Dinwiddie County.

IN RE: BOARD MEMBER COMMENTS

Mr. Bowman He stated he received another phone call today about the trucks on Route 226, more complaints. He said he does understand the State Laws on this, but he felt the way to solve this problem is to get our Representative to introduce a Bill requesting restrictions on 226. He requested the Board get together and take a look at Route 226 one day before a meeting to determine what we want to do. Mr. Moody stated he received a similar call also. Mr. Long stated that the Resident Engineer would have a report for the Board at their August 15, 2001 meeting.

Mr. Bracey He stated tonight when this couple brought the issue at the Middle School to us, it disturbed me that type of stuff is going on in our schools and nothing is being done about it. He commented, "what do you do about it"? A lot of money is put into it and everything is supposed to be running properly. This not only happened to this child; it has happened to several down there. Something needs to be done but I know this Board can't do anything; all we do is provide money for the school system. He stated he intended to talk to his representative Mr. Harold Walker, because it is a great concern and it 's a bad mark on Dinwiddie County for it to happen in our schools. There is no need to sugar coat it these things do happen and it does bother me. Continuing he stated he felt the rest of the Board should talk to their representatives too. Mr. Moody stated Mr. Bowman had a good motion and there definitely will be a meeting to discuss this issue.

Mr. Haraway He stated at the last meeting the Board had discussed another Resolution and he didn't see that enclosed and is that one still in the works. Mr. Long replied it would be presented at the September 5, 2001 meeting also.

Mr. Clay No comments

Mr. Moody No comments

Mr. Bracey He stated the main thing he wanted to comment on is the redistricting map he received from the Planning Department. At this point would somebody tell me or show me exactly what the Justice Department wants and what is going on. It

just seems like something that was just put together but it's put together politically. Continuing he commented after I looked at it 3 times I still couldn't get what we are trying to do. He asked if he could get someone to give him a list of the things and how much the attorney's have put into the maps, rather than just the committee and the computer. If the Planning Department is just using the computer then we don't need the committee. Mr. Bracey stated he is not happy with the present plan. Mr. Long stated the Redistricting Committee will present their proposals to the Board at the August 15, 2001 meeting.

IN RE: CLOSED SESSION

Mr. Clay moved that the Board now convene in a closed meeting to discuss matters exempt from the open meeting requirements of the Virginia Freedom of Information Act:

The purpose of the closed meeting is to discuss subject matters identified as Personnel and Industry.

- **Personnel Matters, § 2.1-344 A - 1 of the Code of Virginia,** (candidates for employment OR the assignment, appointment, promotion, performance, demotion, discipline, salaries, compensation, resignation of employees) Personnel for County Administration; Planning; Appointments.
- **Prospective Business or Industry, § 2.1-344 A.5 of the Code of Virginia**

Mr. Bracey seconded the motion. Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye" the Board moved into the Closed Meeting at 9:50 P.M.

A vote having been made and approved the meeting reconvened into Open Session at 10:15 P.M.

IN RE: CERTIFICATION

Whereas, this Board convened in a closed meeting on this date pursuant to an affirmative recorded vote in accordance with the Virginia Freedom of Information Act;

Whereas, Section 2.1-344.1 of the Code of Virginia requires a certification by the board that such closed meeting was conducted in conformity with Virginia law;

Now, therefore be it resolved that the Board hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were heard, discussed or considered in the closed meeting to which this certification applies; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting to which this certification applies.

Upon Motion of Mr. Clay, Seconded by Mr. Haraway, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody voting "Aye". This Certification Resolution was adopted.

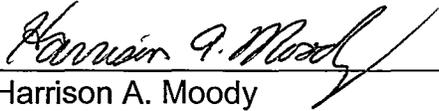
IN RE: APPOINTMENT - RC & D COUNCIL

Upon Motion of Mr. Haraway, Seconded by Mr. Clay, Mr. Bowman, Mr. Clay, Mr. Haraway, Mr. Bracey, Mr. Moody voting "Aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Daniel Lee is hereby appointed to serve on the RC& D Council, for a three-year term expiring June 30, 2004.

IN RE: ADJOURNMENT

Upon Motion of Mr. Haraway, Seconded by Mr. Clay, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, Mr. Moody, voting "Aye", the meeting adjourned at 10:15 P.M. to be continued until 11:30 P.M., August 15, 2001, in the Multi-purpose Room, to meet with the Sheriff, Commonwealth Attorney, Superintendent of Schools and the Chairman of the School Board to discuss personnel; and at 1:00 P.M. with the Sheriff to discuss the Communications Center and the School Resource Officer hire for approval.



Harrison A. Moody
Chairman



R. Martin Long
County Administrator

/abr