

VIRGINIA: AT A REGULAR MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING, DINWIDDIE, VIRGINIA ON THE 1ST DAY OF OCTOBER, 1980 AT 2:00 P.M.

PRESENT: M.I. HARGRAVE, JR., CHAIRMAN ELECTION DISTRICT #3  
A.S. CLAY, VICE-CHAIRMAN ELECTION DISTRICT #4  
G.S. BENNETT, JR. ELECTION DISTRICT #1  
G.E. ROBERTSON, JR. ELECTION DISTRICT #2  
STEVE WEBER ELECTION DISTRICT #2

L.G. ELDER  
ROY HODGES

COUNTY ATTORNEY  
DEPUTY SHERIFF

IN RE: MINUTES

Upon motion of Mr. Robertson, seconded by Mr. Weber, Mr. Robertson, Mr. Weber, Mr. Clay, Mr. Bennett, Mr. Hargrave voting "aye", the minutes of the September 17, 1980 meeting were approved as presented.

IN RE: CLAIMS

Upon motion of Mr. Clay, seconded by Mr. Bennett, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Robertson, Mr. Hargrave voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims be approved:

General Fund checks-numbering 80-1795 thru 80-1874 amounting to \$57363.06; Johnsongrass Control Fund checks-numbering JGC-80-17 thru JGC-80-18 amounting to \$109.85.

IN RE: TREASURER

Mrs. Margaret W. Lewis presented her report for the month of September, 1980.

IN RE: RESOLUTION TO BORROW \$360,000 TAX ANTICIPATION NOTES--  
BANK OF MCKENNEY

At a meeting of the Board of Supervisors of the County of Dinwiddie, Virginia, held on the 1st day of October, 1980, at which the following members were present and absent:

PRESENT: Milton I. Hargrave, Jr.  
Steve Weber  
George S. Bennett, Jr.  
Aubrey S. Clay  
George E. Robertson, Jr.

ABSENT: None

the following resolution was adopted by an affirmative roll call vote of a majority of all members of the Board of Supervisors, the ayes and nays being recorded in the minutes of the meeting, as shown below:

<u>MEMBER</u>	<u>VOTE</u>
Milton I. Hargrave, Jr.	Aye
Steve Weber	Aye
George S. Bennett, Jr.	Aye
Aubrey S. Clay	Aye
George E. Robertson, Jr.	Aye

WHEREAS, by resolution adopted on October 1, 1980, the Board of Supervisors authorized the borrowing of up to \$360,000 in anticipation of the collection of the taxes and other revenues for the calendar year beginning January 1, 1980; and authorized

and directed the County Administrator to solicit proposals to purchase notes evidencing such borrowing; and

WHEREAS, the County has accepted a proposal from the Bank of McKenney to purchase its \$360,000 Tax Anticipation Notes pursuant to the terms of the letter attached hereto as Exhibit A;

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

1. The Chairman of the Board of Supervisors and the County Administrator are hereby authorized and directed to take all proper steps to have the notes prepared and executed in accordance with the terms of the proposal of the Bank of McKenney and to deliver the notes to the Bank of McKenney upon payment therefor.

2. Such officers of the County of Dinwiddie as may be requested are hereby authorized to execute an appropriate certificate setting forth the expected use and investment of the proceeds of the notes issued pursuant hereto in order to show that such expected use and investment will not violate the provisions of Sec. 103(c) of the Internal Revenue Code of 1954, as amended, and regulations issued pursuant thereto, applicable to "arbitrage bonds." Such certificate shall be in such form as may be requested by counsel for the County.

3. This resolution shall take effect immediately.

The undersigned County Administrator of the County of Dinwiddie, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors of the County of Dinwiddie held on the 1st day of October, 1980, and of the whole thereof so far as applicable to the matters referred to in such extract.

WITNESS my hand and the seal of the County of Dinwiddie, Virginia, this 2nd day of October, 1980.

\_\_\_\_\_  
County Administrator  
County of Dinwiddie, Virginia

(SEAL)

IN RE: RESOLUTION TO BORROW \$360,000 TAX ANTICIPATION NOTES--  
THE BANK OF VIRGINIA

At a meeting of the Board of Supervisors of the County of Dinwiddie, Virginia, held on the 1st day of October, 1980, at which the following members were present and absent:

PRESENT: Milton I. Hargrave, Jr.  
Steve Weber  
George S. Bennett, Jr.  
Aubrey S. Clay  
George E. Robertson, Jr.

ABSENT: None

the following resolution was adopted by an affirmative roll call vote of a majority of all members of the Board of Supervisors, the ayes and nays being recorded in the minutes of the meeting, as shown below:

<u>MEMBER</u>	<u>VOTE</u>
Milton I. Hargrave, Jr.	Aye
Steve Weber	Aye
George S. Bennett, Jr.	Aye
Aubrey S. Clay	Aye
George E. Robertson, Jr.	Aye

WHEREAS, by resolution adopted on October 1, 1980, the Board of Supervisors authorized the borrowing of up to \$360,000

in anticipation of the collection of the taxes and other revenues for the calendar year beginning January 1, 1980; and authorized and directed the County Administrator to solicit proposals to purchase notes evidencing such borrowing; and

WHEREAS, the County has accepted a proposal from the Bank of Virginia to purchase its \$360,000 Tax Anticipation Notes pursuant to the terms of the letter attached hereto as Exhibit A;

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

1. The Chairman of the Board of Supervisors and the County Administrator are hereby authorized and directed to take all proper steps to have the notes prepared and executed in accordance with the terms of the proposal of the Bank of Virginia, and to deliver the notes to the Bank of Virginia upon payment therefor.

2. Such officers of the County of Dinwiddie as may be requested are hereby authorized to execute an appropriate certificate setting forth the expected use and investment of the proceeds of the notes issued pursuant hereto in order to show that such expected use and investment will not violate the provisions of Sec. 103(c) of the Internal Revenue Code of 1954, as amended, and regulations issued pursuant thereto, applicable to "arbitrage bonds." Such certificate shall be in such form as may be requested by counsel for the County.

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The undersigned County Administrator of the County of Dinwiddie, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors of the County of Dinwiddie held on the 1st day of October, 1980, and of the whole thereof so far as applicable to the matters referred to in such extract.

WITNESS my hand and the seal of the County of Dinwiddie, Virginia, this 2nd day of October, 1980.

\_\_\_\_\_  
County Administrator  
County of Dinwiddie, Virginia

(SEAL)

IN RE: BUILDING INSPECTOR

Mr. James L. Blaha presented his report for the month of September, 1980.

IN RE: REQUEST FOR SECOND AND THIRD QUARTER PAYMENTS BY  
THE PETERSBURG-DINWIDDIE AIRPORT & INDUSTRIAL AUTHORITY

Mr. W.C. Scheid appeared before the Board to request the second and third quarter appropriations for the Petersburg-Dinwiddie County Airport and Industrial Authority. The Board expressed concern for the advancing of the third quarter if it is not needed at this time because of the County's tight money situation and having to borrow money.

Upon motion of Mr. Robertson, seconded by Mr. Clay, Mr. Robertson, Mr. Clay, Mr. Weber, Mr. Bennett, Mr. Hargrave voting "aye", the Board of Supervisors of Dinwiddie County, Virginia hereby appropriates to the Petersburg-Dinwiddie Airport and Industrial Authority, \$13,000 as the second quarter payment.

IN RE: DISAGREEMENT WITH CENSUS RESULTS

The Director of Planning appeared before the Board to

discuss the census results for the County. The results showed 22,000 people and 6721 housing units with a 3.17 people per household count. Mr. Scheid stated that he disagreed with the 3.17 figure but didn't know how to prove it was wrong. As these are just preliminary figures, Mr. Scheid stated he would like to challenge these numbers, thereby forcing the Census Bureau to validate their figures. He further stated that the institutions located in the County, Southside Training School and Central State Hospital, caused the figures to be skewed. However, he has been unable to obtain the method used by the Bureau to count these facilities. As the Census figures play an important part in funding for the County, the Board agreed every effort should be made to see that the figures are correct.

Upon motion of Mr. Weber, seconded by Mr. Robertson, Mr. Weber, Mr. Robertson, Mr. Bennett, Mr. Clay, Mr. Hargrave voting "aye", the Director of Planning was authorized to challenge the figures presented in the preliminary census count and to take whatever steps are necessary to see that these figures are correct.

IN RE: TRANSFER OF FUNDS--1979-80 SCHOOL BUDGET

Upon motion of Mr. Robertson, seconded by Mr. Clay, Mr. Robertson, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Hargrave voting "aye", the following resolution was adopted:

WHEREAS, the Dinwiddie County School Board has requested that certain transfers be made to balance the 1979-80 budget;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following transfers be made within the 1979-80 School Operating Budget:

TRANSFER FROM:	TO:	AMOUNT:
17d2 Transportation	17b2 Other Inst. Cost	\$ 31,592.13
17h Summer School	"	4,753.04
" " "	17a Administration	505.01
17g Fixed Charges	" " "	14,707.51
Add. State, Federal, & Other Sources	" " "	6,370.97
" " "	17b1 Instruction	19,276.24
" " "	17c Att. & Health Services	356.38
" " "	17d1 Transp.-Oper.	5,721.80
" " "	17e School Food Service	41,051.99
" " "	19 Capital Outlay	9,600.60
" " "	21 Refund of Revenue	1,175.08
Add. County Funds	" " "	2,635.92
" " "	17f1 Oper. of Plants	122,651.99
" " "	17f2 Maint. of Plants	28,106.56
" " "	20 Debt Service	16,163.15

IN RE: ROWANTY VOCATIONAL TECHNICAL SCHOOL--OPEN HOUSE

Dr. Vaughn informed the Board that an Open House was being held at the Rowanty Voc-Tech School on November 12, 1980 at 10:00 A.M. to which they were all invited.

IN RE: DISCUSSION OF ATHLETIC TRACK AND ITS LOCATION

Mr. W.C. Scheid, Director of Planning, brought the Board up to date on the progress of the athletic track. He stated that the preliminary grade work had been done in conjunction with the driving range thereby reducing the expected cost of the track.

He indicated that if further work was not to be done this fall, the track area needed to be seeded down and that this work could be done as a school agricultural project. Mr. Scheid requested that the Board advise him when funds would be available and when he should proceed with the work on the track. He felt the total cost to complete the work would be under \$40,000.

Mr. Hargrave stated he felt a recommendation should come from the School Board on what direction the track should take. Mr. Robertson requested that the Board be provided with the pros and cons of locating the track around the football field rather than at the recreation site. Mr. Scheid stated that a meeting was held some time ago between the School Board and the Athletic Department and it was their preference that the track be located at the Recreational site.

Mr. Weber stated that he had talked with Beasley Jones and the Athletic Director and after viewing the two sites, he felt the recreational field was the best location for the track.

Mr. Robertson said he was only concerned about larger expenses down the road.

After further discussion, Mr. Scheid was instructed to have the track seeded down for the winter and to delay further work until the Board of Supervisors and School Board could sit down and mutually discuss future work on the track.

IN RE:       ADVERTISEMENT OF DELINQUENT TAXES

Mrs. M.W. Lewis appeared before the Board to ask if they desired that the 1979, 1978, and 1977 delinquent tax list be published in the Progress-Index. Mr. Robertson asked whether it would be more advantageous to run a small preliminary ad stating delinquent names would appear at a later date before actually printing the entire list.

Upon motion of Mr. Weber, seconded by Mr. Clay, Mr. Weber, Mr. Clay, Mr. Robertson, Mr. Bennett, Mr. Hargrave voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Treasurer is hereby authorized to publish in the Progress-Index the 1979, 1978, and 1977 list of delinquent personal property and real estate taxes; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Treasurer is hereby authorized to publish in the Progress-Index an advertisement stating that the delinquent tax list would be published on October 28, 1980.

IN RE:       UNITED BIO-FUEL INDUSTRIES, INC.

Mr. Jack L. Kidwell, President, United Bio-Fuel Industries, Inc. appeared before the Board to briefly review their proposed plans for the development of a resource recovery/ethanol plant in the Richmond and Tri-Cities area and ask the Board's support in their endeavor.

IN RE:       VA. DEPARTMENT OF HIGHWAYS & TRANSPORTATION

Mr. C.B. Perry, II, Resident Engineer, VDH&T, appeared before the Board to answer any questions they might have.

1. He reported on the status of two projects in Dinwiddie:

- a. Rt. 684 to the Industrial Park should be completed this month.
- b. Rt. 460 should be completed this month.

2. The County Administrator stated that he had received a compliment for the Highway Department from a citizen for work done to take care of a problem on Rt. 625 which he wanted to pass along to Mr. Perry.

3. Mr. Perry stated that the cross-over on Rt. 460 across from the dumpster site has been completed.

4. Concerning the problems encountered at the Int. of Rt. 460 & U.S. #1, Mr. Perry reported that blinking lights were being installed to help alleviate some of the accidents that have occurred there.

5. Mr. Robertson asked what was being done about the problem of parking at Gene's BBQ at the intersection of Rt. 613 and U.S. #1. The parking has been causing site problems for traffic at that intersection. Mr. Perry stated that he had discussed with the owner putting a physical barrier there but decided against it because of the problems it would cause for the business operation. Instead, lines have been painted which he realized needed repainting at the present time. However, he emphasized the need for the owner and the State Police and Sheriff's Department to patrol the area.

Mr. Weber stated that he had been approached by Mr. Lowery concerning the installation of reflectors along the State right of way at his tractor business location on U.S. #1. The reflectors are inhibiting access to his telephone. Mr. Perry stated he would contact Mr. Lowery about this problem.

6. Mr. Clay stated that the right of way needed trimming and the ditches needed to be pulled on Rte. 715.

7. Mr. Robertson requested that a traffic count be made on Rt. 615. He stated that a rezoning matter would be coming before the Planning Commission in the near future and he would like to have an up to date traffic count available.

8. Mr. Hargrave asked that the Highway Department try to bring the elevations up on Rt. 666 near Goodwyn's bridge and the new power line before the wet season because of the heavy flooding in that area. Mr. Perry stated that what needed to be done was to determine how high the road needed to be to prevent future flooding before any paving of that road was done.

9. The Secretary of the Transportation Safety Commission questioned the installation of lights at the entrance and exit off Rt. 226 to the Namozine VFD. Mr. Perry stated that present Highway Department policy would not allow lights to be placed there because the fire department was too far off the road. He stated that the entrance had been taken into consideration in the Rt. 600 project.

IN RE: REPORT ON SOIL SURVEY

Jerry Quesenberry, Soil Scientist, Soil Conservation Service, appeared before the Board to review the progress on the soil survey for the County. He introduced Mr. Ian Rodihan who will be assisting him for the remainder of the survey. He stated that to date, 7,000 acres in progressive mapping has been completed in the County and 27,000 acres is projected for the next year. He advised the Board, however, that both he and Mr. Rodihan will continue to have out of the county mapping to do. He stated that requests for land use mapping were being handled by priority listing through Mike Jones's office. He stated that by June of next year, a third person, probably on a scholarship program from Virginia Tech, should be assigned to the survey.

IN RE: CABLETELEVISION ORDINANCE

After several discussions and a public hearing on the cabletelevision ordinance, action was deferred until this meeting. The Chairman briefly reviewed the changes desired by the Board in the wording of the ordinance.

Upon motion of Mr. Weber, seconded by Mr. Robertson, Mr. Weber, Mr. Robertson, Mr. Bennett, Mr. Clay, Mr. Hargrave voting "aye",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie

County, Virginia, that the Dinwiddie Code as adopted April, 1, 1970, and as heretofore amended, be further amended to provide for the regulation of community antenna television systems by the addition of Chapter 15A as follows:

CHAPTER 15A\*

TELEVISION

COMMUNITY ANTENNA TELEVISION SYSTEMS

Article I. Definitions and Application.

- 15A-1. Definitions
- 15A-2. Grant of Authority
- 15A-3. Applications for Franchise.

Article II. Franchise Conditions.

- 15A-4. Franchise Term.
- 15A-5. Franchise Fee.
- 15A-6. Insurance - Bonds - Indemnity.
- 15A-7. Acceptance.
- 15A-8. Books and Records.
- 15A-9. Subscriber Fees and Rates.

Article III. Franchise Transfer or Revocation.

- 15A-10. Franchise Transfer.
- 15A-11. Franchise Revocation.
- 15A-12. Termination for Cause.

Article IV. Systems Operation.

- 15A-13. Initial Franchise Area.
- 15A-14. Extension of Service Facilities.
- 15A-15. System Description.
- 15A-16. Construction Schedule.
- 15A-17. Operational Requirements.
- 15A-18. Tests and Performance Monitoring.
- 15A-19. Complaint Procedure.
- 15A-20.. Conditions of Street Occupancy.

Article V. General Provisions.

- 15A-21. Protection of Privacy.
- 15A-22. Compliance with State and Federal Law.
- 15A-23. Special License.
- 15A-24. Franchise Validity.
- 15A-25. Failure to Enforce Franchise and Time Essence.
- 15A-26. Rights Reserved to the County.
- 15A-27. Designation of County Administrator as Enforcing Administrator.

\*For Authority see Code of Va., Sec. 15.1-23.1.

Article I. Definitions and Application.

Sec. 15A-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the means respectively ascribed to them by this section:

Community antenna system or cable television system. Any facility which is operated to perform for hire, either in whole or in part, the service of receiving, amplifying, modifying or originating televisions, 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 and fifty (250) subscribers; (2) any system which serves only the residents of one 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.

Depreciated value. The value as shown on the Grantee's books and records of all the cable television system's 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 Grantee's books and records attribute to the franchise.

Fair market value. 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. The non-exclusive rights granted hereunder to construct and operate a cable television system along the public ways in the County, or within specified areas in the County, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the County as may be required by other ordinances of the County.

Gross subscriber revenues. Those revenues including installation fees, subscriber fees and disconnect and re-connect fees, derived from the supplying of regular subscriber service. Revenues shall also include revenues derived from per-program or per-channel charges, leased channel revenues, advertising revenues, or any other income derived from the system.

Net profit. 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.

Public way. The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County which shall entitle the County and the Grantee to the use thereof for the purpose of installing and maintaining the Grantee's cable television system.

Regular subscriber service. The distribution to subscribers of signals over the cable television system on all channels except leased channels, those for which a per-program or per-channel charge is made, two-way services, and those intended for reception by equipment other than a television broadcast receiver.

#### Sec. 15A-2. Grant of Authority.

After a public hearing upon such conditions as shall be established by the Board, the Board is authorized to grant one or more non-exclusive franchises conveying the right to construct and operate a cable television system within the public ways of the County. Franchises will be granted to the applicants which in the construction and financial plans and arrangements are both feasible and adequate to fulfill the conditions set forth in this chapter and in the franchise agreement. However, no provision of this chapter shall be deemed or construed as to require the Board to grant a franchise following receipt of any franchise application.

#### Sec. 15A-3. Applications for franchise.

(a) All applications for a cable television franchise shall be submitted to the Board on a written application form supplied by the Board. The application shall request facts and information the Board deems appropriate. Applications shall be accompanied by a non-refundable application fee of \$500 to offset direct expenses incurred in the franchising and evaluation procedures.

(b) Any applicant who is granted a non-exclusive franchise shall, in addition to the non-refundable fee specified hereinabove, pay to the County upon acceptance of the franchise, \$15,000. Such non-refundable payment shall be used to offset any direct costs incurred by the County and not defrayed by the application fee provided for herein.

## Article II. Franchise Conditions.

### Sec. 15A-4. Franchise term.

The term of the franchise shall be fifteen years from the date the franchise is accepted by the Grantee. The Board may renew the Grantee's franchise for a period of time not inconsistent with the then applicable FCC rules and regulations upon such terms and conditions as may be set by the Board. If the Board fails to renew the franchise, the Board shall, on the expiration date of the franchise select a new Grantee and cause such new Grantee to take the assets at fair market value.

### Sec. 15A-5. Franchise fee.

(a) 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, three percent of its annual gross subscriber revenues during the period of its operation under the franchise.

(b) The Grantee shall file with the County, within forty-five days after the expiration of each of the Grantee's fiscal quarters, a financial statement clearly showing the gross subscriber revenues received by Grantee during the preceding quarter. Payment of the quarterly portion of the franchise fee shall be payable to the County at the time such statement is filed. The Grantee shall also file, within one hundred twenty days following the conclusion of the Grantee's fiscal year, an annual report prepared and audited by a Certified Public Accountant acceptable to the County, clearly showing the yearly total gross subscriber revenues.

(c) The County 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 chapter provided, however, that such audit shall take place within twelve months following the close of each of the Grantee's fiscal years. Any additional amount due the County as a result of the audit shall be paid within thirty days following written notice to the Grantee by the County which notice shall include a copy of the audit report. 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.

(d) In the event that any franchise payment or recomputed amount is not made on or before the applicable dates heretofore specified, there shall be assessed a penalty of five percent of the amount due and interest shall be charged from such due date at the annual rate of eight percent.

### Sec. 15A-6. Insurance - Bonds - Indemnity.

(a) At all times during the term of the franchise, including the time for removal of facilities or management as a trustee, the Grantee shall obtain, pay all premiums for, and file with the County written evidence of payment of premiums and executed copies of the following:

(1) A general comprehensive public liability policy indemnifying, defending and saving harmless the County, its officers, boards, commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of Five Hundred Thousand Dollars (\$500,000) per personal injury or death of any one

person and One Million Dollars (\$1,000,000) for personal injury or death of any two or more persons in any one occurrence.

(2) Property damage insurance indemnifying, defending, and saving harmless the County, its officers, boards, commissions, agents and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of Two Hundred Fifty Thousand Dollars (\$250,000) for property damage to the property of any one person and Five Hundred Thousand Dollars (\$500,000) for property damage to the property of two or more persons in any one occurrence.

(3) Copyright infringement insurance, indemnifying, defending, and saving harmless the County, its officers, boards, commissions, agents, and employees from and against all claims of any person whatsoever for copyright infringement occasioned by the operation of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of One Million Dollars (\$1,000,000) for the infringement of said copyrights.

(4) A performance bond running to the County with good and sufficient surety approved by the county in the sum of One Hundred Thousand Dollars (\$100,000) conditioned upon the faithful performance and discharge of the obligations imposed by this chapter and the franchise awarded hereunder from the date thereof. At such time as the Grantee completes a significant portion of its obligation to service a percentage of the occupied dwelling units in the County, the Grantee may petition the Board to reduce the amount of the performance; provided, however, that such bond shall not be reduced below \$50,000.

(b) The bond and all insurance policies called for herein shall be in a form satisfactory to the County Attorney and shall require thirty days written notice of any cancellation to both the County and the Grantee. The Grantee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the County, written evidence of payment of premiums, duplicate copies of any insurance so cancelled within thirty days following receipt by the County or the Grantee of any notice of cancellation.

(c) The Grantee shall, at its sole cost and expense, indemnify and hold harmless the County, its officials, boards, commissions, agents and employees against any and all claims, suits, causes of action, proceedings and judgments for damage arising out of the operation of the cable television system under the franchise. These damages shall include but not be limited to penalties arising out of copyright infringements and damages arising out of any failure by Grantee to secure consents from owners, authorized distributors or licensees of programs to be delivered by the Grantee's cable television system whether or not any act or omission complained of is authorized, allowed, or prohibited by the franchise. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by the County Attorney or his assistants or any employees of the County.

(d) No recovery by the County of any sum by reason of the bond required in this chapter shall be any limitation upon the liability of the Grantee to the County under the terms of this chapter except that any sums so received by the County shall be deducted from any recovery which the County shall establish against the Grantee under the terms of this chapter.

#### Sec. 15A-7. Acceptance.

This chapter and the franchise and their terms and conditions shall be accepted by the Grantee by written instrument filed with the County Administrator within thirty days after the granting of the franchise. In its acceptance, the Grantee shall declare that it has carefully read the terms and conditions of this chapter

and the franchise and accepts all of the terms and conditions imposed by this chapter and the franchise and agrees to abide by same.

Sec. 15A-8. Books and Records.

All books and records of the Grantee concerning its operations within the County shall be made available for inspection and audit by the County within thirty days after such request has been made. The Grantee shall file with the director of utilities accurate maps or plats of all existing and proposed installations within the County. Such maps and plats shall conform to the requirements of the director of utilities and shall be kept continuously up to date.

Sec. 15A-9. Subscriber fees and rates.

By its award of any franchise, the Board approves the initial subscriber rates, deposits and fees as set forth in its application to the County for a cable television franchise. Such rates shall remain in effect a minimum of two years from the date of the granting of the franchise. No increase in rates, deposits, or fees shall be made except as authorized by the Board after an appropriate public hearing affording due process. The Grantee shall be entitled to a fair and reasonable return on his investment so long as the appropriate rates, deposits and fees are in the best interests of the County. No request may be initiated if a similar request pursuant to this section has been proposed within the previous six months. Grantee may, at its discretion, waive, reduce or suspend connection fees for specific or undeterminate periods or monthly service fees for promotional purposes; provided, however, that the Grantee notifies the County of such waiver, reduction, suspensions or discount.

The Grantee shall not, with regard to fees, discriminate or grant any preference or advantage to any person; provided, however, that the fees may be negotiated between Grantee and the owner or owners, or committee acting on their behalf for regular subscriber service provided to ten or more dwelling units within an apartment building, condominium, garden apartment or townhouse complex under common ownership, or to ten or more room units within hotels and motels or to commercial establishments engaged in the sale of television receivers.

Article III. Franchise Transfer or Revocation.

Sec. 15A-10. Franchise transfer.

(a) Any franchise granted by the Board shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise or by forced or involuntary sale, without prior consent of the Board upon such conditions as may therein be prescribed.

(b) Any sale, transfer or assignment shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the County Administrator within thirty days after any such sale, transfer or assignment. The Board shall not withhold its consent unreasonably provided, however, the proposed assignee agrees to comply with all the provisions of this chapter and the franchise and must be able to provide proof of financial responsibility as determined by the Board.

(c) No such consent shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness except that when such hypothecation shall exceed seventy-five percent of the fair market value (as defined in S1, Article I) of the property used by the Grantee in the operation of its cable television system; Prior consent of the Board, expressed by resolution, shall be required for such transfer and said consent shall not be withheld unreasonably.

(d) Prior approval of the Board shall be required where

ownership or control or more than 50% of the right of control of the Grantee is acquired by a person or group of persons acting in concert, none of whom already own or control 50% or more of such right of control, singularly or collectively. By its acceptance of this franchise the Grantee specifically grants and agrees that any such acquisition occurring without prior approval of the Board shall constitute a violation of this franchise by the Grantee.

Sec. 15A-11. Franchise revocation.

(a) In addition to all the rights and powers reserved to the County, the County reserves as an additional power the right to terminate the franchise and all rights and privileges of a Grantee hereunder in any of the following events or for any of the following reasons:

(1) A Grantee shall by act or omission violate any material term or condition of this chapter, and, within thirty days following written demand by the County shall fail to effect compliance.

(2) A Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt.

(3) A Grantee attempts to or does practice any fraud upon the County or subscribers.

(b) The Grantee shall not be declared at fault or be subject to revocation under any provision of this chapter in any case in which performance of any such provision is prevented for reasons beyond the Grantee's control. A fault shall not be deemed to be beyond the Grantee's control if committed by a corporation or other business entity in which the Grantee holds a controlling interest, whether held directly or indirectly.

(c) If the Board determines that such non-compliance was without just cause, then the Board may adopt a resolution which terminates the franchise and instructs the Grantee to promptly remove from the public way all of its cable television facilities within ninety days from the date the Grantee receives a written copy of such resolution. The Board shall be empowered to seek legal and equitable relief in order to ensure compliance with this provision.

Sec. 15A-12. Termination for Cause.

(a) If, at any time during the term of this franchise, the Board determines that a Grantee has materially breached the terms and conditions imposed by this chapter and the franchise after the county has exhausted all of the remedial steps provided for herein, the County may terminate the franchise.

Article IV. Systems Operation.

Sec. 15A-13. Initial franchise area.

(a) Grantee shall furnish to the County as part of the formal application a map of suitable scale showing all streets and public buildings indicating the Initial Franchise Area (IFA) to be served. The IFA shall include not less than ten percent (10%) of the total occupied dwelling units within the County boundaries. The map shall also list the names of all neighborhoods, developments and communities served.

(b) The Initial Franchise Area shall be subject to approval by the County, and may be amended at any time, either by the County on its own motion or upon petition to the Grantee by fifty percent (50%) of the residents within the area to which the proposed amendment applies. Petitions are acceptable only in areas in which the total number of occupied dwelling units divided by the total number of miles of paved and unpaved, public and private, streets and roads (exclusive of limited highways) within the extended area exceeds seventy-five.

(c) The Grantee may be required to interconnect its cable television system with other cable television systems or other broadband communications facilities located in contiguous communities so long as such interconnection is for the benefit of subscribers within the County. Such interconnection shall be made within ninety days of a request made by the Board.

Sec. 15A-14. Extension of Service Facilities.

(a) Grantee shall extend its full service outside the Initial Franchise Area, in accordance with the approved fee schedule, to any location within the County boundaries upon written request by five or more applicants living within one thousand yards of each other.

(b) Grantee shall be entitled to recover, from the applicants requesting such service extensions, the direct, total cost of that portion of the combined trunk and feeder line extension which exceeds an average of one hundred fifty feet per subscriber, measured along the most practicable route from the nearest technically feasible point on Grantee's system, not including the length of service drops.

(c) Grantee shall make every reasonable effort to cooperate with cable television franchise holders in contiguous communities in order to provide cable service in areas within the County but outside the Grantee's Initial Franchise Area. The County shall make every reasonable effort to cooperate with the franchising authorities in contiguous communities, and with the Grantee, in order to provide cable television service in areas outside the County.

Sec. 15A-15. System description.

(a) The cable television system to be installed by Grantee shall comply in all respects with the capacity, capability, and technical performance requirements set forth in the FCC's Rules for Cable Television including applicable amendments thereto and including public, education, government and leased access channels.

(b) The Grantee's cable television system shall operate with at least twenty channel capacity.

(c) The Grantee's cable television system shall have technical capacity to enable it to provide nonvoice return communications upon installation of additional equipment not requiring rewiring of the cable television system.

(d) The Grantee's cable television system shall maintain at least one specially designated noncommercial public access channel available on a first-come, nondiscriminatory basis. The system shall maintain and have available for public use the minimal equipment and facilities necessary for the production of programming for such a channel. One such channel will be made available without charge, except that production costs may be assessed for live studio presentations exceeding five minutes. Such production costs and any fees for use of other public access channels shall be consistent with the goal of affording the public a low-cost means of television access.

(e) The Grantee's cable television system shall maintain a specially designated access channel for use by local educational authorities. This channel shall be made available without charge from the time of commencement of cable television service in the County until five years after completion of the system's basic trunk line.

(f) The Grantee's cable television system shall maintain a specially designated access channel for local government use. This channel shall be made available without charge from the time of

commencement of cable television service in the County until five years after completion of the system's basic trunk line.

(g) The Grantee's cable television system shall offer its excess channel capacity for leased access services, and on one of the leased channels, priority shall be given to part-time users.

(h) Whenever all of the channels described in paragraphs (d), (e), (f) and (g) of this section are in use during eighty percent (80%) of the weekdays (Monday to Friday) for eighty percent (80%) of the time during any consecutive three-hour period for six consecutive weeks, the Grantee's cable television system shall, within the limits of its channel capacity specified in paragraph (b) of this section and if consistent with then applicable FCC rules and regulations, have six months in which to make a new access channel available for any or all of the purposes for which such channels are designated.

Sec. 15A-16. Construction schedule.

(a) Upon accepting the franchise, Grantee shall, within sixty days, file the documents required to obtain all necessary Federal, State and local licenses, permits and authorizations required for the conduct of its business.

(b) Within three months after accepting the franchise, Grantee shall furnish the County a construction schedule and map setting forth target dates by areas for commencement of service to subscribers. The schedule and map shall be updated whenever substantial changes become necessary.

(c) Grantee shall complete construction of the system in the Initial Franchise Area and offer and deliver cable television service in full accordance with this chapter and the franchise granted hereunder to subscribers in not less than twenty-five percent (25%) of the occupied dwelling units within the Initial Franchise Area within one year after receiving all necessary permits, authorizations and licenses with additional servicing of twenty-five percent (25%) per year until one hundred percent is served within four years.

(d) Every three months after the start of construction, Grantee shall furnish the County a report on progress of construction until complete. The report shall include a map that clearly defines the areas wherein regular subscriber service is available.

Sec. 15A-17. Operational requirements.

(a) Grantee shall construct, operate and maintain the cable television system in full compliance with the rules and regulations, including applicable amendments, of the Federal Communications Commission and all other applicable Federal, State or County laws and regulations, including the latest editions of the National Electrical Safety Code and the National Fire Protection Association National Electrical Code. The cable television system and all its parts shall be subject to inspection by the County.

(b) Grantee shall maintain an office which shall be open and accessible to the public with adequate telephone service during all usual business hours, including facilities for twenty-four recording of subscriber complaints.

(c) Grantee shall exercise its best effort to design, construct, operate and maintain the system at all times so that signals carried are delivered to subscribers without material degradation in quality (within the limitations imposed by the technical state-of-the-art).

(d) Copies of all correspondence, petitions, reports, applications and other documents sent or received by Grantee from Federal or State agencies having appropriate jurisdiction in matters affecting cable television operation shall be simultaneously furnished by the Grantee to the County.

(e) In the case of any emergency or disaster, the Grantee shall, upon request of the County Administrator, make available,

free of charge, its facilities to the County for emergency use during the emergency or disaster period.

Sec. 15A-18. Tests and performance monitoring.

(a) Not later than ninety days after any new or substantially rebuilt portions of the system is made available for service to subscribers, technical performance tests shall be conducted by the Grantee to demonstrate full compliance with the Technical Standards of the Federal Communications Commission and this chapter. Such tests shall be performed by, or under the supervision of, an engineer with proper training and experience approved by the County. A copy of the report shall be submitted to the County, describing test results, instrumentation, calibration, and test procedures, and the qualifications of the engineer responsible for the tests.

(b) System monitor test points shall be established at or near the output of the last amplifier in the longest feeder line, at or near trunk line extremities, at not fewer than eight widely scattered locations. At least once each month, the following data shall be obtained and recorded for each monitor test point, made available for County inspection, and retained in Grantee's files until the relevant portion of the system has been either substantially rebuilt or replaced:

(1) Visual and aural carrier level on each active channel.

(2) Carrier-to-noise ratio on at least four frequencies distributed across the pass band (to avoid interrupting service, these measurements may be approximate, and will be used only to detect significant changes.)

(3) Visual inspection of picture quality on all active channels to detect degradation in quality attributable to the system.

(c) At any time after commencement of service to subscribers, the County may require additional tests, full or partial repeat tests, different test procedures, or tests involving a specific subscriber's terminal. Requests for such additional tests will be made on the basis of complaints received or other evidence indicating an unresolved controversy or significant non-compliance and such tests will be limited to the particular matter in controversy. The County will endeavor to so arrange its requests for such special tests so as to minimize hardship or inconvenience to Grantee or to the subscriber.

(d) A copy of the annual performance tests report required by the Federal Communications Commission shall be simultaneously submitted to the County.

(e) The County shall have the right to employ qualified consultants if necessary or desirable to assist in the administration of this chapter.

Sec. 15A-19. Complaint procedure.

(a) Except for circumstances beyond the Grantee's control, the Grantee shall establish a maintenance service capable of locating and correcting major system malfunctions promptly. Such maintenance service shall be available, in addition to normal business hours, to correct such major system malfunctions affecting a number of subscribers which occur from the time the Grantee's main, local office closes until 12:30 A.M. Monday through Friday and from 8:00 A.M. until 12:30 A.M. on Saturdays, Sundays and holidays.

(b) A listed local telephone number shall be made available to subscribers for service calls at any time of the day or night. Investigative action shall be initiated in response to all service calls, and corrective action shall be completed as promptly as practicable. Appropriate records shall be made of service calls, showing when and what corrective action was completed. The Grantee

shall furnish each subscriber at the time service is installed written instructions that clearly set forth procedures for placing a service call, or requesting an adjustment.

(c) The Grantee shall interrupt system service after 7:00 A.M. and before 1:00 A.M. only with good cause and for the shortest time possible and, except in emergency situations, only after providing notice of service interruption at least twenty-four hours in advance of the service interruption. Service may be interrupted between 1:00 A.M. and 7:00 A.M. for routine testing, maintenance, and repair, without notification, any night except Friday, Saturday or Sunday, or the night preceding a holiday.

Sec. 15A-20. Conditions of street occupancy.

The County hereby grants to the Grantee the right to use all public ways owned by the County for the purpose of installing cable television structures, lines, equipment and facilities, so long as such use is consistent with the legal rights owned by the County and the requirements of this chapter. Prior to installing any such structures, lines, equipment and facilities the Grantee shall notify the County of its plans and the County may require such modifications as will protect the existing utilities within the public way.

(a) Grantee shall utilize existing poles, conduits and other facilities whenever possible, and all transmissions and distribution structures, lines and equipment erected by the Grantee within the County shall be so located as to cause minimum interference with the proper use of streets, and to cause minimum interference with property owners who adjoin such streets.

(b) Whenever the County shall require the relocation or reinstallation of any property of the Grantee in any of the public ways within the County, it shall be the obligation of the Grantee upon notice of such requirement to immediately remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the County. Such relocation, removal or reinstallation by the Grantee shall be at the sole cost of the Grantee.

(c) Where the County or a public utility serving the County desires to make use of the poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Board may require the Grantee to permit such use for such consideration and upon such terms as the Board shall determine to be just and reasonable, if the Board determines that the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

(d) Wherever all electrical and telephone utility wiring is located underground, either at the time of initial construction or subsequently, the television cable shall also be located underground, at Grantee's own expense. If the facilities of either the electric or the telephone utility are aerial, the television facilities may be located underground at the request of a property owner, provided that the excess cost of the installation, labor and materials of underground over aerial location shall be paid by the property owner making the request to the Grantee.

(e) Grantee shall, at its own expense and in a manner approved by the County, restore to County standards and specifications any damage or disturbance caused to the public way as a result of its operations or construction on its behalf. Grantee shall guarantee and maintain such restoration for a period of one year against defective materials or workmanship. If the public way is not restored to the County's satisfaction, the County shall have the right to have such work performed and charge such cost to the Grantee.

(f) Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Chiefs of the Fire or Police Departments to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the County for restora-

tion and repair.

(g) Grantee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities, subject to the supervision and direction of the County. The Grantee shall obtain the written consent of the County prior to trimming any trees within rights of way.

#### Article V. General Provisions.

##### Sec. 15A-21. Protection of privacy.

(a) Grantee shall not permit the transmission of any signal, aural, visual or digital, including "polling" the channel selection, from any subscriber's premises without first obtaining written permission of the subscriber. This provision is not intended to prohibit the use of transmission of signals useful only for the control or measurement of system performance.

(b) Grantee shall not permit the installation of any special terminal equipment in any subscriber's premises that will permit transmission from subscriber's premises of two-way services utilizing aural, visual or digital signals without first obtaining written permission of the subscriber.

(c) It shall be unlawful for any person to attach or affix or to cause to be attached or affixed any equipment or device which allows access or use of the cable television service without payment to the Grantee for same. The affixing or attaching of any equipment or device capable of allowing access or use of the cable television service shall be deemed prima facie evidence of a violation of this section.

(d) Any person violating this section shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000.

##### Sec. 15A-22. Compliance with state and federal law.

(a) The Grantee shall, at all times, comply with all laws of the state and federal government and the rules and regulations of any federal administrative agency. If any state or federal law or rule or regulation of any federal administrative agency is in conflict with the terms and conditions of this chapter or the franchise, the Board shall, as soon as possible following knowledge thereof, amend this chapter and franchise in a manner to bring both into compliance with such law, rule or regulation.

(b) Any further amendments or modifications of the Federal Communication Commission's Rules for Cable Television affecting this chapter or the franchise including allowable franchise fee, may be incorporated at the option of the County into this chapter and the franchise within one year of the adoption of such modification or at the time of franchise renewal, whichever occurs first.

(c) Nothing herein shall prevent Grantee from pursuing good faith appeals from any laws or regulations of the state or federal government with compliance with previous law or regulations if permitted by the appropriate court or agency.

##### Sec. 15A-23. Special license.

The County reserves the right to issue a license, easement or other permit to anyone other than the Grantee to permit that person to traverse any portion of the Grantee's franchise area within the County in order to provide service outside the County. Such license or easement, absent a grant or a franchise in accordance with this chapter, shall not authorize nor permit such person to provide a cable television service of any nature to any home or place of business within the County nor to render any service or connect any subscriber within the County to the Grantee's cable television system.

##### Sec. 15A-24. Franchise validity.

The Grantee agrees, by the acceptance of the franchise, to accept the validity of the terms and conditions of this chapter and the franchise in their entirety and that it will not, at any time, proceed against the County in any claim or proceeding challenging any term or provision of this chapter or the franchise as unreasonable, arbitrary or void or that the County did not have the authority to impose such term or condition.

Sec. 15A-25. Failure to enforce franchise and time essence.

(a) The Grantee shall not be excused from complying with any of the terms and conditions of this chapter or the franchise by any failure of the County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

(b) Whenever this chapter or the franchise sets forth any time for any act to be performed by or on the behalf of the 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 County 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 chapter or the franchise if prevented from doing so by disaster, war, civil disobedience or other Act of God.

Sec. 15A-26. Rights reserved to the County.

The County hereby expressly reserves the following rights:

(a) To adopt, in addition to the provisions contained herein and in the franchise and in any existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power provided, however, that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

(b) To revoke, amend or modify the franchise granted pursuant to this chapter should the Federal Communications Commission, as a result of its certification or registration process, require that substantial sections of the chapter be altered or deleted.

Sec. 15A-27. Designation of County Administrator as Enforcing Official.

In all instances where this chapter refers to the "County", without referring to a specific official, the appropriate representative of the Board of Supervisors shall be the County Administrator or other designated County official.

IN RE: AUTHORIZATION TO SEEK PROPOSALS FOR CABLETELEVISION

Upon motion of Mr. Weber, seconded by Mr. Robertson, Mr. Weber, Mr. Robertson, Mr. Clay, Mr. Bennett, Mr. Hargrave voting "aye", the County Administrator was authorized to proceed with the solicitation of proposals from interested companies for the location of cabletelevision in the County.

IN RE: ALLOCATIONS FOR THE FISCAL YEAR ENDING JUNE 30, 1981

A resolution was presented for the Board to consider for adoption which would provide for the 1980-81 budget allocations in the new form required by the State Auditor's Office, July 1, 1980.

Upon motion of Mr. Robertson, seconded by Mr. Clay, Mr. Robertson, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Hargrave voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie

County, Virginia, that the following functions are allowed an allocation for the fiscal year ending June 30, 1981, in accordance with the budget which is filed with the records of the Board:

<u>Function</u>	<u>Allocations</u>
Board of Supervisors	20,460
County Administrator	61,470
County Attorney	6,910
Legal Services	25,000
Independent Auditor	8,000
Commissioner of the Revenue	73,290
Equalization Board	3,300
Treasurer	60,560
Board of Elections	24,870
Circuit Court	3,750
County Court	1,900
Magistrate	270
Circuit Court Clerk	13,150
Commonwealth's Attorney	37,810
Policing & Investigating	364,250
Volunteer Fire Departments	43,470
Ambulance & Rescue Squad	6,000
Fire Prevention & Extinction	3,000
Confinement & Care of Prisoners	78,710
Probation Office	3,270
Other Correction & Detention	12,600
Building Inspector	20,950
Dog Warden	18,210
Operation of Dog Pound	5,900
Medical Examiner	500
Road Administration	200
Street Lighting	22,000
Maintenance of County Landfills	141,710
Other Public Works-Reserve Sewerage Capacity	72,000
Courthouse and Admin. Grounds	94,530
Water Service	60,000
Public Health	51,440
Mental Health & Mental Retardation	19,950
Board of Public Welfare	1,800
Institutional Care	2,000
Area Agency on Aging	800
Other Social Services	5,780
Community Colleges	660
Libraries	55,570
Planning Commission	42,620
Other Planning & Com. Develop.	54,000
Planning District Com.	11,440
Environmental Management	26,200
Advancement of Agric. & Home Economics	28,140
Employee Retirement & Other Benefits	101,000
County Insurance	120,000
Internal Services	61,500
Capital Outlay	56,000
Total General Fund	1,926,940
<u>VIRGINIA PUBLIC ASSISTANCE FUND</u>	651,850
<u>SCHOOL FUND</u>	3,779,820
<u>WATER AUTHORITY</u>	150,000
<u>Total Allocations</u>	<u>6,508,610</u> ; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the County Treasurer is hereby authorized and directed to transfer from the General Fund to the Virginia Public Assistance Fund, School Fund, and the Water Authority Funds as needed to meet the foregoing allocations and

from the Revenue Sharing Trust Fund to the School Fund entitlements as received for general revenue sharing.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Clay, seconded by Mr. Bennett, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Robertson, Mr. Hargrave voting "aye", the Board moved into Executive Session to discuss legal matters with the Water Authority and a personnel matter. The Board reconvened into Open Session at 5:50 P.M.

IN RE: ADJOURNMENT

Upon motion of Mr. Bennett, seconded by Mr. Weber, Mr. Bennett, Mr. Weber, Mr. Robertson, Mr. Clay, Mr. Hargrave voting "aye", the meeting adjourned at 5:50 P.M.

ATTEST:

  
W.C. KNOTT

  
M.I. HARGRAVE, JR., CHAIRMAN