

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD
IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING,
DINWIDDIE, VIRGINIA ON THE 15TH DAY OF JANUARY, 1986
AT 7:30 P.M.

PRESENT:	A.S. CLAY, CHAIRMAN	ELECTION DISTRICT #4
	G.E. ROBERTSON, JR., VICE-CHAIRMAN	ELECTION DISTRICT #2
	G.S. BENNETT, JR.	ELECTION DISTRICT #1
	H.L. CLAY, JR.	ELECTION DISTRICT #2
	M.I. HARGRAVE, JR.	ELECTION DISTRICT #3
	L.G. ELDER	COUNTY ATTORNEY
	B.M. HEATH	SHERIFF

IN RE: MINUTES

Upon motion of Mr. Hargrave, seconded by Mr. H. Clay, Mr. Hargrave, Mr. Clay, Mr. Robertson, Mr. Hargrave, Mr. Clay voting "aye", the minutes of the January 2, 1986 meeting were approved as presented.

IN RE: CLAIMS

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims be approved and funds appropriated for same:

General Fund checks-numbering 86-1 through 86-113 and 86-115 through 86-118 amounting to \$165,334.13; History Book Fund check #HB-86-1 in the amount of \$1.76; Water & Sewer Fund check #W&S-86-1 in the amount of \$8,029.01.

IN RE: FORD VOLUNTEER FIRE DEPARTMENT--REQUEST FOR ADDITIONAL APPROPRIATION FOR UNEXPECTED EXPENSES

Mr. Gray Davis, Chief, Ford VFD appeared before the Board to discuss the department's financial status and request participation from the County in the amount of \$5200. Mr. Bennett stated he met with the fire department members and he felt the County should participate in helping the department with some of their unexpected expenses. Mr. Davis explained that the department purchased a cascade system in October for \$5,485 and in December, they had \$5200 of unexpected repair work on their fire trucks. Mr. Bennett stated the department had \$27,443.40 in total expenses for the past year of which the County contributed \$8,000. He, therefore felt the County should assist the department with the \$5200 of major expenses.

Upon motion of Mr. Robertson, seconded by Mr. H. Clay, Mr. Robertson, Mr. Clay, Mr. Bennett, Mr. Hargrave, Mr. Clay voting "aye", an additional appropriation of \$5200 was approved for the Ford Volunteer fire department.

IN RE: PUBLIC HEARING A-86-1--CABLETELEVISION ORDINANCE

This being the time and place as advertised in the Progress-Index on Wednesday, January 1, 1986 and Wednesday, January 8, 1986 for the Board of Supervisors of Dinwiddie County, Virginia to consider for adoption an ordinance to repeal the existing Chapter 15A of the Code of the County of Dinwiddie, Virginia and to adopt a new Chapter 15A dealing with Community Antenna Television Systems.

No one appeared in support or opposition.

Mr. Robertson stated the citizens have been disappointed in the past but he felt confident with the new firm that has come forth and hoped to move forward in bringing cablevision to the County.

Mr. H. Clay questioned the limits of the initial franchise area and pointed out that a couple of heavily populated areas very close to the area outlined could be easily picked up. Mr. Chuck Stigberg, one of the representatives of the cabletelevision firm, stated that an initial franchise area had to be established to make a successful start. However, the bank involved has expressed an interest in expanding.

Mr. Robertson asked where the head end would be located. Mr. Stigberg stated they were looking at a water tower site within the service area.

The County Administrator pointed out that the map of the initial franchise area could easily be amended at a later date with the Board's approval.

Mr. Robertson asked what the anticipated starting and completion dates were. Mr. Stigberg indicated that depends on how long it took to get the utility agreements.

Mr. Hargrave asked the consultant, Fred Griffin, if he thought there were any compromises in the ordinance. Mr. Griffin stated he felt the County was adequately protected.

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

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia that the existing Chapter 15A of the Code of the County of Dinwiddie be repealed and a new Chapter 15A dealing with Community Antenna Television Systems be adopted 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. Transfer or Revocation.

- 15A-10. Franchise Transfer
- 15A-11. Franchise Revocation
- 15A-12. Termination for Cause
- 15A-12a. Transfer of Ownership to County
- 15A-12b. Grantee's Obligation as Trustees
- 15A-12c. Management Fee

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 and Time of Essence
- 15A-26. Rights Reserved to the County
- 15A-27. County Administrator to Enforce

For Authority, see section 15.1-23.1 of the Code of Va.

Article I. Definitions and Application.

Sec. 15A-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning 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 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 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 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 sales 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 \$100.00 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, \$5,000.00. 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 and in such manner as required by Federal law or regulation then in effect. 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 or in its sole discretion the County may purchase the assets of the Grantee's cable television system at its then 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, five percent (5%) of its annual gross subscriber revenues during the period of its operation under the franchise.

(b) Payment of the franchise fee shall be quarterly and made within forty-five days after the expiration of each of the Grantee's fiscal quarters based on a estimate of gross subscriber revenues, and shall take into account the time value of money. 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 broken down on a quarterly basis. For each and every fiscal quarter Grantee's gross subscriber revenue estimates fall 20% or more below actual receipts a penalty of 15% shall be imposed on the amount by which the actual revenue exceeded the estimate. Additional fees and the penalty, if any, shall be paid upon the filing of the annual report.

(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 re-computed 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.

(e) In the event the franchise is terminated prior to its expiration date, and the County invokes its right to purchase the Grantee's cable television system, the Grantee shall file with the County, within thirty days of the date that ownership and control passes to the County or its assignee, a financial statement clearly showing the gross subscriber revenues received by Grantee since the end of the previous fiscal quarter. The Grantee shall pay the franchise fee due at the time such statement is filed.

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) (Repealed).

(4) A performance bond running to the County with good and sufficient surety approved by the County in the sum of Twenty Thousand Dollars (\$20,000.00) 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 bond; provided, however, that such bond shall not be reduced below \$7,500.00.

(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 by 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's 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 or 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.

(repealed).

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 section 1, 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. Such approval shall not be unreasonably withheld or delayed.

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 right 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 just 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 either terminate the franchise or purchase the assets of the Grantee's cable television system at an equitable price.

(b) In the event the County exercises its option to purchase the assets of the Grantee's cable television system, it shall give the Grantee written notice of its intent to do so. The Grantee shall, within seven days of receipt of such notice, enter into bona fide negotiations with the County for the purpose of consummating the transaction at the earliest possible time.

(c) In the event the County elects to purchase the Grantee's cable television system, and the fair market value or an equitable price cannot be agreed upon, the final price shall be determined by the Circuit Court of the County of Dinwiddie.

Sec. 15A-12A. Transfer of Ownership to County.

(a) Upon payment of the purchase price, the Grantee shall immediately transfer to the County possession and title to all facilities and property, real and personal, related to its cable television system free from any and all liens and encumbrances not agreed to be assumed by the County in lieu of some portion of the purchase price. The Grantee shall make it a condition of each contract entered into by it with reference to its operations under this chapter and franchise, that the contract shall be subject to the exercise of this option by the County and that the County shall have the right to succeed to all privileges and obligations thereof upon the exercise of

such option.

(b) The County shall have the right and power to assign its purchase rights to a successor Grantee selected by the County in a manner not inconsistent with the provisions of this chapter.

Sec. 15A-12B. Grantee's Obligation as Trustee.

Until such time as the Grantee transfers to the County or to a new Grantee possession and title to all assets, real and personal, related to its cable television system, the Grantee shall, as trustee for its successor in interest, continue to operate the cable television system under the terms and conditions of this chapter and the franchise and to provide the regular subscriber service and any and all of the services that may be provided at that time. During such interim period, the Grantee shall not sell any of the system assets nor shall the Grantee make any physical, material, administrative or operational change that would tend to (1) degrade the quality of service to the subscribers, (2) decrease income, or (3) materially increase expenses without the express permission, in writing, of the County or its assignee. The County shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

Sec. 15A-12C. Management Fee.

For its management services during this interim period, the Grantee shall be entitled to receive as compensation, the net profit, as defined herein, generated during the period between the date the Grantee received written notice from the County of its intent to purchase the Grantee's cable television system or the expiration date of the franchise, whichever is earlier, and the payment of the purchase price. Such management services shall not be continued without Grantee's consent for more than six (6) months. However, if the Dinwiddie County Circuit Court determine that the Grantee is responsible for any delay in transfer of ownership and control, the Grantee shall continue to operate the cable television, as provided for in Section 15A-12b, without compensation for its services until the sales agreement is executed and ownership and control passes to the County or its assignee. In addition, the County shall also have the further right to (1) forthwith terminate Grantee's franchise and have the system removed or (2) to purchase the assets of the Grantee's cable television system at its depreciated value.

Sec. 15A-13. Initial Franchise Area.

(a) Attached to this franchise ordinance are a document entitled "Addendum I" and a document entitled "Addendum II." The area of land bounded by the description found in Addendum I and exemplified on Addendum II shall be known as the Initial Franchise Area (IFA). The Grantee shall offer services to any home or building within the IFA provided that such home or building is within two hundred (200) feet of Grantees's trunk and feeder lines; if such building or home is not within two hundred (200) feet, then Grantee shall offer service in accord with paragraph (b) immediately below.

(b) For homes or buildings in the general vicinity of the IFA, but not within two hundred feet (200) of the trunk and feeder lines established in the IFA, Grantee shall extend service to such home or building provided that the owner thereof agrees to pay the direct, total cost of that service extension in advance, or upon such terms as are agreeable to Grantee. Total cost shall not include the first two hundred (200) feet of the extension.

(c) In determining whether a home or building is within two hundred (200) feet of Grantee's trunk or feeder line, the distance shall be measured from the most technologically feasible point along the line.

(d) The Grantee may interconnect its cable television systems or other broadband communications facilities located in adjacent communities so long as such interconnection is for the benefit of subscribers within the County.

Sec. 15A-14. Extension of Service.

(a) Grantee shall extend its full service outside the Initial Franchise Area, in accordance with its fee schedule then in effect and without any additional charge for such extension, to any area in which the County or the residents of the area demonstrate (by petition, for example) that there are, at a minimum, thirty-five potential subscribers per mile of trunk and feeder cable to be extended.

(b) The density criterion in paragraph (a) above shall be determined by dividing the total number of miles of trunk and feeder line to be run by the total number of potential subscribers which might be served by the extension. In determining whether someone "might be served," they must be within two hundred (200) feet of the most practicable trunk and feeder route for the proposed extension (as further defined in section 15A-13(c)) to

qualify.

(c) A "potential subscriber" is a person or business who has indicated a willingness to subscribe to Grantee's service by depositing the sum of fifty dollars (\$50.-00) earnest money with Grantee. The deposit shall be refunded if (i) Grantee does not make the extension or (ii) Grantee makes the extension and the individual subscribes for a period of one year; otherwise, the deposit is non-refundable.

(d) For homes or buildings in the general vicinity of an extended service area, but not within two hundred (200) feet of the extended trunk and feeder line, Grantee shall extend service to such home or building provided that the owner thereof agrees to pay the direct, total cost of that service extension in advance, or upon such terms as are agreeable to Grantee. Total cost shall not include the first two hundred (200) feet of the extension.

(e) Grantee shall make every reasonable effort to cooperate with cable television franchise holders in adjacent communities in order to provide cable service in areas within the County not qualifying under this or the previous section. The County shall make every reasonable effort to cooperate with the Grantee in order to provide cable television service in areas outside the County.

(f) The provisions of this section state when extensions must be made (mandatory) only, and shall not be construed so as to deny the Grantee the discretion to extend its service to a person or persons upon such terms as may be agreeable to the person or persons and to Grantee; provided however, that Grantee may not discriminate or extend or refuse to extend service arbitrarily.

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 have the capability to operate with at least thirty-five channels. Programming on all channels will not be required.

(c) The system shall be designed with capabilities of being expanded to provide two-way service as appropriate.

iate.

(d) Within twenty-four (24) months after the franchise is awarded the County may require that the Grantee's cable television system maintain at least one specially designated noncommercial public access channel available on a first-come, nondiscriminatory basis. If the County requires it 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. If the County requires it, 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 within twenty-four (24) months after the franchise is awarded maintain a specially designated access channel for use by local educational authorities. This channel shall be installed and made available without charge from the time of commencement of cable television service in the County.

(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 within twenty-four (24) months of the commencement of cable television service in the County until five years after completion of the system's basic trunk line.

(g) (Repealed)

(h) Whenever all of the channels described in paragraphs (d), (e) and (f) 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.

(i) Grantee shall provide, without charge within the Initial Franchise Area, one service outlet to each fire station, public school, police station and public library; provided, however, that if it is necessary to

extend Grantee's trunk or feeder lines more than two hundred feet solely to provide service to any such school or public building, the County shall have the option, either of paying Grantee's direct costs for such extension, in excess of two hundred feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred feet of drop cable.

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 (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 area 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 business hours, including facilities for twenty-four hour 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 made available by Grantee to the County upon request for cause.

(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. Periodically, but not less frequently than once every six months, the following data will be obtained and made available

for County inspection:

(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. If no such FCC reports are required the County may require tests and reports comparable to those now required by the FCC.

(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

iated 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 procedure 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 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 there-

fore 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 Department to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the County for restoration 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 of 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 \$1,000.00.

(e) Grantee shall comply with privacy requirements prescribed by Federal law in addition to the requirements imposed by this section.

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 appro-

priate 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 Grant-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 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, unless, however, the challenge is a good faith one made for the purpose of determining whether this chapter or the franchise complies with federal law.

Sec. 15A-25. Failure to Enforce 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.

(c) The right to adopt additional regulations at the end of the tenth year of the franchise to require that the system be upgraded to what is then considered a "state-of-the-art" system.

(d) (repealed).

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: AWARD OF CABLETELEVISION FRANCHISE TO DINWIDDIE CABLE TV

The County Administrator stated the firm of Dinwiddie Cable TV has been reviewed by the County Attorney and the cable-television consultant, Fred Griffin, and it was their recommendation that the cabletelevision franchise be awarded to this firm for the requested franchise area.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the cabletelevision franchise for Dinwiddie County be awarded to Dinwiddie Cable TV; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the County Administrator and County Attorney be authorized to prepare the franchise agreement for action by the Board of Supervisors.

IN RE: PUBLIC HEARING--A-85-10--REZONING APPLICATION FOR
BRENDA OLGERS

This being the time and place as advertised in the Progress-Index on Tuesday, December 31, 1985 and Wednesday, January 8, 1986 for the Board of Supervisors to consider for adoption an ordinance to amend Section 19, Parcel 103C, by changing the district classification from Agricultural, General A-2 to Business, General B-2.

Mr. W.C. Scheid, Director of Planning, presented the application and reviewed the action taken by the Planning Commission at its January 8, 1986 meeting, wherein they recommended downzoning the request to Business, Limited B-1.

Mrs. Olgers appeared in support of her request stating she was in agreement with the recommendation of Business, Limited B-1 to keep the business compatible with the area.

No one appeared in opposition.

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

BE IT ORDAINED by the Board of Supervisors, Dinwiddie County, Virginia, that the Zoning Ordinance be amended by changing the district classification of section 19, parcel 103C from Agricultural, General, A-2 to Business, Limited, B-1. Said parcel contains approximately 0.60 acres and is generally defined as follows: starting at a point on U.S. Route 460 at its intersection with the lane going into the property N/F owned by Raymond and Nannie Heller, heading N 69° 07' W along U.S. Route 460 approximately 125' to a point; then S 15° 13' W a distance of 209.76' to a point; then S 69° 07' E approximately 125' to a point; then 15° 13' E a distance of 209.76' to the point of beginning.

In all other respects said zoning ordinance is hereby reordained.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Bennett, seconded by Mr. H. Clay, Mr. Bennett, Mr. Clay, Mr. Hargrave, Mr. Robertson, Mr. Clay voting "aye", pursuant to Sec. 2.1-344(6) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 7:58 P.M. to discuss legal matters. The meeting reconvened into open session at 8:18 P.M.

IN RE: CRIME SOLVERS--ENDORSEMENT TO JOIN PETERSBURG CRIME SOLVERS

Sheriff Bennie Heath appeared before the Board to request the Board's endorsement to join the Petersburg Crime Solvers program.

Mr. H. Clay stated that the Board has met with the Petersburg Crime Solvers representatives and they have extended an invitation to Dinwiddie to become a part of their team.

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

BE IT RESOLVED that the Board of Supervisors endorses the Sheriff's request to join the Petersburg Crime Solvers organization.

IN RE: SHERIFF--AUTHORIZATION TO SOLICIT BIDS FOR FIVE NEW POLICE CARS

Sheriff B.M. Heath appeared before the Board to request authorization to secure bids on five new police vehicles. He indicated that the state contract on police vehicles would soon be available. He presented a list of vehicles outlining the mileage of those vehicles that would be replaced.

Upon motion of Mr. Hargrave, seconded by Mr. H. Clay, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Robertson, Mr. Clay voting "aye", the Sheriff was authorized to secure bids on five new police vehicles.

IN RE: APPOINTMENTS--TRANSPORTATION SAFETY COMMISSION

Mr. H. Clay submitted the name of Bryant Southall to represent the Rescue Squad on the Transportation Safety Commission.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following appointments are approved for the Transportation Safety Commission, terms expiring December 31, 1986:

Bryant Southall; G.S. Bennett, Jr., Tommy Gibbs, Barbara Wilson, Rebecca Tilson, Max Roberts and Kenny Tyree.

IN RE: CARES--APPROVAL OF ADDITIONAL FUNDING FOR RENOVATION OF SHELTER

The Board received a request from the Crisis Assistance Response Emergency Shelter for an additional appropriation of \$500 towards the renovation of the building being used as a shelter. The cost of the renovation exceeded the grant the Shelter received by \$2500 and the "user" jurisdictions are being asked to contribute towards the cost overrun. Mr. A. Clay stated he had been contacted by Mrs. K.B. Talley, Director of Social Services, endorsing the need for the shelter.

Upon motion of Mr. Robertson, seconded by Mr. Hargrave, Mr. Robertson, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Clay voting "aye", the request from CARES, Inc. for an additional appropriation of \$500 was approved.

IN RE: AUTHORIZATION TO ADVERTISE A PUBLIC HEARING--RECODIFICATION OF COUNTY CODE

Upon motion of Mr. Hargrave, seconded by Mr. H. Clay, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Robertson, Mr. Clay voting

"aye", the County Administrator was authorized to advertise a public hearing to consider adoption of the recodification of the County Code for the February 19, 1986 meeting.

IN RE: CIRCUIT COURT CLERK'S OFFICE--WINDOW RENOVATION

The County Administrator requested guidance from the Board on the renovation of the existing windows and the construction of new windows in the Circuit Court Clerk's Office. He stated the windows in the existing portion have been closed with metal blinds, painted and then paneled over. The employees have expressed a desire to have some open windows in that section. His question, therefore, was whether the Board wanted to make the existing windows in the old part open and functional and then construct the new ones like the old ones.

Upon motion of Mr. H. Clay, seconded by Mr. Hargrave, Mr. Clay, Mr. Hargrave, Mr. Bennett, Mr. Robertson, Mr. Clay voting "aye", the County Administrator was authorized to have the architect explore the cost of opening the windows in the old section and making them functional and designing the windows in the new section of the Clerk's Office accordingly.

IN RE: SOUTHSIDE VIRGINIA LEGAL SERVICES, INC.--REQUEST FOR OFFICE SPACE

Mr. Larry G. Elder, Commonwealth Attorney, presented a request from Southside Virginia Legal Services, Inc. to use an existing office space in the Courthouse once a week to provide legal services. Any long distance calls would be billed to SVLS by credit card. Mr. Elder suggested they could use the Magistrate's office in the Courthouse which is not occupied very often. A telephone is available and all copying can be done at the Clerk's Office. He stated there should be no expense to the County.

Upon motion of Mr. H. Clay, seconded by Mr. Robertson, Mr. Clay, Mr. Robertson, Mr. Bennett, Mr. Hargrave, Mr. Clay voting "aye", the request from Southside Virginia Legal Services, Inc. to use the Magistrate's Office in the Courthouse one day a week was approved.

IN RE: BINGO & RAFFLE PERMIT--NAMOZINE VFD

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

WHEREAS, the Namozine VFD has made application to the Board of Supervisors for a Bingo & Raffle permit for the calendar year 1986; and

WHEREAS, the Namozine VFD has paid the \$10.00 fee and meets the requirements of the State Code of Virginia;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Namozine VFD be granted a Bingo and Raffle Permit for the calendar year 1986.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Bennett, seconded by Mr. Robertson, Mr. Bennett, Mr. Robertson, Mr. Clay, Mr. Hargrave, Mr. Clay voting "aye", pursuant to Sec. 2.1-344 (6) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 8:47 P.M. to discuss legal matters. The meeting reconvened into Open Session at 10:27 P.M.

IN RE: ADJOURNMENT

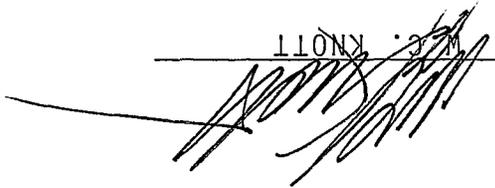
Upon motion of Mr. H. Clay, seconded by Mr. Robertson, Mr. Clay, Mr. Robertson, Mr. Hargrave, Mr. Bennett, Mr. Clay voting "aye", the meeting was adjourned at 10:28 P.M.


A.S. CLAY, CHAIRMAN

100-10
100-10

W.C. KNOTT

ATTEST:

A large, dark, handwritten signature scribble that overlaps the printed name 'W.C. KNOTT' and extends to the left across the page.