



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date:** October 25, 2006

**Item Number:** 2.

**Subject:**

County Administrator's Comments

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

**Summary of Information:**

The Board of Supervisors established the Chesterfield Access Transportation Program in November 2004. This local transportation program provides non-emergency transportation to low-income, elderly, and/or disabled customers who reside in the County but need transportation services within the County or the Metropolitan areas of Richmond, Petersburg, Hopewell and Colonial Heights.

The program has been extremely successful and continues to grow. After almost two years in operation, Ms. Rebecca Dickson will present information on program ridership and other program trends.

Preparer: Rebecca T. Dickson

Title: Deputy County Administrator

**Attachments:**



Yes



No

#  
**000001**



Presentation to the Board of  
Supervisors

October 25, 2006

# ACCESS CHESTERFIELD

## **Overview:**

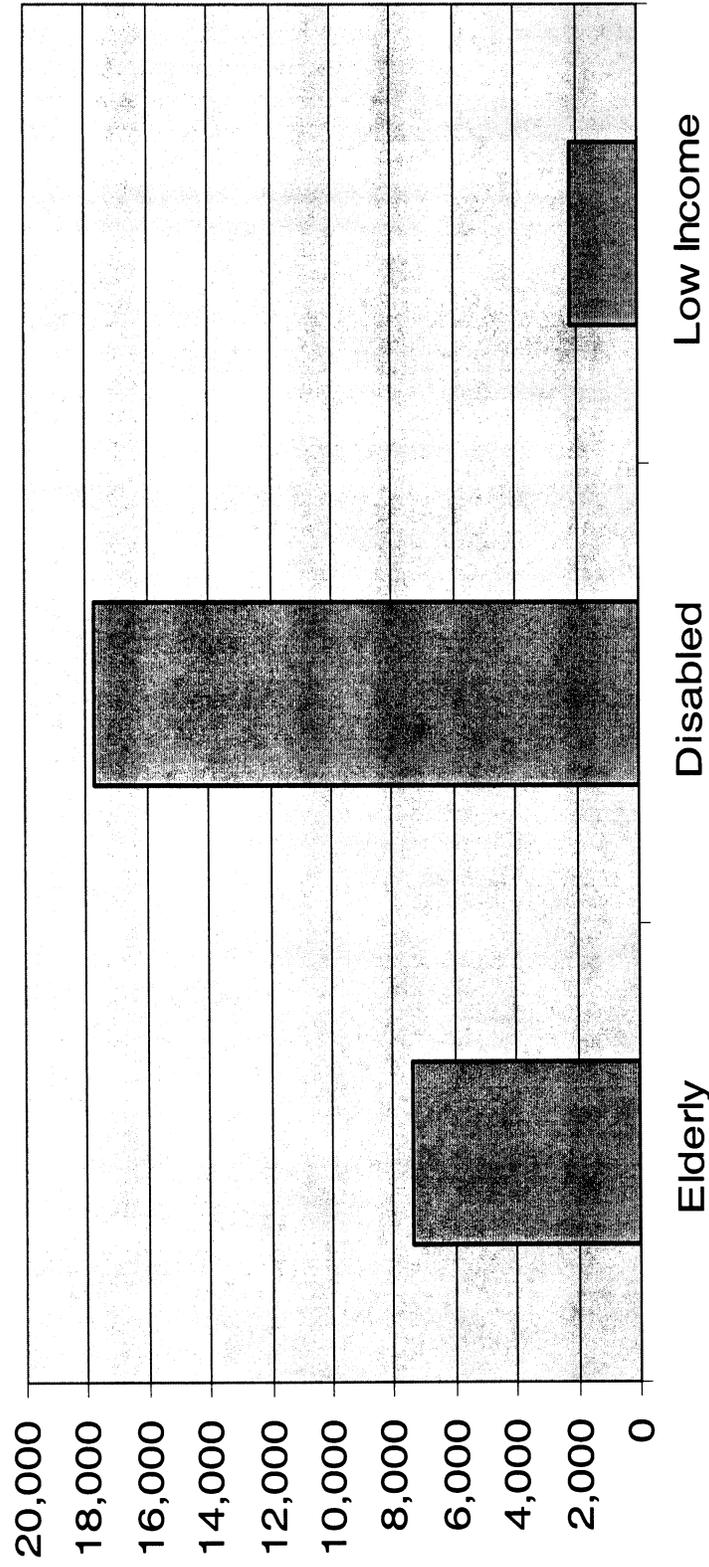
- Program began in November, 2004; almost two years in operation.
- Established to provide non-emergency transportation to elderly, disabled, and low income County residents.
- Riders taken to destinations within the County and surrounding metro area.

# ACCESS CHESTERFIELD

- County contracts with vendor (Van Go) to provide the service.
- Approximately 1,080 registered passengers; approximately 11% of registered passengers use service every week.
- Riders pay 30% of the cost of each trip. Average price per trip is \$24.32; riders pay \$7.25.

# ACCESS

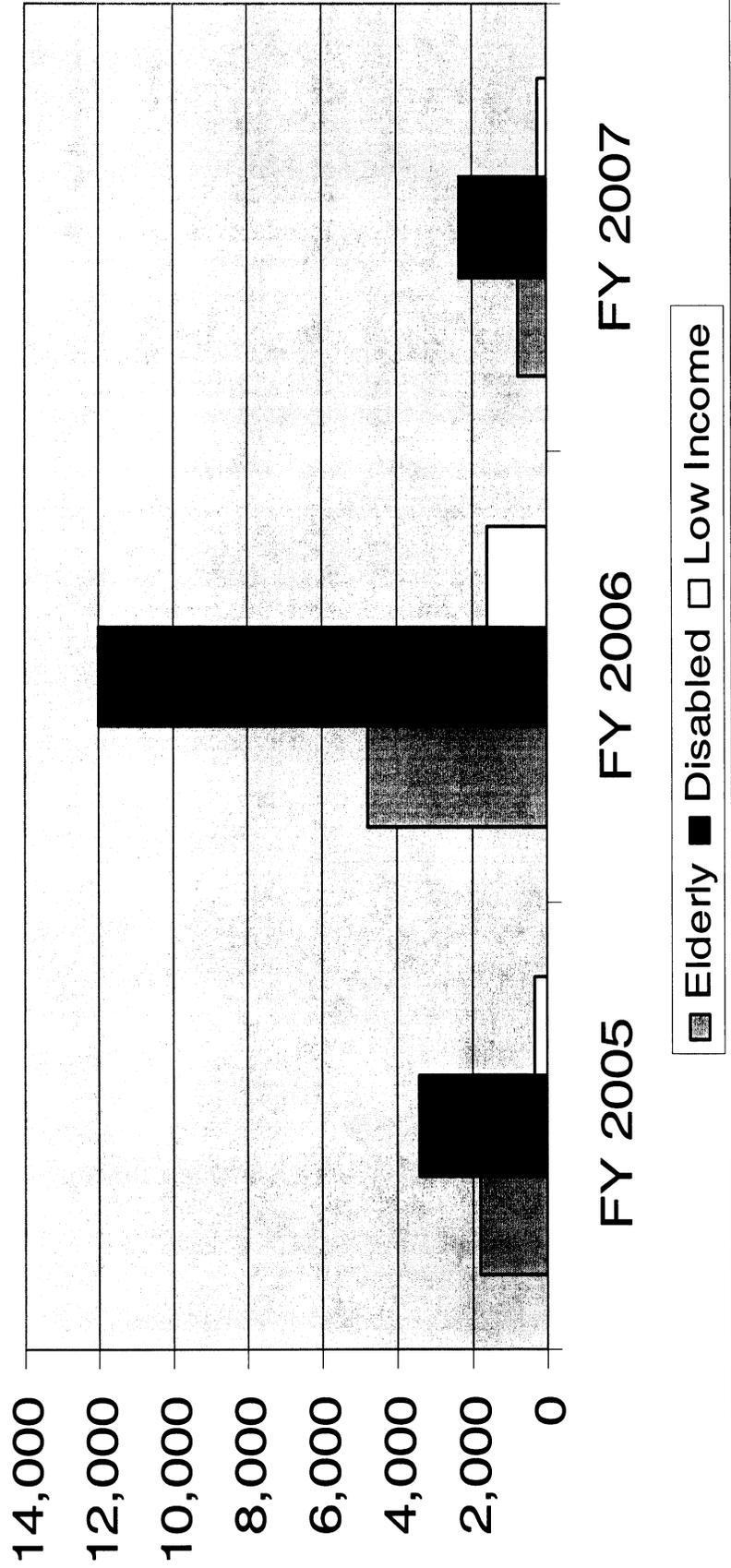
## Who Are We Serving? Total Trips Provided 11/04 to 8/06



Note: Trip is defined as one-way

# ACCESS

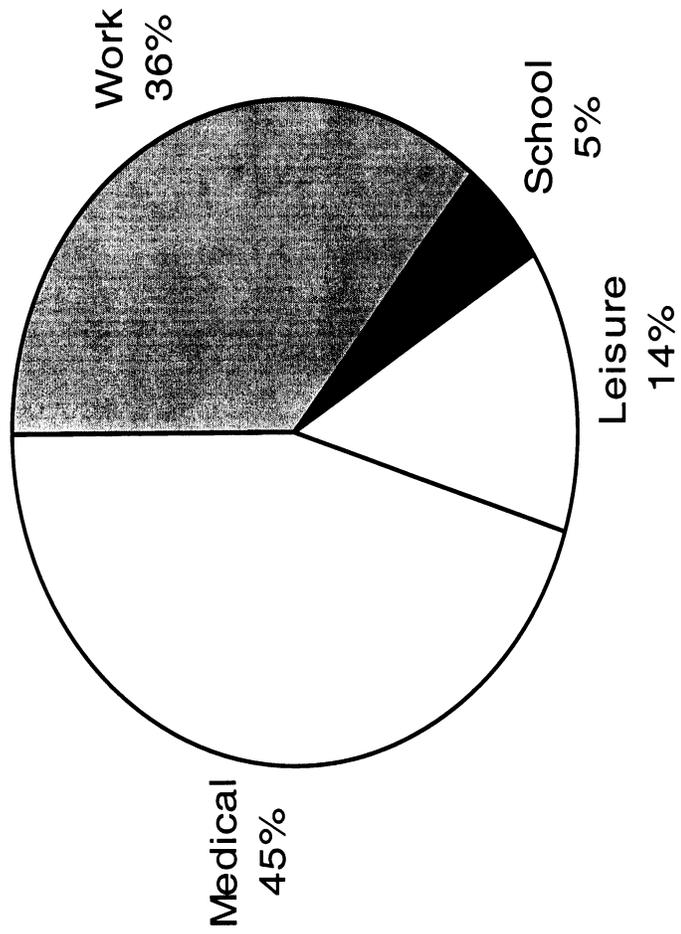
## Who Are We Serving? Trip Trend 11/04 to 8/06



# ACCESS

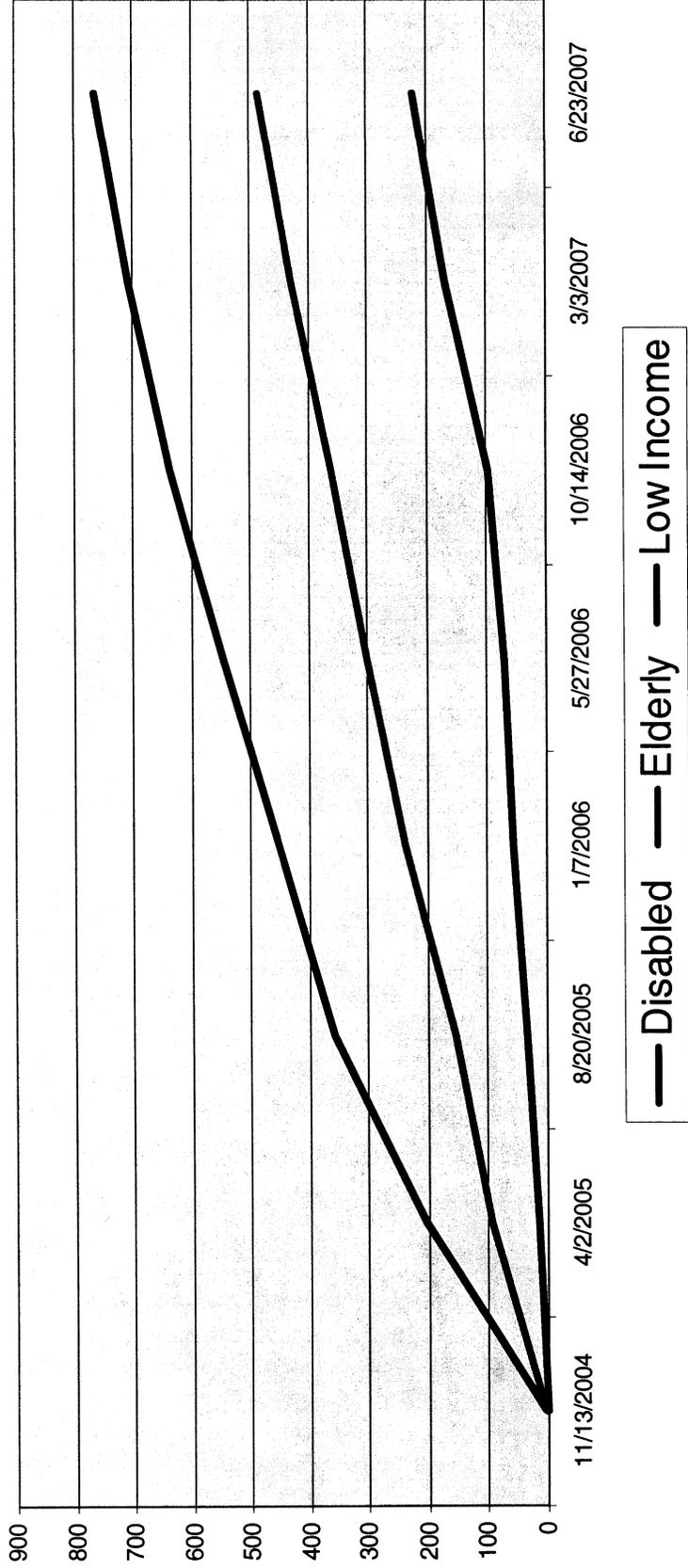
## Where are Customers Going?

**FY06 - Total Trips 18,370**



# ACCESS

## Passenger Registration 11/04 to Projected 6/07

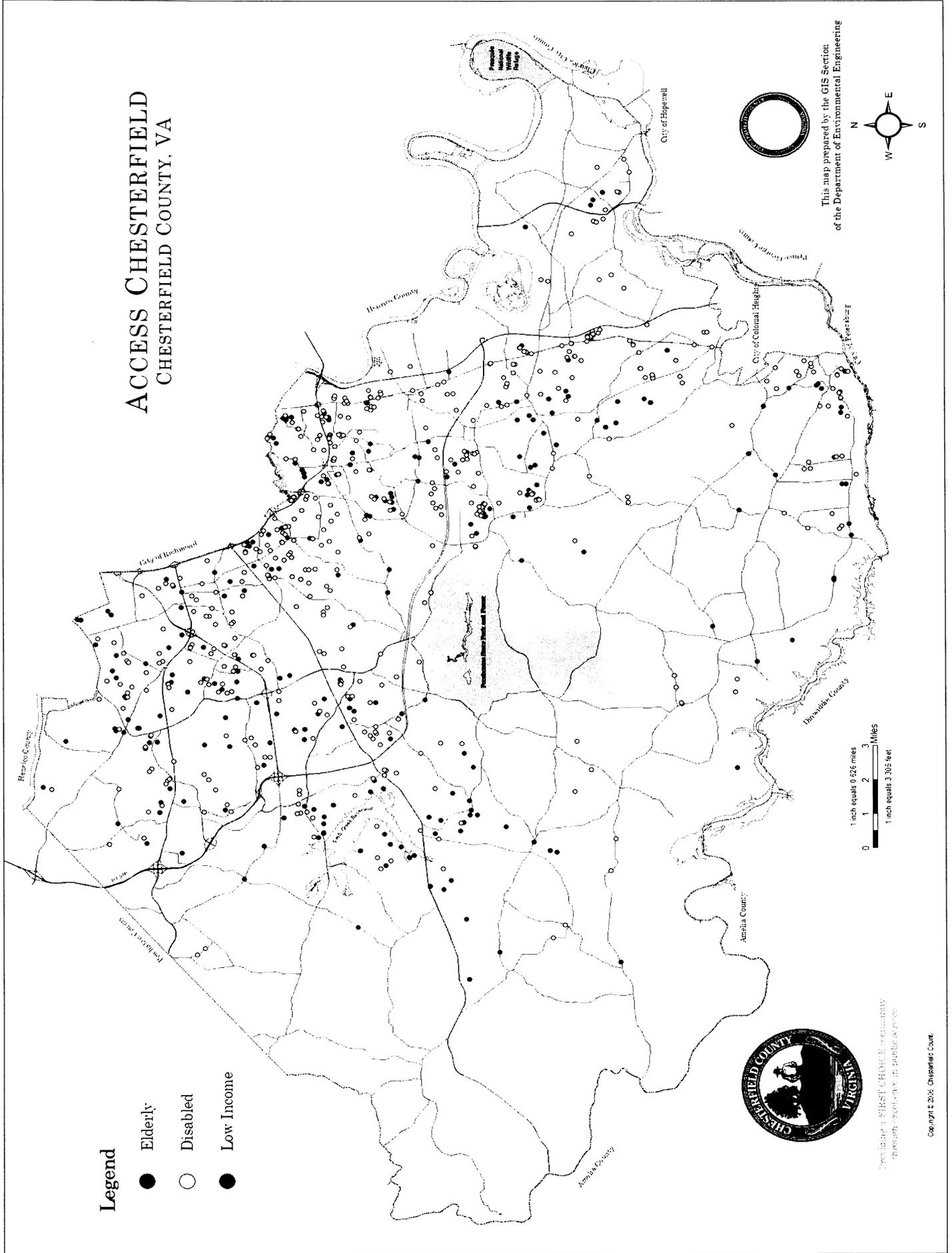


000003

**Legend**

- Elderly
- Disabled
- Low Income

# ACCESS CHESTERFIELD CHESTERFIELD COUNTY, VA

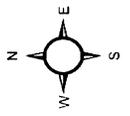


Providing a FIRST CHOICE alternative through cooperation in public services

Copyright © 2005 Chesapeake Court



This map prepared by the GIS Section  
of the Department of Environmental Engineering

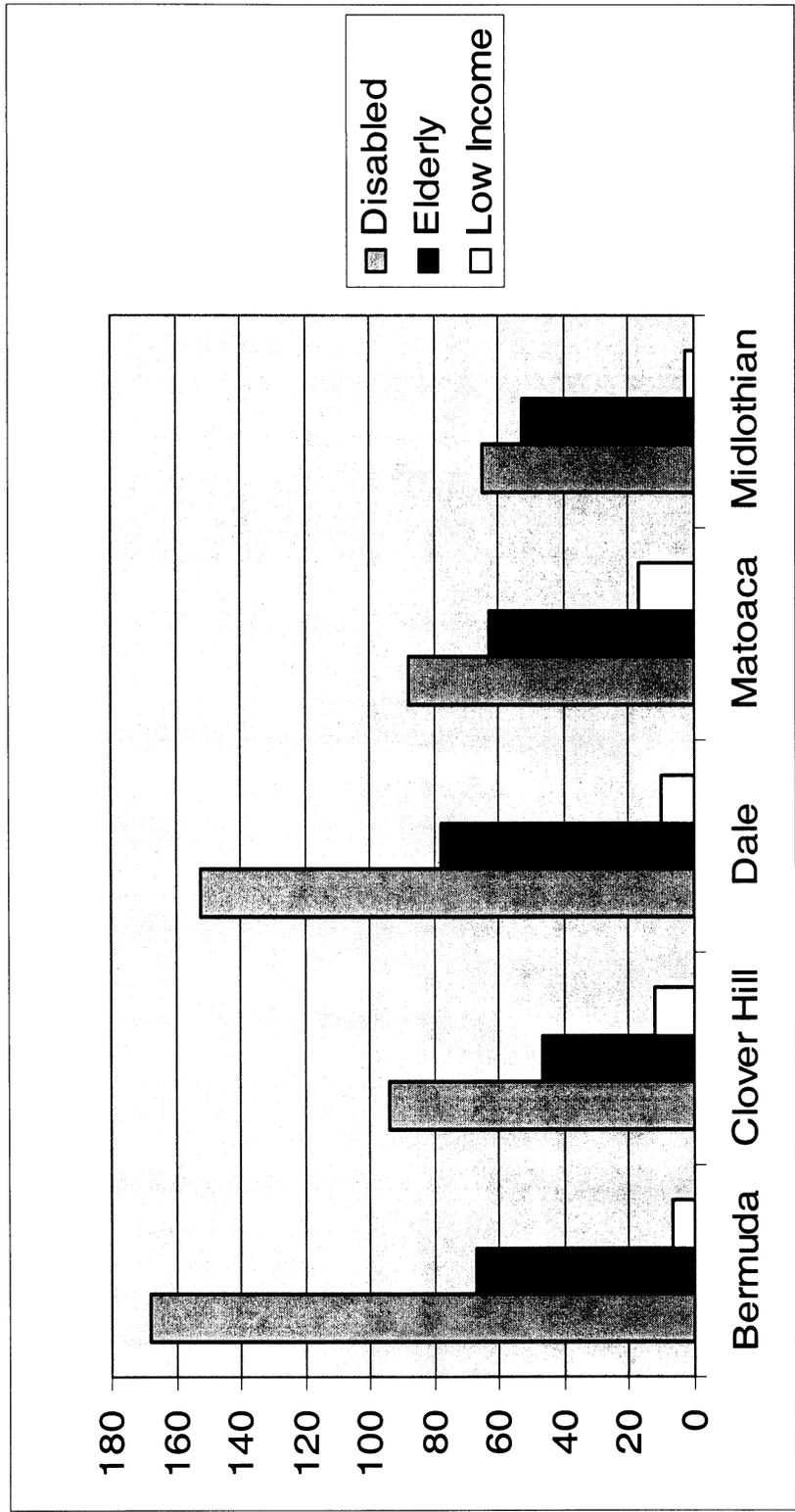


1 inch equals 0.526 miles  
0 1 2 3 Miles  
1 inch equals 3,302 feet

C300000

# ACCESS

## Registered Passengers by District (11/04 to 1/06)



Note: Approximately 55 registered passengers not able to locate – P.O. Box address



## Future:

- Funding
- Cost for riders
- Advertisement
- Expedited application process for emergencies
- Possible expansion of the program to other County departments



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date:** October 25, 2006

**Item Number:** 8.A.

**Subject:**

Nomination/Appointment to the Petersburg Area Regional Tourism Corporation

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

Nominate/appoint Ms. Marilyn Cole, Assistant County Administrator to serve on the Petersburg Area Regional Tourism Corporation.

**Summary of Information:**

The Petersburg Regional Tourism Corporation is to develop and implement a regional tourism marketing initiative that will result in increased tourism visitation and spending. In addition, the corporation will assist member localities in strategic product development planning.

It is requested that **Ms. Marilyn Cole**, Assistant County Administrator be appointed to the Petersburg Area Regional Tourism Corporation for the balance of a three-year term that covers July 1, 2006 and ends June 30, 2009.

Under the existing Rules of Procedure, appointments to boards and committees are nominated at one meeting and appointed at the subsequent meeting unless the Rules of Procedure are suspended by a unanimous vote of the Board members present. Nominees are voted on in the order in which they are nominated.

Preparer: Rebecca T. Dickson

Title: Deputy County Administrator

**Attachments:**

Yes

No

# 000012



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date:** October 25, 2006

**Item Number:** 8.B.1.

**Subject:**

Award Construction Contract to Commercial Concrete Solution, LLC and Transfer of Funds for Quail Oaks/Kingsdale Road Drainage Improvements

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** \_\_\_\_\_ *JBR*

**Board Action Requested:**

The Board of Supervisors is requested to award a \$195,029.30 construction contract for the Quail Oaks/Kingsdale Road Drainage Project to Commercial Concrete Solution, LLC, transfer \$86,896.00 from the miscellaneous drainage account, transfer \$42,073 from various completed projects and transfer \$75,000 from the Pocoshock Stream Restoration into the Quail Oaks/Kingsdale Road drainage account, and authorize the county administrator to execute the necessary documents.

**Summary of Information:**

The project was originally bid in the summer of 2005 with one bidder. The bid was 212% above the estimate. An independent estimate was performed and the low bidder was still 152% above the independent estimate; therefore, the bid was rejected. The project was re-bid in late August, 2006, and the bid opening was held on Tuesday, September 26, 2006 with six firms submitting bids. The low bid was \$195,029.30 and was submitted by Commercial Concrete Solutions, LLC and is only 11% above the original estimate in 2005 and is 75% below the independent estimate. The additional funding will be obtained from closing several projects that have been completed, transferring funds from projects where citizens have not agreed to donate the easements, and re-allocating the FY07 funds.

**District:** Bermuda

**Preparer:** Richard M. McElfish

**Title:** Director, Environmental Engineering

**Attachments:**



Yes



No

# 000013



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 2 of 2

**Meeting Date:** October 25, 2006

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**Budget and Management Comments:**

This item requests that the Board transfer funds totaling \$203,969 from various drainage projects that have either been completed, or right of way easements that have not been obtained, or the funding is available for use at this time. These transfers will enable the bid of \$195,029 to be awarded for the Quail Oaks/Kingsdale Road Drainage Project (which is located in the Bermuda District) and will include paved ditch and storm sewer improvements. The excess of \$8,940 will allow for a small contingency for any potential change orders that may occur.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000011

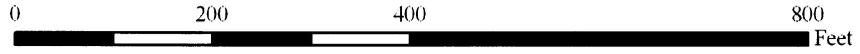


# Parcel Map of Chesterfield County

Chesterfield County assumes no legal responsibility for the information contained on this map.  
This map is not to be used for land conveyance.



The horizontal data is based on the VA State Plane Coordinate system, NAD 1983. The topographic information is based on 1989 photogrammetry and NAVD29. Aerial imagery was taken in February 2002.





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** October 25, 2006

**Item Number:** 8.B.2.

**Subject:** State Road Acceptance

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

**Matoaca:** Collington, Section 5

**Midlothian:** Manders Drive

**Preparer:** Richard M. McElfish

**Title:** Director, Environmental Engineering

**Attachments:**



Yes



No

#

000016

**TO: Board of Supervisors**

**FROM: Department of Environmental Engineering**

**SUBJECT: State Road Acceptance - COLLINGTON, SEC 5**

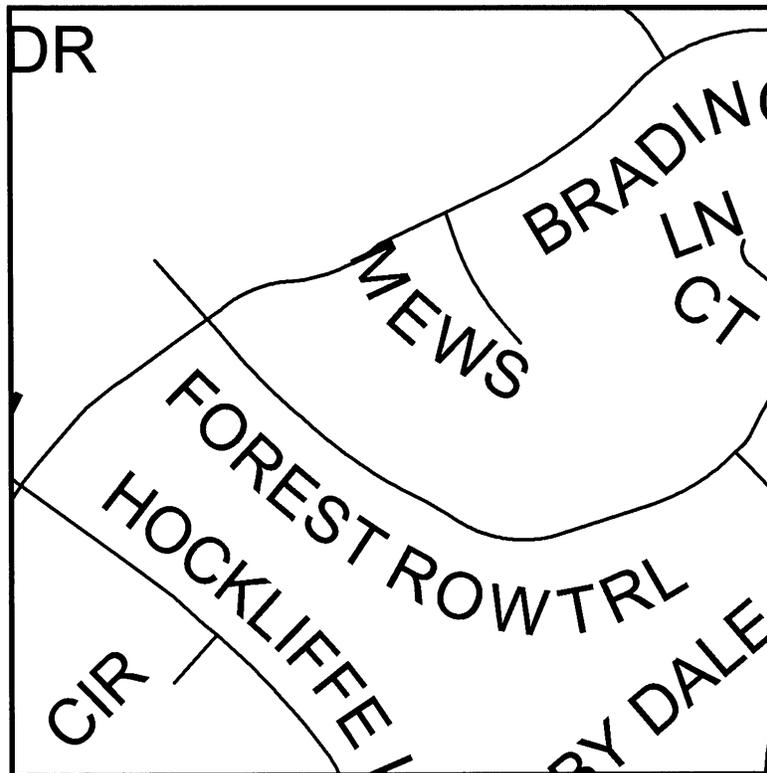
**DISTRICT: MATOACA**

**MEETING DATE: October 25, 2006**

**ROADS FOR CONSIDERATION:**

**BRADING LN  
FOREST ROW TRL**

**Vicinity Map: COLLINGTON, SEC 5**



Produced By Chesterfield County GIS

**000017**

**TO: Board of Supervisors**

**FROM: Department of Environmental Engineering**

**SUBJECT: State Road Acceptance - Manders Dr**

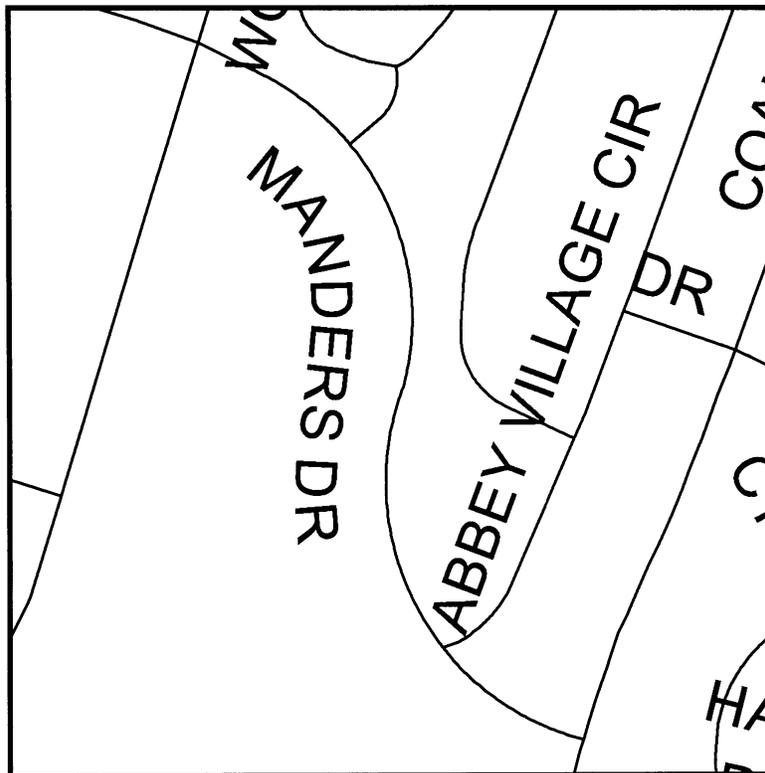
**DISTRICT: MIDLOTHIAN**

**MEETING DATE: October 25, 2006**

**ROADS FOR CONSIDERATION:**

**MANDERS DR**

**Vicinity Map: Manders Dr**



Produced By Chesterfield County GIS

**000013**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: October 25, 2006**

**Item Number: 8.B.3.**

**Subject:**

Set Public Hearing to Consider Technical Amendments to Chesterfield County Code Section 9-132, Relating to Processing Fees and Fees for Courthouse Security

**County Administrator's Comments:** *Recommend Nov. 21, 2006*

**County Administrator:** \_\_\_\_\_ *[Signature]*

**Board Action Requested:**

The Board is requested to set a public hearing for November 21, 2006, to consider amendments to Chesterfield County Code Section 9-132, relating to the collection of processing fees for persons admitted to jail following conviction and fees for courthouse security.

**Summary of Information:**

Under current law, a \$25 processing fee is collected from every individual admitted to the County or Regional jail following conviction in a district or circuit court. The processing fees are deposited with the County Treasurer and are appropriated by the Board to the Sheriff's Office to defray the costs of processing persons into the jail.

In addition, a fee of \$5 is imposed in each criminal and traffic case in which the defendant is convicted of a violation of any statute or ordinance. These fees are remitted to County Treasurer and are held subject to appropriation by the Board to the Sheriff's Office for the funding of courthouse security personnel, or, if requested by the Sheriff, for equipment and other personal property to be used in connection with courthouse security. The 2006 General Assembly amended the state code to require that

Preparer: Steven L. Micas

Title: County Attorney  
1305:73312.1(72540.1)

**Attachments:**  Yes  No

# **000019**

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

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the appropriation of these fees be made for only these purposes. The proposed language is consistent with the current practices of the County.

A copy of the proposed Ordinance is attached.

1305:73312.1(72540.1)

**000020**

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY  
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING  
AND RE-ENACTING SECTION 9-132 RELATING TO PROCESSING FEES  
AND FEES FOR COURTHOUSE SECURITY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 9-132 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

**Sec. 9-132. Collection of processing fees for persons admitted to jail following conviction and fees for courthouse security.**

(a) (1) In addition to any other fees prescribed by law, a \$25.00 processing fee is hereby imposed on every individual admitted to the county or regional jail following conviction in a district or circuit court.

(2) This processing fee shall be ordered as a part of court costs collected by the clerk, deposited into the account of the county treasurer, and shall be appropriated to the sheriff to defray the costs of processing arrested persons into the jail.

(b) (1) In addition to any other fees prescribed by law, a fee of \$5.00 is hereby imposed in each criminal and traffic case in which the defendant is convicted of a violation of any statute or ordinance. The clerks of the district and circuit courts shall charge and collect this fee as a part of the fees taxed as costs.

(2) After collection by the clerk of the court in which the case is heard, the fee shall be remitted to the county treasurer and held ~~subject to appropriation to be~~ appropriated by the board of supervisors to the sheriff's office solely for the funding of courthouse security personnel, and, if requested by the sheriff, equipment and other personal property used in connection with courthouse security.

(2) *That this ordinance shall become effective immediately upon adoption.*



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date:** October 25, 2006

**Item Number:** 8.B.4.a.

**Subject:**

Acceptance of Parcels of Land for the Chesdin West Water Pump Station from Appomattox River Water Authority

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** \_\_\_\_\_ *[Signature]*

**Board Action Requested:**

Accept the conveyance of parcels of land containing a total of 2.07 acres from Appomattox River Water Authority, and authorize the County Administrator to execute the deed.

**Summary of Information:**

Staff requests that the Board of Supervisors accept the conveyance of parcels of land containing a total of 2.07 acres for the Chesdin West Water Pump Station.

Approval is recommended.

**District:** Matoaca

Preparer: \_\_\_\_\_ John W. Harmon

Title: \_\_\_\_\_ Right of Way Manager

**Attachments:**



Yes

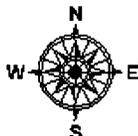
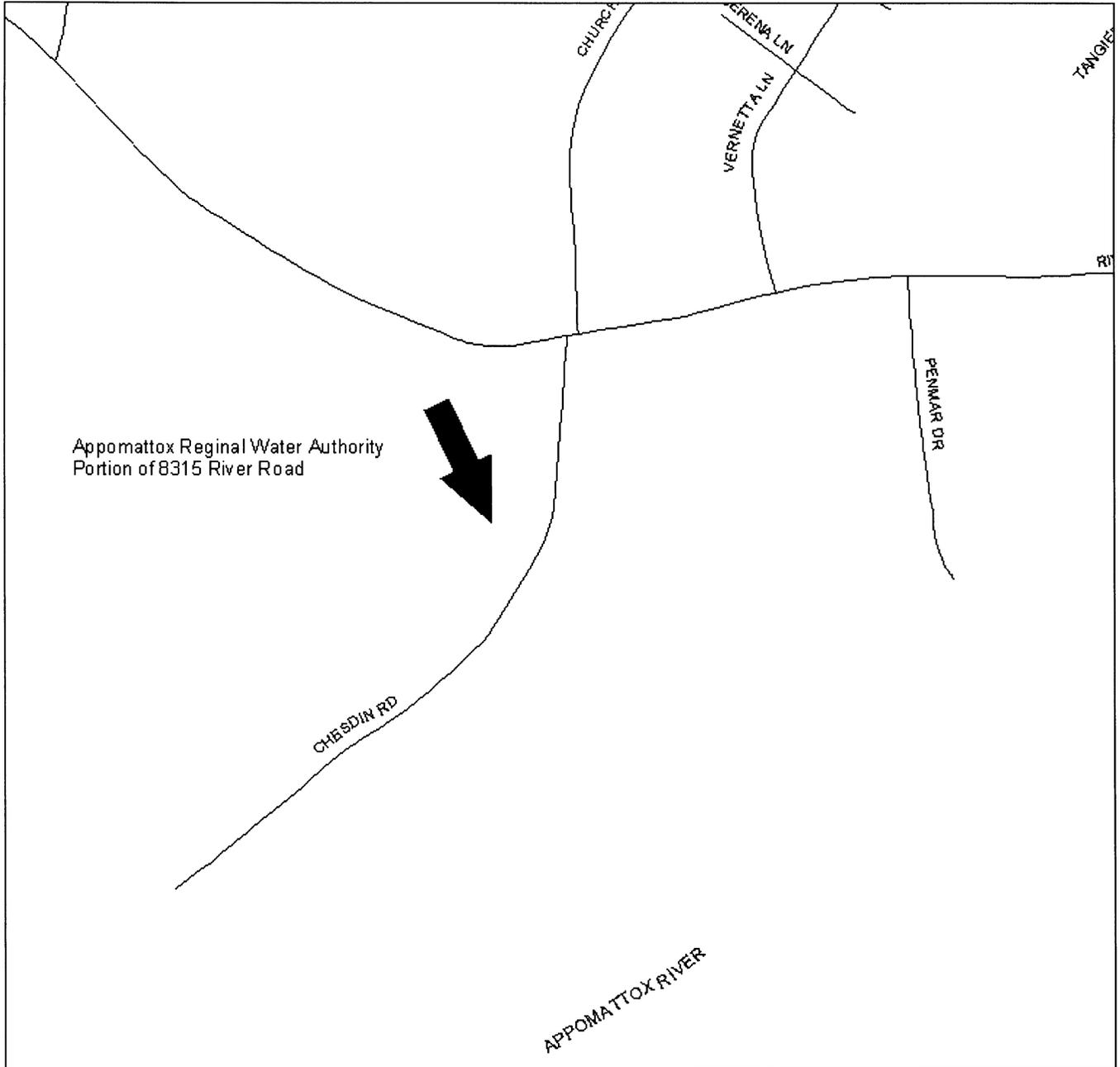


No

#  
**000022**

# VICINITY SKETCH

## ACCEPTANCE OF PARCELS OF LAND FOR THE CHESDIN WATER PUMP STATION FROM APPOMATTOX RIVER WATER AUTHORITY



Chesterfield County Department of Utilities



1 inch equals 916.67 feet

000023

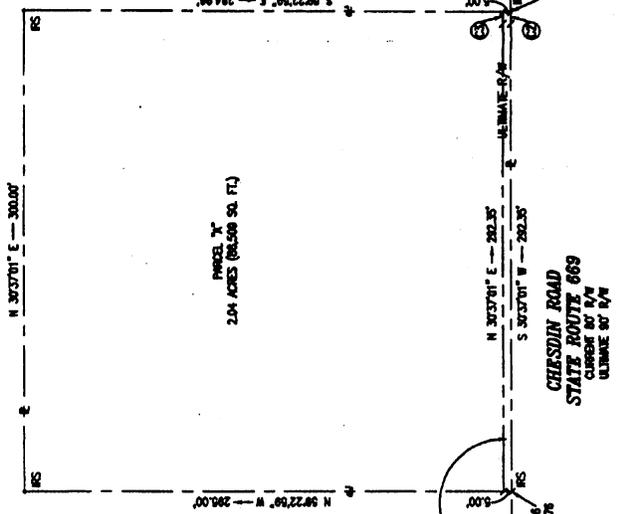
NOTE: BEARINGS BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83)



APPOINTMENT UNDER WATER AUTHORITY  
D.B. 100, P.L. 305  
PARCEL ID: 7800703300000  
0310 UNDER ROAD

APPOINTMENT UNDER WATER AUTHORITY  
D.B. 100, P.L. 305  
PARCEL ID: 7800703300000  
2130 CHESSIN ROAD

APPOINTMENT UNDER WATER AUTHORITY  
D.B. 100, P.L. 305  
PARCEL ID: 7800703300000  
0310 UNDER ROAD



CHESSIN ROAD  
STATE ROUTE 669  
WIDTH OF 60 FT  
LENGTH OF 60 FT

THE STATE ENGINEER HAS REVIEWED THIS PLAT AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANNING BOARD AND THE BOARD OF SUPERVISORS. THE STATE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE STATE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.



PLAT SHOWING PROPERTY TO BE ACQUIRED FROM  
APPOMATTOX RIVER WATER AUTHORITY  
MATOACA DISTRICT, CHESTERFIELD COUNTY, VIRGINIA



- ① PARCELS 3b, 7c, 7d  
TAMMENA-7167  
CHOD DIST-7167  
OL BEARINGS-S307334  
Δ-0728354
- ② PARCELS 3b, 7c, 7d  
TAMMENA-7167  
CHOD DIST-7167  
OL BEARINGS-S307334  
Δ-0728354
- ③ PARCELS 3b, 7c, 7d  
TAMMENA-7167  
CHOD DIST-7167  
OL BEARINGS-S307334  
Δ-0728354

E. STUART WATERS & ASSOCIATES, INC.  
CONSULTING ENGINEERS & SURVEYORS  
1100 BELLEVILLE BLVD., SUITE 200  
RICHMOND, VIRGINIA 23260  
(804) 780-1066

MADE IN VIRGINIA JULY 28, 2006  
RECORDED JULY 28, 2006

COURT PROJECT NO. 06-5658  
S.E.S. PROJECT NO. 0658 PLAT 1

000001



CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA

Meeting Date: October 25, 2006

Item Number: 8.B.4.b.

**Subject:**

Acceptance of a Parcel of Land Adjacent to the North Right of Way Line of Genito Road from Jo Ann Smith Johnson

**County Administrator's Comments:**

*Recommend Approval*

County Administrator: \_\_\_\_\_

*JRH*

**Board Action Requested:**

Accept the conveyance of a parcel of land containing 0.09 acres from Jo Ann Smith Johnson, and authorize the County Administrator to execute the deed.

**Summary of Information:**

Staff requests that the Board of Supervisors accept the conveyance of a parcel of land containing 0.09 acres adjacent to the north right of way line of Genito Road. This dedication is a condition of re-zoning the property.

Approval is recommended.

**District:** Dale

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes

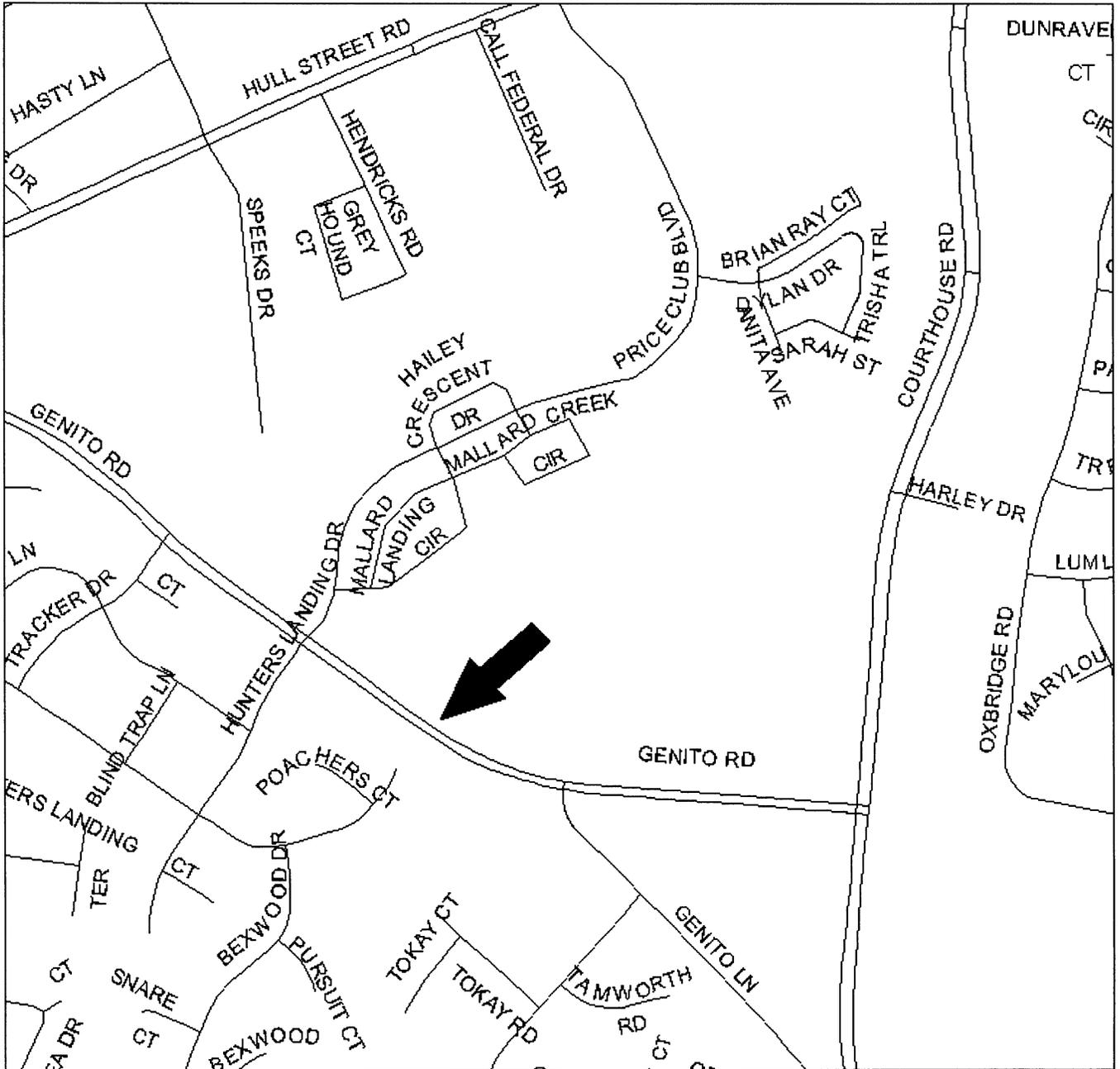


No

# 000025

# VICINITY SKETCH

ACCEPTANCE OF A PARCEL OF LAND ADJACENT  
TO THE NORTH RIGHT OF WAY LINE OF GENITO  
ROAD FROM JO ANN SMITH JOHNSON



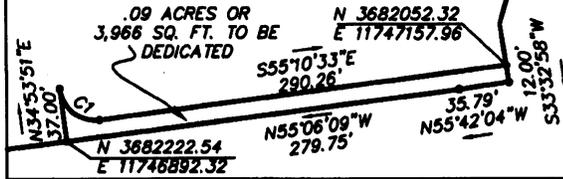
Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000036

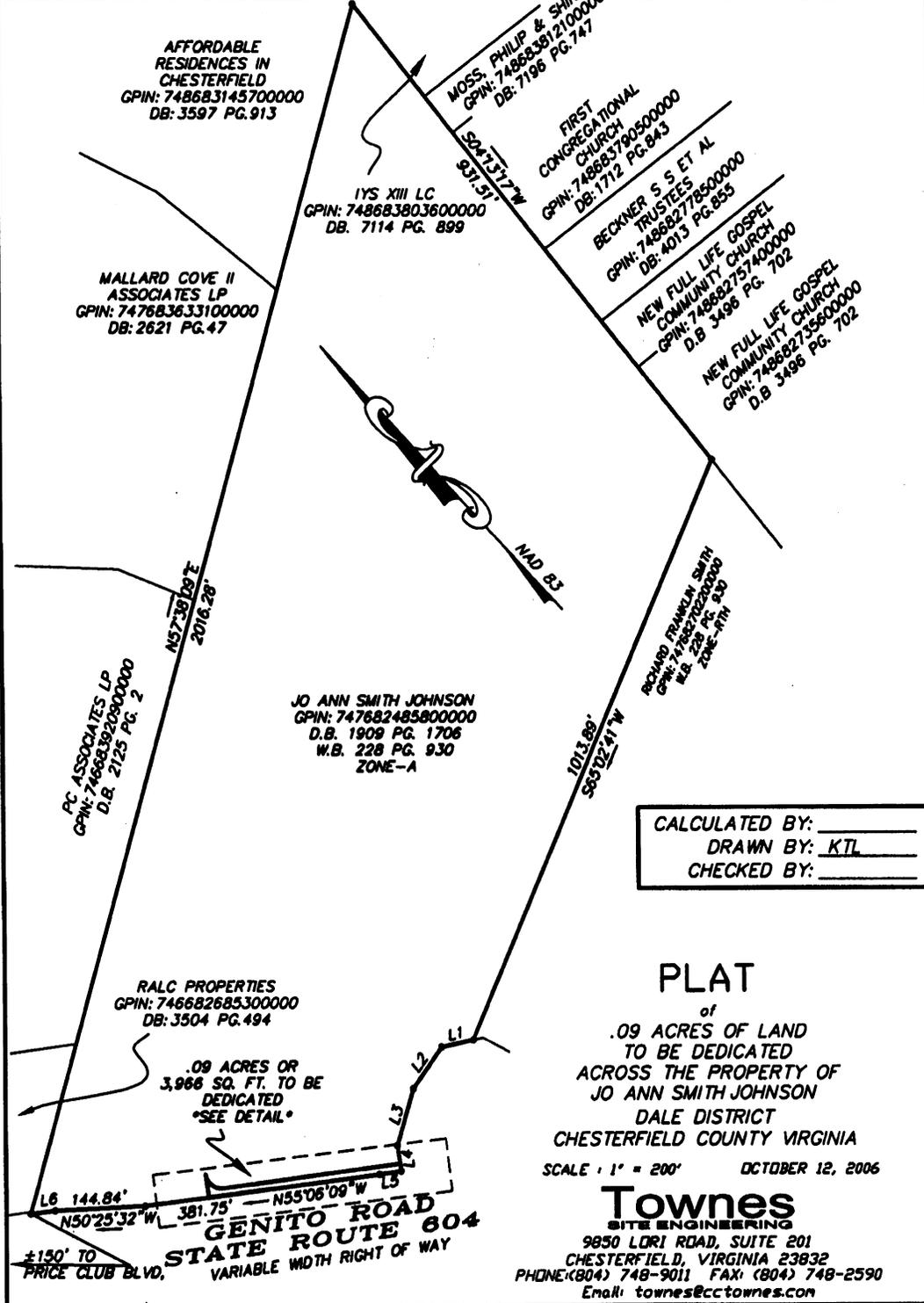
LINE TABLE		
LINE	LENGTH	BEARING
L1	52.81'	S60°07'31"E
L2	81.24'	S76°54'20"W
L3	94.95'	S58°40'06"W
L4	41.34'	S33°32'58"W
L5	35.79'	S55°42'04"E
L6	39.26'	N55°06'09"W



DETAIL SCALE 1"=100'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT
C1	39.27'	25.00'	90°00'00"	35.36'	S10°06'09"E	25.00'

THIS SURVEY IS SUBJECT TO ANY EASEMENT OF RECORD AND OTHER PERTINENT FACTS WHICH A TITLE SEARCH MIGHT DISCLOSE.



CALCULATED BY: \_\_\_\_\_  
 DRAWN BY: KTL  
 CHECKED BY: \_\_\_\_\_

**PLAT**

of  
 .09 ACRES OF LAND  
 TO BE DEDICATED  
 ACROSS THE PROPERTY OF  
 JO ANN SMITH JOHNSON  
 DALE DISTRICT  
 CHESTERFIELD COUNTY VIRGINIA  
 SCALE : 1" = 200'      OCTOBER 12, 2006

**Townes**  
 SITE ENGINEERING  
 9850 LORI ROAD, SUITE 201  
 CHESTERFIELD, VIRGINIA 23832  
 PHONE: (804) 748-9011 FAX: (804) 748-2590  
 Email: townes@ccctownes.com

J:\SDSKPROJ\2005016\dwg\2005016\_RWDEDICATION.dwg, 10/12/2006 1:36:58 PM, klipacomb



CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA

Meeting Date: October 25, 2006

Item Number: 8.B.5.

**Subject:**

Request to Quitclaim Portions of Sixteen-Foot Water Easements Across the Property of Breckenridge 2005 LLC

**County Administrator's Comments:** *Recommend Approval*

County Administrator: \_\_\_\_\_ *JP*

**Board Action Requested:**

Authorize the Chairman of the Board of Supervisors and the County Administrator to execute a quitclaim deed to vacate portions of 16' water easements across the property of Breckenridge 2005 LLC.

**Summary of Information:**

Breckenridge 2005 LLC has requested the quitclaim of portions of 16' water easements across its property as shown on the attached plat. Staff has reviewed the request and approval is recommended.

**District:** Bermuda

Preparer: \_\_\_\_\_ John W. Harmon

Title: \_\_\_\_\_ Right of Way Manager

**Attachments:**



Yes

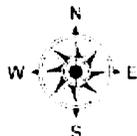
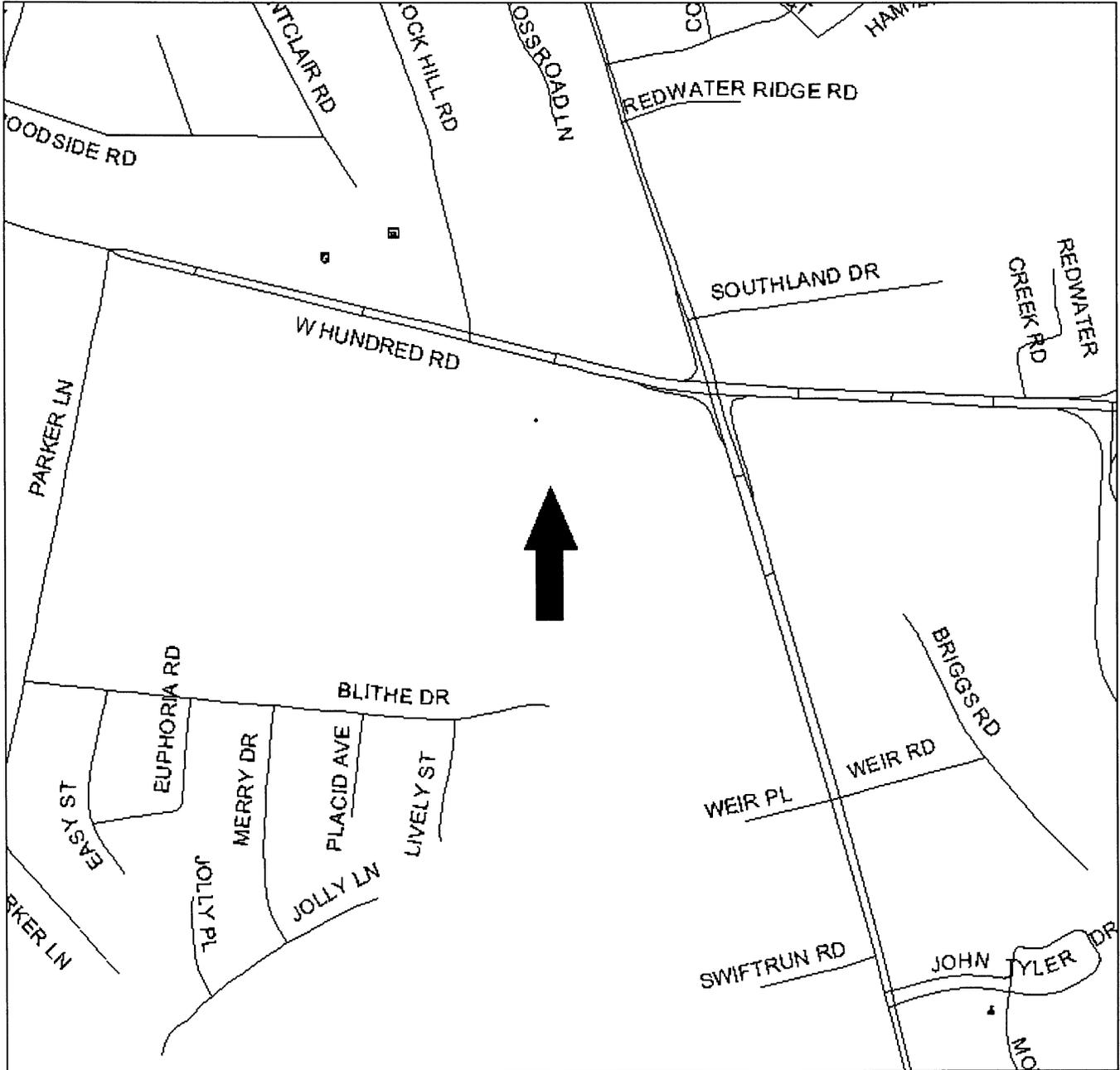


No

# 000023

# VICINITY SKETCH

REQUEST TO QUITCLAIM PORTIONS OF  
16' WATER EASEMENTS ACROSS THE  
PROPERTY OF BRECKENRIDGE 2005 LLC



Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000029





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: October 25, 2006**

**Item Number: 8.B.6.**

**Subject:**

Request Permission to Install a Private Sewer Service Within a Private Easement to Serve Property at 16001 Woods Edge Road

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*[Signature]*

**Board Action Requested:**

Grant Harold Suter and Alice B. Suter, G. Garland Curtis and Caroline D. Curtis permission to install a private sewer service within a private easement and authorize the County Administrator to execute the sewer connection agreement.

**Summary of Information:**

Harold Suter and Alice B. Suter, G. Garland Curtis and Caroline D. Curtis have requested permission to install a private sewer service within a private easement to serve property at 16001 Woods Edge Road. This request has been reviewed by staff and approval is recommended.

**District:** Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes

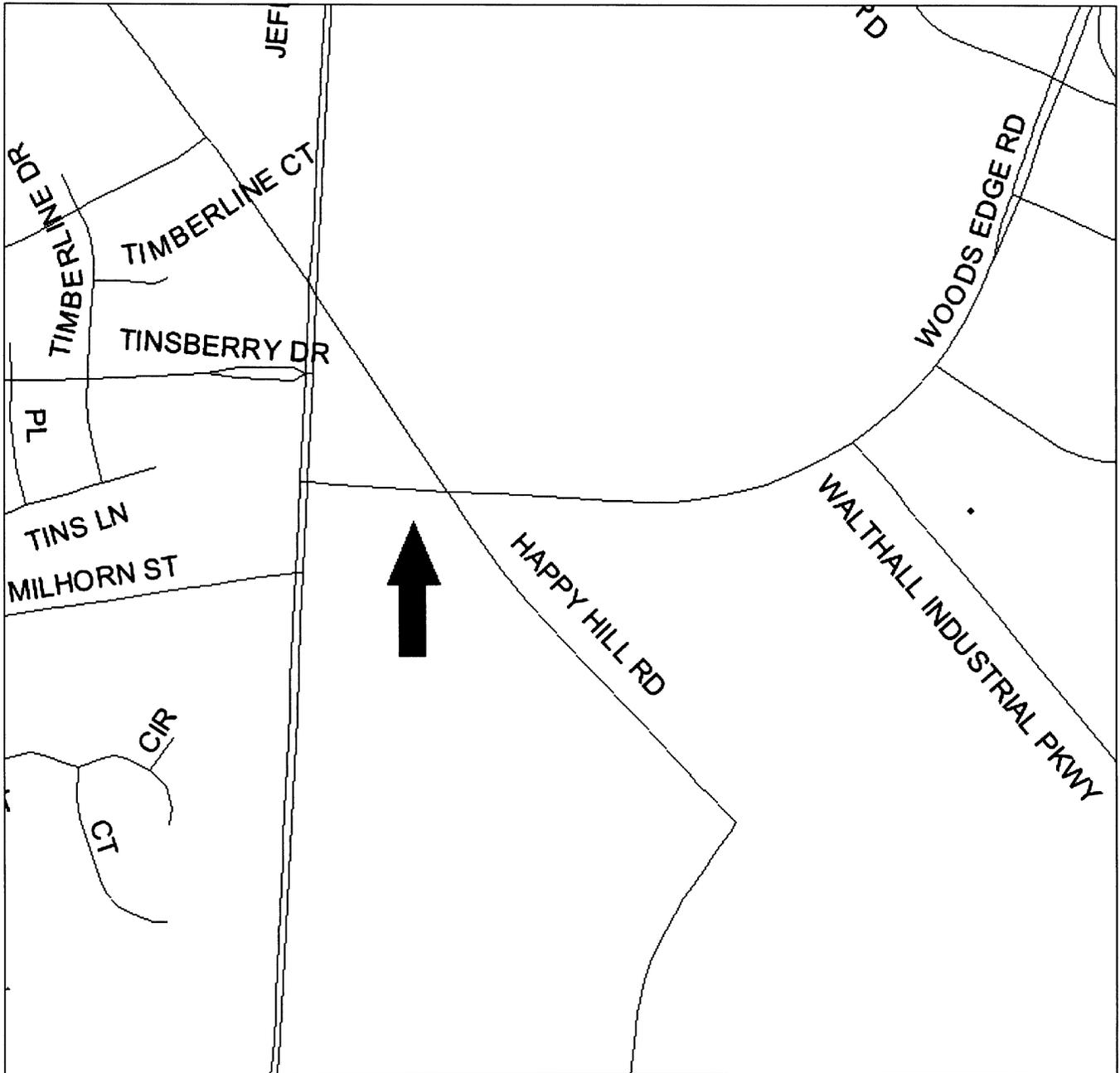


No

# 000031

# VICINITY SKETCH

REQUEST PERMISSION TO INSTALL A PRIVATE  
SEWER SERVICE WITHIN A PRIVATE EASEMENT TO  
SERVE PROPERTY AT 16001 WOODS EDGE ROAD



Chesterfield County Department of Utilities



1 inch equals 500 feet

000032





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date:** October 25, 2006

**Item Number:** 8.B.7.

**Subject:**

Adoption of the 2007 Legislative Program

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** \_\_\_\_\_ *SAK*

**Board Action Requested:**

Adopt 2007 Legislative Program

**Summary of Information:**

Board members had no changes to the 2007 Legislative Program that was presented at the October 11 board meeting.

Staff is working with regional partners to determine if there are items of mutual interest to the region. Due to scheduling differences in adopting programs, we do not anticipate having this information until the end of November. In addition, we will coordinate county priorities and requests with VACo.

Preparer: Mary Ann Curtin

Title: Director, Intergovernmental Relations

**Attachments:**



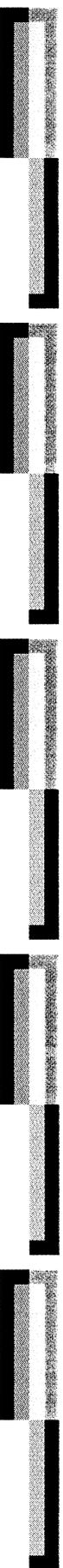
Yes



No

# 000001





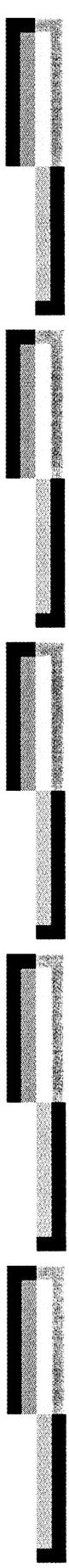
## 2007 Legislative Program Sustaining a Healthy, Growing Community

### • Board Priorities

- To secure adequate funding for transportation needs in the county.
- Protect Cash Proffer Authority
- Protect local government land use and zoning authority

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# 2007 Legislative Program

## Sustaining a Healthy, Growing Community

### • Board Priorities

- Protect local revenues
- Prevent state cost-shifting to localities
- Oppose additional state mandates

200000



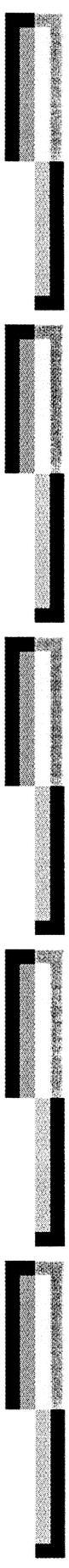
# 2007 Legislative Program

## Sustaining a Healthy, Growing Community

### • Legislative Requests

- Amend the Code of Virginia to remove the criteria of hardship “approaching confiscation” that Boards of Zoning Appeals (BZA) must currently consider when contemplating variance requests.
- Potential legislation from Board’s Transportation Summit (Placeholder)

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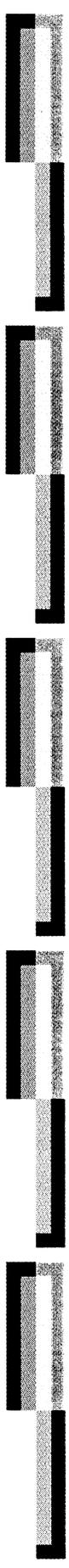


# 2007 Legislative Program

## Sustaining a Healthy, Growing Community

- Support/Oppose Recommendations
  - Potential legislation implementing JLARC recommendations from study of Comprehensive Services Act (CSA) (Placeholder)





# 2007 Legislative Program Sustaining a Healthy, Growing Community

## Important Dates Related to 2007 Session

Dec. 11, 2006	Pre-file deadline
Dec. 15, 2006	Governor's budget released
Jan. 10, 2007	Session convenes
Jan. 19, 2007 (est.)	Last day to introduce bills
Feb. 7, 2007 (est.)	Cross-over
Feb. 24, 2007 (est.)	Adjournment

0100000



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: October 25, 2006**

**Item Number: 8.B.8.**

**Subject:**

Resolution Recognizing November 9, 2006, as "Metropolitan Richmond Day" in Chesterfield County, Virginia

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

Hope in the Cities has requested that the Board of Supervisors adopt this resolution proclaiming November 9, 2006 as "Metropolitan Richmond Day" in Chesterfield County, Virginia. The Board of Supervisors has supported this organization in the past.

**Summary of Information:**

This resolution will proclaim November 9, 2006 as "Metropolitan Richmond Day" in Chesterfield County, Virginia.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

**Attachments:**

Yes

No

#

**000011**

RECOGNIZING "METROPOLITAN RICHMOND DAY" IN CHESTERFIELD COUNTY

WHEREAS, ten years ago, Hope in the Cities, an inter-racial, multi-faith coalition of individuals in government, business, education, media and community organizations, developed A Call to Community to inspire honest dialogue and create a vision of community that transcends borders; and

WHEREAS, in 1996, the Chesterfield County Board of Supervisors adopted a resolution endorsing A Call to Community; and

WHEREAS, since then, thousands of Richmond region residents have engaged in honest conversation and have accepted personal responsibility for building community across race, religion, economic class and other differences; and

WHEREAS, government, business, civic and faith leaders have pursued greater collaboration for the benefit of all residents of the Richmond region, working together for economic development, health and human services, as well as environmental protection; and

WHEREAS, the Richmond region continues to grow in the number and diversity of its people, in its relationships with different peoples around the world, and in its understanding that "all life is interrelated," and that "all men are caught in an inescapable network of mutuality, tied in a single garment of destiny"; and

WHEREAS, we aspire to foster a healthy, inclusive, welcoming community across the Richmond region, in which each person, today and for generations to come, can enjoy fulfillment of life.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 25<sup>th</sup> day of October 2006, publicly recognizes the importance, on its 10<sup>th</sup> anniversary, of A Call to Community, and recognizes November 9, 2006, as "Metropolitan Richmond Day" in Chesterfield County, Virginia.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date: October 25, 2006**

**Item Number: 9.A.**

**Subject:**

Status of General Fund Balance, Reserve for Future Capital Projects, District Improvement Fund, and Lease Purchases

**County Administrator's Comments:**

County Administrator: \_\_\_\_\_

*JGR*

**Board Action Requested:**

**Summary of Information:**

Preparer: \_\_\_\_\_ Lane B. Ramsey

Title: \_\_\_\_\_ County Administrator

**Attachments:**



Yes



No

#

000043

**CHESTERFIELD COUNTY**  
**UNDESIGNATED GENERAL FUND BALANCE**  
**October 25, 2006**

BOARD MEETING <u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>BALANCE</u>
07/01/06	FY07 Beginning Budgeted Balance		\$46,400,000

\*Pending outcome of FY2006 Audit Results

**000011**

**CHESTERFIELD COUNTY  
RESERVE FOR FUTURE CAPITAL PROJECTS  
TRADITIONALLY FUNDED BY DEBT**

**October 25, 2006**

**FOR FISCAL YEAR 2006 BEGINNING JULY 1, 2005**

4/13/2005	FY06 Budgeted Addition	9,492,000	10,348,612
4/13/2005	FY06 Capital Projects	(7,760,500)	2,588,112
8/24/2005	Battery Dantzler Road Extension	(125,000)	2,463,112
1/25/2006	Airport T-hangar taxiway connector at north terminal apron	(350,000)	2,113,112
4/12/2006	Transfer to Schools: Cosby Road High School	(180,680)	1,932,432
4/12/2006	Chesterfield County Museum and 1892 Jail repairs	(150,000)	1,782,432
6/30/2006	Return unused local match appropriation for Woodmont Drive Gaston Damage Repairs (originally transferred 11/10/04)	37,166	1,819,598

**FOR FISCAL YEAR 2007 BEGINNING JULY 1, 2006**

4/12/2006	FY07 Budgeted Addition	9,994,100	11,813,698
4/12/2006	FY07 Capital Projects	(9,261,900)	2,551,798
8/23/2006	Elevator modernization in five-story Administration Bldg.	(150,000)	2,401,798
10/11/2006	Henricus Historical Park Improvements	(70,000)	2,331,798

**CHESTERFIELD COUNTY  
DISTRICT IMPROVEMENT FUNDS  
October 25, 2006**

<u>District</u>	<u>Prior Years Carry Over</u>	<u>FY2007 Appropriation</u>	<u>Funds Used Year to Date</u>	<u>Items on 10/25 Agenda</u>	<u>Balance Pending Board Approval</u>
<b>Bermuda</b>	\$14,681	\$48,500	\$16,476	\$0	\$46,704
<b>Clover Hill</b>	61,082	48,500	5,459	0	104,124
<b>Dale</b>	53,312	48,500	3,700	0	98,112
<b>Matoaca</b>	74,138	48,500	19,227	0	103,411
<b>Midlothian</b>	13,658	48,500	9,027	0	53,130
<b>County Wide</b>	-	13,500	0	-	13,500

Prepared by  
Accounting Department  
September 30, 2006

**SCHEDULE OF CAPITALIZED LEASE PURCHASES**

**APPROVED AND EXECUTED**

<u>Date Began</u>	<u>Description</u>	<u>Original Amount</u>	<u>Date Ends</u>	<u>Outstanding Balance 9/30/06</u>
04/99	Public Facility Lease – Juvenile Courts Project	\$16,100,000	11/19	\$11,270,000
01/01	Certificates of Participation - Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	13,725,000	11/21	10,045,000
03/03	Certificates of Participation – Building Construction, Expansion and Renovation	6,100,000	11/23	5,460,000
03/04	Certificates of Participation – Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	21,970,000	11/24	20,830,000
10/04	Cloverleaf Mall Redevelopment Project	9,225,000	10/06	9,225,000
11/04	School Archival/Retrieval System Lease	21,639	01/08	10,211
12/04	Energy Improvements at County Facilities	1,519,567	12/17	1,475,167
12/04	Energy Improvements at School Facilities	427,633	12/10	388,094
05/05	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	14,495,000	11/24	14,495,000
05/06	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	<u>11,960,000</u>	11/24	<u>11,960,000</u>
TOTAL APPROVED AND EXECUTED		<u>\$95,543,839</u>		<u>\$85,158,472</u>

**PENDING EXECUTION**

<u>Description</u>	<u>Approved Amount</u>
None	

000047



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date:** October 25, 2006

**Item Number:** 9.B.

**Subject:** Developer Water and Sewer Contracts

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ *LB*

**Board Action Requested:** The Board of Supervisors has authorized the County Administrator to execute water and/or sewer contracts between County and Developer where there are no County funds involved.

The report is submitted to Board members as information.

**Summary of Information:**

The following water and sewer contracts were executed by the County Administrator:

- 1. Contract Number: 01-0390
- Project Name: Rite Aid - Store #3635
- Developer: Rite Aid of Virginia, Incorporated
- Contractor: Bookman Construction Company
- Contract Amount: Water Improvements - \$11,000.00
- Wastewater Improvements - \$31,662.00
- District: Bermuda

Preparer: William O. Wright

Title: Engineering Supervisor

**Attachments:**

Yes

No

# 000023

2. Contract Number: 04-0106  
Project Name: The Sanctuary at Watermill - Section B  
Developer: PMF, LLC  
Contractor: Browning Construction Company  
Contract Amount: Water Improvements - \$97,815.00  
Wastewater Improvements - \$127,042.00  
District: Matoaca
3. Contract Number: 05-0247  
Project Name: Hiko Warehouse Addition  
Developer: Hiko Incorporated  
Contractor: BTS Construction Company  
Contract Amount: Water Improvements - \$5,500.00  
District: Bermuda
4. Contract Number: 05-0428  
Project Name: St. Francis Medical Center  
Childcare Center & Family Practice  
Developer: St. Francis MOB III  
Contractor: Castle Equipment Corporation  
Contract Amount: Water Improvements - \$99,669.20  
Wastewater Improvements - \$17,310.00  
District: Matoaca



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: October 25, 2006**

**Item Number: 14.A.**

**Subject:**

Resolution Recognizing Lonnie and Pat McCoy for Their Outstanding Contributions to the Rayon Park Community and Chesterfield County

**County Administrator's Comments:**

**County Administrator:**

\_\_\_\_\_ *JAR*

**Board Action Requested:**

Mr. King requests the adoption of the attached resolution.

**Summary of Information:**

Lonnie and Pat McCoy, during a time where many sewage disposal problems needed attention, promoted positive attitudes and optimistic views of working with the County. As a result the creation of the Rayon Park wastewater improvements project became a reality. Lonnie and Pat McCoy were also instrumental in the establishment of the Rayon Park Homeowners Association and working cooperatively with County staff they were active in the successful completion of the Rayon Park Sewer project; They provided assistance to Rayon Park residents as intermediaries for county staff regarding Block Grant requirements and the distribution of information on how to apply for financial assistance; and conducted monthly meetings where the project was always on the agenda for discussion thereby keeping residents informed about status of the project.

Preparer: H. Russell Harris Title: Manager, Community Development Services/Ombudsman

**Attachments:**

Yes

No

#000050

RECOGNIZING LONNIE AND PAT MCCOY FOR THEIR OUTSTANDING COMMUNITY  
SERVICE TO THE RAYON PARK COMMUNITY AND CHESTERFIELD COUNTY

WHEREAS, Lonnie and Pat McCoy are Chesterfield County residents who live in the Rayon Park community; and

WHEREAS, Mr. and Mrs. McCoy recognized that there was an ongoing problem with the failure of septic tanks in the Rayon Park community; and

WHEREAS, Mr. and Mrs. McCoy became advocates for the replacement of the older septic tanks with connectivity to public sewer; and

WHEREAS, Mr. and Mrs. McCoy led the efforts to organize the Rayon Park Homeowners Association in 2002; and

WHEREAS, Mr. and Mrs. McCoy have served as president and secretary of the Rayon Park Homeowners Association since its inception; and

WHEREAS, Mr. and Mrs. McCoy spent countless hours of their time ensuring the smooth operation of the homeowners association while working jointly with county staff and Rayon Park residents; and

WHEREAS, Mr. and Mrs. McCoy's efforts led to the county mobilizing a team to recommend the most efficient and cost effective approaches to addressing Rayon Park's septic failures; and

WHEREAS, Mr. and Mrs. McCoy's hard work on behalf of their community helped promote the safety of residents and their connection to the county's sewer system; and

WHEREAS, Mr. and Mrs. McCoy's example of civic involvement and dedication is an inspiration to their neighbors; and

WHEREAS, it is appropriate to recognize Mr. and Mrs. McCoy for providing a model of unselfish, responsible and cooperative citizenship.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 25<sup>th</sup> day of October 2006, publicly recognizes Lonnie and Pat McCoy for their service to the Rayon Park community.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to Mr. and Mrs. McCoy and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

000051



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date: October 25, 2006**

**Item Number: 14.B.**

**Subject:**

Resolution Recognizing Mr. Jim Triesler as Virginia's Region I Teacher of the Year

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

Mr. Warren has requested that the Board of Supervisors adopt this resolution recognizing Mr. Jim Triesler as Virginia's Region I Teacher of the Year.

**Summary of Information:**

This resolution will recognize Mr. Jim Triesler as Virginia's Region I Teacher of the Year.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

**Attachments:**



Yes



No

#

000052

RECOGNIZING MR. JAMES E. TRIESLER,  
CHESTERFIELD COUNTY'S 2007 TEACHER OF THE YEAR

WHEREAS, Mr. James E. Triesler is a social studies teacher at Clover Hill High School; and

WHEREAS, Mr. Triesler created a research and technology class that connects students to history by taking them into museums and archives to learn from primary documents; and

WHEREAS, Mr. Triesler's research and technology class has created a web site ([www.ittookawar.com](http://www.ittookawar.com)) about World War II and to honor people who lived during that time; and

WHEREAS, Mr. Triesler is the 2007 Chesterfield County Teacher of the Year; and

WHEREAS, Mr. Triesler also has been selected as Virginia's Region I Teacher of the Year; and

WHEREAS, Mr. Triesler is competing this fall for the Virginia Teacher of the Year title.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 25<sup>th</sup> day of October 2006, publicly recognizes Mr. James E. Triesler for his demonstrated excellence in teaching, congratulates him on his accomplishments to date, and extends its best wishes for success in the Virginia Teacher of the Year competition.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to Mr. Triesler and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** October 25, 2006

**Item Number:** 14.C.

**Subject:**

Resolution Recognizing "Christmas Mother Day" in Chesterfield County

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

Adopt the attached resolution.

**Summary of Information:**

Mrs. Sharon Robertson has been elected Christmas Mother for 2006. She will be present at the meeting to accept the resolution.

Preparer:       Lisa H. Elko      

Title:       Clerk to the Board      

**Attachments:**



Yes



No

#

000051

RECOGNIZING OCTOBER 17, 2006, AS "CHRISTMAS MOTHER DAY"

WHEREAS, most families in Chesterfield County enjoy peace and happiness during the Christmas holidays; and

WHEREAS, there are many children, elderly and the less fortunate, who do not have the means to enjoy this special time of year; and

WHEREAS, the Chesterfield-Colonial Heights Christmas Mother Program has successfully provided food, gifts and clothing to many of our citizens in the past; and

WHEREAS, Ms. Sharon Robertson has been elected Christmas Mother for 2006 and requests support of all the citizens of Chesterfield County to ensure that those less fortunate may enjoy this special season of the year.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors publicly recognizes October 17, 2006, as "Christmas Mother Day" and urges all citizens of Chesterfield County to support this worthy endeavor.

AND, BE IT FURTHER RESOLVED that the Board of Supervisors publicly commends the Christmas Mother Program for its successful efforts in past years and extends best wishes for a successful 2006 season.

AND, BE IT FURTHER RESOLVED that a copy of this resolution be presented to Ms. Robertson and that this resolution be permanently recorded among the papers of this Board of Supervisors of Chesterfield County, Virginia.

000055



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: October 25, 2006**

**Item Number: 16.**

**Subject:**

Public Hearing to Consider a Franchise Agreement with Cavalier Telephone and TV

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ *SLM*

**Board Action Requested:**

The Board is requested to hold a public hearing to consider awarding a franchise agreement to Cavalier Telephone and TV.

**Summary of Information:**

This item was deferred from the September 27, 2006 Board meeting to give staff additional time to negotiate with Cavalier for a mutually agreeable video franchise agreement.

Staff has negotiated a franchise agreement with Cavalier to provide video programming in the County. Cavalier's unique technology allows digital video programming to be provided over its existing DSL telephone distribution network which Cavalier leases from Verizon. Therefore, Cavalier's service will not be available to all homes in Chesterfield. The service will be available only to customers who (i) have existing telephone lines capable of carrying the service and (ii) are within approximately 12,000 line feet of Verizon's central offices. The service degrades as it extends down the line and becomes less reliable past 12,000 feet. Also, due to technical limitations, service will not be presently available to homes served by Verizon's central office located in the Matoaca district.

The initial service areas are depicted in the green circles on Attachment A. Because Cavalier does not need to construct its system, all homes within the circled areas which are technically capable of receiving the service may subscribe to the service immediately upon Cavalier's execution of the agreement. Cavalier has committed in the franchise agreement to expanding its service to other parts of the County if improvements in technology make extension of the service commercially viable.

Preparer: \_\_\_\_\_ Steven L. Micas

Title: County Attorney  
0623:73354.1(73353.1)

**Attachments:**



Yes



No

# 000056

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

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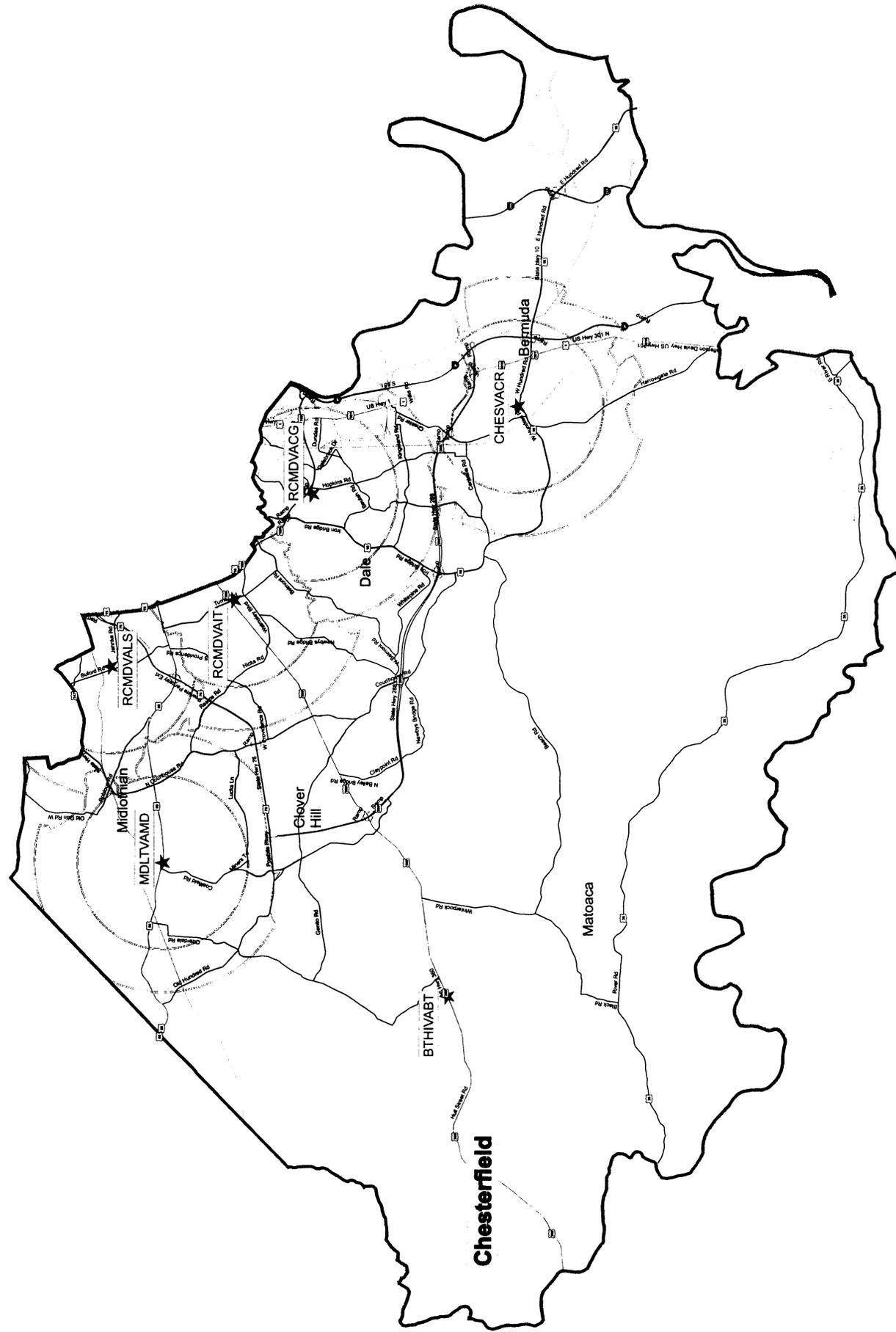
Cavalier's service will provide approximately 150 channels of digital programming (see Channel Guide on Attachment B). The service will also be bundled with Cavalier's telephone and internet service.

Under the agreement, Cavalier will be subject to terms and conditions almost identical to the existing franchise with Comcast. The material terms are as follows:

1. The term will be for 15 years.
2. Cavalier will pay the County a 5% franchise fee.
3. Cavalier will provide free access to all schools, libraries, and government buildings.
4. The agreement contains strong customer service standards which include prompt responses to complaints, accessible bill payment offices, and qualified, well-trained personnel.
5. The service will have customer-controlled channel blocking capabilities so customers may filter out undesirable programming.
6. Cavalier will be required to interconnect with Comcast and/or future cable providers so that all Public, Educational, & Government ("PEG") programming, like the Chesterfield channel, will be carried on its system.
7. Cavalier will also pay the County an additional 1.5% of gross revenue to the County as a PEG capital grant as its share of the expense of operating the PEG channels.

County recommends awarding the franchise and authorizing the County Administrator to execute a franchise agreement in a form approved by the County Attorney in substantial conformance with the agreement shown in Attachment C.

**000057**



000053

- Legend**
- ★ Local Serving Office - Cavalier Existing Service Area
  - ▭ 0 - 12,000 ft
  - ▭ 12,001 - 18,000 ft
  - ▭ Wire Center Boundary - No IPTV Service Provided



## City / County IPTV coverage Chesterfield, VA

1 inch equals 0.891293 miles

The map is intended for high level directional purposes only. No service offering is guaranteed. Facilities must be verified for individual applications.



Data contained on this map is proprietary and for internal company use only - April 2006

# Broadband TV Channel & Pricing Guide – Richmond, VA

## Richmond Value Pack (included in Broadband TV Package)

### Local Networks

- 1 VOD Information
- 2 WCVE- PBS
- 3 WCVW- PBS
- 6 WTVR- CBS
- 8 WRIC- ABC
- 11 WRLH- FOX
- 12 WWBT- NBC
- 13 WUPV- CW

### Sports

- 16 ESPN
- 17 ESPN2
- 18 ESPNNews
- 19 ESPN Classic
- 20 ESPNU
- 21 Speed
- 22 Outdoor Life
- 23 Golf Channel
- 24 Tennis Channel

### Kids

- 26 Disney Channel
- 27 Toon Disney
- 28 Nickelodeon
- 29 NICK 2
- 30 Nicktoons
- 31 Noggin
- 32 NICK GAS
- 33 Discovery Kids
- 34 Boomerang
- 35 Cartoon Network

### Family

- 36 ABC Family
- 37 Hallmark
- 38 PAX
- 39 Familyland
- 40 TVLand

### News

- 43 FOX News
- 44 CNN
- 45 CNN Headline News
- 46 CNBC
- 47 MSNBC
- 48 Weather Channel
- 49 CNN International
- 50 ABC News Now
- 51 Bloomberg
- 52 C-SPAN
- 53 C-SPAN 2

### Lifestyle

- 55 USA Network
- 56 TBS
- 57 TNT
- 58 WGN
- 59 Spike TV
- 60 Comedy Central
- 61 Game Show
- 62 FX
- 63 Bravo

### 64 Lifetime Television

- 65 SoapNet
- 66 E!
- 67 G4 Tech TV
- 68 BET
- 69 LOGO
- 70 Style
- 71 Sci-Fi Channel
- 72 Wealth TV
- 73 Oxygen
- 74 Telemundo
- 75 Lifetime Real Women
- 76 TV One

### Information

- 77 Discovery Channel
- 78 TLC
- 79 Animal Planet
- 80 Travel Channel
- 81 Discovery Health
- 82 Science Channel
- 83 A&E
- 84 History Channel
- 85 Biography Channel
- 86 History International
- 87 National Geographic
- 88 HGTV
- 89 Discovery Times
- 90 Discovery Home
- 91 Military Channel

### Movies

- 94 Lifetime Movies
- 95 Hallmark Movies
- 96 FOX Movies

### Music

- 98 MTV
- 99 MTV2
- 100 MTV Jams
- 101 MTV Hits
- 102 VH1
- 103 VH1 Classic
- 104 VH1 Soul
- 105 VH1 Country
- 106 BET on Jazz
- 107 CMT
- 108 Great American Country

### Shopping

- 110 Shop NBC
- 111 Jewelry TV

### Local

- 113 CBS6 xtra
- 114 Weather Plus WWBT
- 115 The Tube



Red Numbers indicate Broadband TV Richmond Value Package. Black Numbers indicate Premium Channels available at an additional cost. Channel selection and location are subject to change without notice. All prices are monthly charges and are subject to change without notice. \*Coming soon.

## Broadband TV Packages

(includes 2 Set Top Boxes and a Modem)

	12 Calling Features	Unlimited Local Calls	5¢ Minute Long Distance	Unlimited Long Distance	High Speed DSL	Broadband TV Value Package	Price
Triple Play with Unlimited Long Distance Calls	✓	✓		✓	✓	✓	\$105.95
Triple Play	✓	✓	✓		✓	✓	\$95.95
TV/Telephone Bundle with Unlimited Long Distance Calls	✓	✓		✓		✓	\$80.95
TV/Internet Bundle					✓	✓	\$70.95
TV/Telephone Bundle	✓		✓			✓	\$70.95



000059

# Broadband TV Channel & Pricing Guide – Richmond, VA

## Premium Channels

### Value Pack Plus

- \$4.95 per month
- 140 BBC America
- 141 BBC World\*
- 142 Military History\*
- 143 Crime and Investigation\*
- 144 Sleuth
- 145 CNBC World
- 146 Fuse
- 147 Ovation
- 148 AZN
- 149 Food Network
- 150 DIY
- 151 Fine Living
- 152 TCM
- 153 ESPN Deportes

### Religion Pack

- \$4.95 per month
- 160 Trinity
- 161 Lime (Wisdom)
- 162 EWTN
- 163 The Word
- 164 BET Gospel
- 165 Family Net

### En Espanol Pack

- \$4.95 per month
- 180 ESPN Deportes
- 181 History En Espanol
- 182 mun2
- 183 GOL TV
- 184 MTV ES
- 185 VH Uno
- 186 Discovery ES
- 187 Discovery Kids ES
- 188 Discovery Viajar y Vivir
- 189 FOX Sports ES

### Sports Pack

- \$4.95 per month
- 200 Fit TV
- 201 Fuel
- 202 FOX Sports Espanol\*
- 203 FOX Soccer Channel\*
- 204 ESPN Deportes
- 205 GOL TV
- 206 Outdoor Channel
- 207 Sportsman Channel
- 208 MAV TV

### MTV World

- \$4.95 per month per channel
- 350 MTV K
- 351 MTV Chi
- 352 MTV Desi

### HBO

- \$13.95 per month
- 400 HBO East
- 401 HBO West
- 402 HBO2 East
- 403 HBO Signature East
- 404 HBO Family East
- 405 HBO Comedy
- 406 HBO Comedy Zone

### Showtime

- \$11.95 per month
- 410 Showtime East
- 411 Showtime West
- 412 Showtime Too East
- 413 Showtime Showcase
- 414 Showtime Beyond
- 415 Showtime Extreme
- 416 Showtime Next
- 417 Showtime Family
- 418 Showtime Women
- 419 TMC East
- 420 TMC West
- 421 TMCXtra
- 422 Flix
- 423 Sundance

### Cinemax

- \$11.95 per month
- 430 Cinemax East
- 431 Cinemax West
- 432 MoreMAX East
- 433 Action MAX East
- 434 ThrillerMAX
- 435 WMAX
- 436 atMAX
- 437 5StarMax
- 438 OuterMAX

### Starz SuperPak!

- \$11.95 per month
- 440 Starz!
- 441 Starz! Kids & Family
- 442 Starz! In Black
- 443 Starz! Edge
- 444 Starz! Cinema
- 445 Starz! Comedy
- 446 Encore WAM!
- 447 Encore
- 448 Encore Action
- 449 Encore Mystery
- 450 Encore Love
- 451 Encore Drama
- 452 Encore Westerns

Switch today! With Cavalier's Triple Play you receive ...

- INCLUDES** Installation and Set Up (\$399 value)
- INCLUDES** 1 DSL Modem (\$129 value) †
- INCLUDES** 2 Set Top Boxes (\$470 value) †
- INCLUDES** Starz or Showtime for three months (\$35.85 value)

(866) 591-TV4U



Watch What's next!



**\$95<sup>95</sup>** month

## Introducing Triple Play

### Broadband TV<sup>+</sup>

Over 150 digital channels, two Set Top Boxes<sup>†</sup> and an Interactive Program Guide.

### Telephone Service<sup>+</sup>

Unlimited local calls, 5 cents per minute long distance, and all 12 CavPak calling features including Caller ID, Call Waiting and Voice Mail.

### High Speed Internet<sup>+</sup>

Broadband DSL including a DSL Modem, 3 e-mail addresses, and personal web space.

Unlimited Long Distance and 5¢ long distance rate valid for calls to all 50 US states, US Territories and Canada. Twelve month service commitment required for video. DSL may not be available for all households, requires qualifying Cavalier Telephone service and Cavalier supplied DSL Modem. Actual DSL connection speeds are not guaranteed and depend upon distance from Central Office, line quality and other factors. Service activation is subject to credit check and approval. Activation fees or Installation charges may apply for some new services. Prices shown do not include standard taxes and fees. All Cavalier provided equipment includes up to 2 Set-top Boxes, up to 2 Remote Controls, 1 DSL Modem & power cables ("Equipment") remain the property of Cavalier IP TV, LLC ("Cavalier"). During the term of service, Cavalier will maintain and repair the equipment as necessary at our expense, unless such repair is made necessary due to misuse, abuse, or intentional damage. Some restrictions and other terms or conditions may apply. Channel line up and prices are subject to change without notice. Refer to the Terms and Conditions for complete information controlling the services hereunder.

† Cavalier Telephone, LLC, Cavalier Telephone Mid-Atlantic, LLC and Cavalier IP TV, LLC (as applicable in each state) will provide telephone, DSL and television service.

‡ A customer can order a 3<sup>rd</sup> Set Top Box and remote control for an additional \$4.95 per month until service is terminated. A customer is responsible for returning all equipment in undamaged condition, excluding normal wear and tear, to a location designated by Cavalier within thirty (30) days after termination of this agreement or service, whichever is earlier. Upon termination of service, the customer will be charged at the rate of \$199 per set-top box, \$59 per DSL Modem, \$15 per remote control and \$10 per power cord.

www.cavtel.com

09.06

000060

**FRANCHISE AGREEMENT  
BETWEEN COUNTY OF CHESTERFIELD, VIRGINIA  
AND CAVALIER IP TV, LLC**

October 1, 2006

**000001**

**FRANCHISE AGREEMENT**  
**COUNTY OF CHESTERFIELD, VIRGINIA – CAVALIER IP TV, LLC**

1.	DEFINITIONS.....	2
	(a) Access, PEG Access, and PEG Use: .....	2
	(b) Affiliate: .....	3
	(c) Operator: .....	3
	(d) Cable Ordinance or Ordinance: .....	3
	(e) Cable Service or Service: .....	3
	(f) Converter: .....	4
	(g) Fair Market Value: .....	4
	(h) Federal Communications Commission and FCC: .....	5
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**FRANCHISE AGREEMENT  
BETWEEN COUNTY OF CHESTERFIELD, VIRGINIA  
AND CAVALIER IP TV, LLC**

THIS FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between County of Chesterfield, Virginia ("County"), a political subdivision of the Commonwealth of Virginia, and Cavalier IP TV, LLC, a Delaware limited liability company ("Franchisee").

WHEREAS, the County is authorized to grant, renew and deny franchises for the installation, operation and maintenance of cable systems and otherwise regulate cable television within the County's boundaries by virtue of federal and state statutes, by the County's police powers, by its authority over its Public Rights-of-Way and by other County powers and authority; and

WHEREAS, the Franchisee has asked the County to grant it a Franchise to provide video programming to the residents of the County via Franchisee's DSL-based IPTV system ("System"); and

WHEREAS, the construction, installation, maintenance and operation of such a System involves the occupation of, placement of and/or use of private commercial facilities in the Public Rights-of-Way within the County; and

WHEREAS, the County has identified the future video-related needs and interests of the County and its citizens, has considered the financial, technical and legal qualifications of the Franchisee, and has determined whether the Franchisee's plans for constructing, operating and maintaining its System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the County has relied on the Franchisee's representations and has considered the information that the Franchisee has presented to it; and

WHEREAS, based on the Franchisee's representations and information, and in response to its request for a franchise, the Board of Supervisors has determined that, subject to the provisions of the Cable Ordinance (as defined below), and the terms and conditions set forth herein, the grant of a nonexclusive franchise to the Franchisee on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

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

NOW, THEREFORE, in consideration of the County's grant of a franchise to the Franchisee; the Franchisee's promise to provide Service to residents of the County pursuant to and consistent with the Cable Ordinance, its Franchise, and the terms and conditions set forth herein; and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS.**

As used in this Franchise Agreement, a word shall have the applicable meaning set forth in the Code of the County of Chesterfield, Virginia, entitled "Community Antenna Television Systems" (the "Cable Ordinance"), unless it is apparent from the context that it has a different meaning or unless such word is specifically defined herein.

(a) *Access, PEG Access, and PEG Use:* the availability of capacity on a cable system for public, education or government use (including institutional network use) by various agencies, institutions, organizations, groups, and individuals, including the County and its

designated access providers, to acquire, create, and distribute programming not under a Franchisee's editorial control.

(b) *Affiliate*: in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(c) *Operator*: any Person or group of Persons that (A) provides Cable Service over a System and directly or through one or more affiliates owns a significant interest in such System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a System.

(d) *Cable Ordinance or Ordinance*: Article IV of Chapter 15 of the Code of Chesterfield County, Virginia, "Community Antenna Television Systems," as it may be amended from time to time.

(e) *Cable Service or Service*: the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

(f) *Cable System or System*: any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to multiple Subscribers within the County, except that such definition shall not include:

- (1) A system that serves fewer than twenty (20) Subscribers;
- (2) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(3) A facility that serves only Subscribers without using any Public Right-of-Way;

(4) A facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC 201 *et seq.*, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(5) Any facilities of any electric utility used solely for operating its electric systems; or

(6) Any portion of a System that serves fewer than fifty (50) Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or

(7) An open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

(f) *Converter*: an interface device which may be furnished to Subscribers in order that nonstandard television channels carried on a Cable System may be received on a conventional home television receiver or to prevent interference from strong broadcast signals. The device may be used on top of the television set ("set-top"), attached to the back of the television set or installed at a remote location.

(g) *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 Board of Supervisors elects to exercise its option, but with no value allocated to the Franchise itself.

(h) *Federal Communications Commission and FCC:* that federal agency as presently constituted by the Communications Act of 1934 (47 USC 201 et seq.), as amended, or any successor agency.

(i) *Franchise:* The franchise granted pursuant to this Agreement.

(j) *Franchise Agreement or Agreement:* This contract and any amendments, exhibits or appendices hereto.

(k) *Franchise Area:* The entire present territorial limits of the County and any area annexed thereto during the term of the Franchise.

(l) *Franchisee:* Cavalier IP TV, LLC, a Delaware limited liability company.

(m) *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the Franchisee and derived from the operation of its System to provide Service in the Franchise Area; however, "Gross Revenue" shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the System but not including revenue received from home shopping channels for the use of the System to sell merchandise; (iii) any tax, fee, or charge collected by the Franchisee and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of the Service for resale or for use as a component part of or for the integration into the Service to be resold in the ordinary course of business, when the reseller is required to pay or collect Franchise fees or similar fees on the resale of the Service; (vii) revenues received by any Affiliate or any other Person in exchange for supplying goods or

services used by the Franchisee to provide Service; and (viii) revenue derived from services classified as noncable service under federal law.

(n) *PEG*: public, educational, and governmental programming.

(o) *Public Rights-of-Way*: the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, or drive, 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 Franchisee to the use thereof for the purpose of installing and maintaining the Franchisee's System.

(p) *Service Area*: the geographic areas of the County where the Franchisee is technically capable of providing video service based upon the technical limitations of the System, which, upon the effective date of this agreement, uses a copper-pair distribution system leased from the Incumbent Local Exchange Carrier to provide phone, DSL, and/or IPTV service. The Service Area shall include geographical areas of the County beyond the technical limitations of the System existing upon the effective date of this agreement when and if such limitations are eliminated and expanding the service becomes commercially reasonable.

(q) *School*: any school operated by the school board of the County.

(r) *Subscriber*: the County or any Person who is lawfully receiving, for any purpose or reason, any service via the Franchisee's System, whether or not a fee is paid for such service.

(s) *Transfer*: any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations held by the Franchisee under the cable Franchise are transferred or

assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the cable Franchise shall not include (a) transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; (b) transfer of an interest in the cable Franchise or the rights held by the Franchisee under the cable Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; (c) any action that is the result of a merger of the parent of the Franchisee; (d) any action that is the result of a merger of another Affiliate of the Franchisee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the cable Franchise or the System used to provide video in order to secure indebtedness.

**2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

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(a) *Grant of Authority:* The County hereby grants Franchisee a franchise subject to the applicable terms and conditions of this Franchise Agreement and all other applicable law. The Franchise will be for the period specified in Section 2(c) below, during which time the Franchisee will receive the right and obligation to construct, reconstruct, operate and maintain a System within the Public Rights-of-Way in those areas of the County specified in Section 2(a) to provide Service.

(b) *Area Served*

- (1) The Franchise is for the Franchise Area, as that term is defined herein.
- (2) The Franchisee shall build its System so that it is able to provide service to all areas located within the County limits, subject to the limitations set forth in 4(b)(1), below.

(c) *Term:* The Franchise shall extend for a term of fifteen (15) years, commencing on the date accepted below by the Franchisee, unless the Franchise is earlier revoked as provided herein or in applicable law.

(d) *Grant Not Exclusive:* The Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive, and the County reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time, with or without a franchise.

(e) *Compliance with Applicable Law:* The Franchisee shall comply with all applicable law. In the event of conflict or ambiguity between the Cable Ordinance (and any amendments thereto) and this Franchise Agreement, the Franchise Agreement, unless preempted by federal law or regulation, shall control.

(f) *Franchise Agreement Subject to Exercise of Police Powers:* All rights and privileges granted herein are subject to the police powers of the County and its rights under applicable laws and regulations to exercise its governmental powers to their full extent.

(g) *Approval and Effective Date:* This Franchise Agreement shall become effective once it has been (i) approved by the County and (ii) executed by the County and the Franchisee.

(h) *Effect of Acceptance:* By accepting the Franchise and executing this Franchise Agreement, the Franchisee:

(1) accepts and agrees to comply with this Agreement, and all applicable federal, state, and local laws and regulations;

(2) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law; that no provision, condition or term of the Franchisee or this Franchise Agreement at the time of the acceptance of the Franchise was unlawful, unreasonable or arbitrary, void or unenforceable.

(i) *No Waiver*

(1) The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement or any other applicable

law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the County, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

(2) No waiver by the County of any breach or violation of any provision of this Agreement shall be deemed to be a waiver or a continuing waiver by the County of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the County hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the County, including without limitation the right of eminent domain.

(j) *No Recourse:* Without limiting such immunities as the County or other Persons may have under applicable law, the Franchisee shall have no monetary recourse against the County or its officials, boards, commissions, agents or employees for any loss, costs, expense or damage arising out of (i) the construction, operation or repair of its System; or (ii) the acts or omissions of the County or any other entity using the Public Rights-of-Way or other property under the County's control, except acts and omissions of the County that involve gross negligence or intentional or criminal misconduct by the County.

**3. TRANSFERS**

The Franchisee shall comply with all requirements of applicable law regarding transfers.

**4. PROVISION OF SERVICE**

(a) *Availability of Service:* The Franchisee shall be required to make Service available to all the occupied residential dwelling units in the Service Areas as depicted/described in Exhibit A within one (1) year from the date of the Franchise, subject to the limitations set forth

in 4(b)(1). The County acknowledges that it may not be technically feasible for the Franchisee to provide Service to all of the residential dwelling units in the Service Areas due to the DSL and IPTV technology used by the Franchisee to provide its Service.

(b) *Extension of Service Requirements*

(1) The Franchisee shall not be required to make the Service available: (a) for periods of *force majeure*; (b) for periods of delay caused by the County; (c) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the service area; (d) in areas where developments or buildings are subject to claimed exclusive arrangements; (e) in developments or buildings that the Franchisee cannot access under industry standard terms and conditions after good faith negotiation; (f) in developments or buildings that the Franchisee is unable to provide the Service for technical reasons or that require facilities that are not available or cannot be deployed on a commercially reasonable basis; (g) in areas where it is not technically feasible to provide the Service due to the technology used by the Franchisee to provide the Service; and (h) when the Franchisee's prior service, payment, or theft of service history with a Subscriber or potential Subscriber has been unfavorable.

(2) Franchisee shall offer Service to no less than eighty percent (80%) of the residential dwelling units in the Franchise Area within seven (7) years of the date of the Franchise, subject to the conditions of subsection 4(b)(1) above.

(c) *Continuity of Service*

(1) At the County's request, the Franchisee shall operate its System for a temporary period (the "Transition Period") following the termination, sale, or Transfer of its Franchise as necessary to maintain service to Subscribers, and shall cooperate with the County to assure an orderly transition from it to another franchisee. The Transition Period shall be no longer than the reasonable period required to ensure that the Service will be available to

Subscribers, and shall not be longer than thirty-six (36) months, unless extended by the County for good cause. During the Transition Period, the Franchisee will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.

(2) If the Franchisee abandons its System during the Franchise term, or fails to operate its System in accordance with the terms of this Agreement during any Transition Period, the County, at its option, may operate the System, designate another entity to operate the System temporarily until the Franchisee restores service under conditions acceptable to the County or until the Franchise is revoked and a new franchisee selected by the County is providing service, or obtain an injunction requiring the Franchisee to continue operations. If the County is required to operate or designate another entity to operate the System, the Franchisee shall reimburse the County or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the System.

(3) The Franchisee shall be deemed to have abandoned its System if the Franchisee fails to provide Service in accordance with its Franchise over any substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the County authorizes a longer interruption of service or the failure is due to *force majeure* as characterized herein, or the Franchisee, for any period, willfully and without cause refuses to provide Service in accordance with its Franchise over a substantial portion of the Franchise Area. Such abandonment shall be cause for revocation of the Franchise.

## 5. CONSTRUCTION AND MAINTENANCE

### (a) *System Tests and Inspections*

(1) The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise and other performance standards established by law or regulation, and to ensure that the System components are operating as expected.

(2) The Franchisee shall conduct tests upon the County's request to ensure that its System is functioning in compliance with applicable laws and regulations, and make the results of such tests available to the County to verify such compliance. Such results shall be held proprietary and confidential. If any such test indicates that any part or component of the System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from County, shall take corrective action, retest the locations and advise the County of the action taken and results achieved.

(3) The County may conduct inspections of construction areas and Subscriber installations, including but not limited to inspections to assess compliance with the Franchisee's construction and installation requirements, this Agreement and applicable law generally. Inspection does not relieve the Franchisee of its obligation to build in compliance with all provisions of the Franchise.

(4) Specific testing and inspection requirements in this Agreement, including but not limited to those of Sections 5(a)(1) through 5(a)(3), shall not be read to preclude the County from exercising its general rights to inspect and require information.

(b) *Publicizing Proposed Construction Work:* The Franchisee shall notify the public prior to commencing any proposed construction that will significantly disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally. The Franchisee shall publicize proposed construction by notifying those persons most likely to be

affected by the work in at least two (2) of the following ways: by telephone, in person, by mail, by distribution of flyers to residences, or by publication in local newspapers.

**6. SYSTEM FACILITIES, EQUIPMENT AND SERVICES**

(a) *System Characteristics:* The Franchisee's System shall, at all times during the Franchise term, meet or exceed the following requirements:

(1) The System shall ensure that each part of the System's distribution network is capable of operating for not less than three (3) hours according to manufacturer's reasonable specifications, in view of local conditions, in the event of an electrical outage. The Franchisee shall use equipment that will (A) cut in automatically on failure of commercial utility AC power, (B) revert automatically to AC power when such power is restored, (C) prevent the standby power source from powering a "dead" utility line, and (D) alert the Franchisee's staff when the backup power supply cuts in. The obligation to provide such backup power supplies shall apply to the Franchisee's headend, each fiber optic node, and any other location(s) within the System necessary to maintain service to Subscribers who have power for not less than three hours in the event of an electrical outage affecting the System.

(2) The System shall function so that a signal received at the headend in color may be received by a Subscriber in color and a stereo signal in stereo, without substantial alteration or deterioration in those respects.

(3) The Franchisee shall comply with all applicable laws and regulations concerning System compatibility with Subscribers' television receivers and/or electronic recording devices.

(4) The Franchisee shall comply with all FCC regulations regarding scrambling or other encryption of signals.

(5) The System shall function so that there is no significant deterioration in the quality of PEG Access signals or leased Access signals, either upstream or downstream, as compared with any other channel on the System.

(6) The Franchisee shall ensure that means are available to enable Subscribers to block out audio and video on any undesired channels on the System.

(7) The System shall function so that any Subscriber can limit access to pay-per-view programming by ensuring that pay-per-view programming can only be activated by the positive action of the Subscriber using, for example, a private identification number or other individual selection procedure.

(8) All programming delivered to the Franchisee with closed captions shall be retransmitted by the System with the closed-caption signal included.

(9) The Franchisee shall work cooperatively with any services that allow hearing-impaired Subscribers to contact the Franchisee by telephone.

(10) System capabilities: The System shall utilize a copper fed DSL distribution network (or better) or fiber distribution network.

(11) The System shall provide two-way capability.

(12) Franchisee shall maintain sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable Franchisee to substantially comply with applicable law, including applicable customer service standards and including requirement or responding to system outages.

(13) The system shall be designed to be capable of interconnecting with other cable systems in the Franchise Area.

(14) The system shall, if technically capable, transmit in high definition any

signal which is received in high definition.

(b) *Technical Standards:* The System shall meet or exceed the applicable technical standards set forth in 47 C.F.R. § 76.601 and any other applicable technical standards.

(c) *Leased Access Channels:* The Franchisee shall provide leased access channels as required by applicable federal law.

(d) *Emergency Alert System*

(1) The Franchisee shall install and maintain for use by the County an Emergency Alert System (“EAS”) meeting all applicable requirements of federal law.

(2) In the event of an emergency situation that requires notification to County citizens, in addition to other methods of notification, the County, in accordance with established Emergency Alert System (EAS) procedures, will notify the Franchisee of the emergency and present it with an emergency message. The Franchisee shall broadcast the emergency message on all analog and digital channels, or shall force tune viewers to a designated EAS alert channel, except for those off-air channels with which the Franchisee has agreed not to override during an emergency message. The emergency message will advise the citizens of the emergency and direct them to turn to the County’s emergency alert channel for further information.

(e) *Uses of System:* The Franchisee shall advise the County of all types of service provided by means of the System, such as (without limitation) the Service, telephone service, and Internet access, within thirty (30) days after commercial deployment of such services, and the County shall have the right to verify such usage.

(f) *Use of Poles and Conduits:* The County shall have the right to install and maintain without charge its own equipment upon the Franchisee’s poles and conduits in such locations and for such time periods as space is available, upon the conditions that (1) the County’s equipment

shall not interfere with the operations of the Franchisee, and (2) the County's use shall not be for a competitive commercial purpose.

*(g) Home Wiring*

(1) Prior to a Subscriber's termination of Service, the Franchisee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber's dwelling unit, so long as such actions do not interfere with the ability of the Franchisee to meet FCC technical standards or to provide services to, and collect associated revenues from, that Subscriber or any neighboring Subscriber in a multiple dwelling unit.

(2) The Franchisee will provide Subscribers with a notification upon commencement of service advising them of their rights relating to home wiring. Such notice will advise Subscribers that they may either: (i) remove, replace, rearrange or maintain the home wiring themselves, (ii) select a qualified third party contractor, or (iii) request that the Franchisee provide such service at standard hourly installation rates, plus materials at actual cost plus a reasonable rate of return.

(3) Such notice will inform Subscribers that if any home wiring is improperly installed or rearranged by anyone other than the Franchisee, and any harmful or improper signal leakage occurs as a result, the Subscriber may be held responsible for the actual cost of rectifying the problem. Pursuant to FCC rules, the Franchisee recognizes that it is required to terminate service to any location where signal leakage problems are not corrected. Subscribers will be encouraged to use high quality home wiring materials to avoid signal leakage and to maintain signal quality. The Franchisee will offer to supply such materials to subscribers at actual cost plus a reasonable rate of return.

*(h) Compliance Survey/Performance Evaluation Sessions:*

(1) To aid in enforcing the terms of the Franchise, the Franchisee, upon request by the County no more than once a year, shall conduct a System compliance and technical survey.

(2) The cost of this survey shall be borne by the Franchisee.

(3) This survey shall include:

(A) signal tests at a variety of test locations selected and observed by the County;

(B) a review of the Franchisee's operating procedures and performance over the preceding year, including trouble call summaries, Subscriber complaints received by the County and the Franchisee, and telephone access statistics; and

(C) an investigation and review of the Franchisee's overall compliance with the terms and conditions of this Franchise Agreement and the Cable Ordinance.

(4) The Franchisee shall cooperate fully with the County in carrying out this survey.

(5) The County shall have the right to have independent consultants employed by the County participate in this survey.

(6) The County and Franchisee may, at County's discretion, hold scheduled performance evaluation sessions once a year from the effective date of the Franchise and when subscriber complaints warrant, special evaluations sessions may be held at the discretion of the County upon ninety (90) days' written notice to Franchisee.

7. **CHANNELS AND FACILITIES FOR PUBLIC, EDUCATIONAL AND GOVERNMENTAL USE**

(a) *Access Channels and Programming*

(1) Upon completion of an interconnection arrangement with existing Cable provider(s) or at Franchisee's PEG channel provider(s), the Franchisee shall make available to all Subscribers on the System a number of video channels for public, educational and governmental use that is equal to the number of PEG channels provided by the existing Cable provider.

(2) Additional PEG Channels

(A) In addition to the channels specified in subsection 7(a)(1), the County may require the Franchisee to make available a total of two (2) additional video channels for public, educational, or governmental Access programming when the following conditions are met: cablecasts of qualified programming exceed seventy (70) hours during a period lasting sixteen (16) consecutive weeks for any of the existing channels.

(B) For purposes of this section 7(a)(2), "qualified programming" includes any material carried on an Access channel that is reasonably related to the purpose of that Access channel, except that:

(i) "Bulletin board" material shall not count as qualified programming where the same text (or video and text) screen is sent simultaneously to all System Subscribers. The term "qualified programming" shall include bulletin board material, however, if such bulletin board material

consists of multiple and different text (or video and text) screens transmitted to different Subscribers simultaneously or where the content of the bulletin board can be selected by a viewer, even if the resulting message is then available to all viewers of the channel.

(ii) Repeat programs shall count as qualified programming only for the first four (4) times they are shown during the test hours over the measurement period.

(C) Each additional channel shall be provided by the Franchisee within ninety (90) days after a written request from the County.

(D) Programming for each such additional channel shall be determined in the same manner as for the corresponding initial Access channel.

(3) The Franchisee will provide any Access channels on the basic tier throughout the life of the Franchise, or if there is no basic tier, shall provide the Access channels as part of the service provided to any Subscriber, at no additional charge, and so that the channels are viewable by the Subscriber without the need for equipment other than the equipment that is required by every Subscriber to view any programming. If channels are selected through a menu system, the Access channels shall be displayed as prominently as commercial programming choices offered by the Franchisee.

(4) In the event that any Access channel is reassigned, the Franchisee shall provide the County with at least ninety (90) days' written notice before reassigning the channel,

and shall pay the reasonable costs of any advertising and promotional materials required due to the reassignment.

(5) In the event the Franchisee makes any change in the System and related equipment that would have a material adverse impact on the transmission or signal quality of Access programming, the Franchisee shall at its own expense take all necessary steps to ensure that such quality is maintained at no less than the previous level.

(6) The Franchisee shall include the detailed program schedule for the educational and governmental Access channels in its on-screen and online listings, provided that the County or other Access channel manager makes available such detailed program schedule to the entity or entities that produce such listings for the Franchisee in accordance with each such entity's normal format and lead time requirements.

(7) Franchisee shall use reasonable efforts to interconnect its System with the existing cable operator(s) or, at its option, directly with the PEG programming provider. Prior to the Service Date, the Franchisee shall initiate interconnection negotiations with the existing cable operator(s) to cablecast, on a live basis, public, educational and governmental access programming consistent with this Agreement. Interconnection may be accomplished by direct cable, microwave link, satellite or other reasonable method of connection. Franchisee shall negotiate in good faith with existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. The Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement. If Franchisee is unable to reach such an agreement within thirty (30) days after requesting in writing to interconnect with other local cable operator(s), upon request of Franchisee, County shall assist in mediating disputes. If no

agreement is reached within an additional thirty (30) days, and no later than one hundred eighty (180) days from Franchisee's initial request to the cable operator(s), County shall designate the point of interconnection with the objective of designating an interconnection point at the closest technically and economically feasible location on Franchisee's System permitting the transmission of high quality signals between cable systems for the least cost. Each party shall be responsible for its own interconnection cost. Both Franchisee and cable operator(s) will use commercially reasonable efforts to complete interconnection as soon as practicable after the County designates an interconnection point.

(b) *Editorial Control:* Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the designated Public, Educational and Governmental Access channels, except for such programming as the Franchisee may produce and cablecast on such channels or commercial programming or commercial advertisements to the extent that they would constitute competition with the Franchisee for such commercial programming or commercial advertisements, but shall not include announcements indicating that programming is underwritten by a commercial entity, such as the underwriting announcements typically displayed by the public broadcasting system.

(c) *Service to Certain Facilities*

(1) Upon the request of the County, and subject to the conditions in this Section 7(c) and subject to the limitations set forth in 4(b)(1), above, the Franchisee shall provide, without charge, within Service Area, one service outlet activated for basic cable service to each fire station, public school, police station, public library, and any other local government building.

(2) The Franchisee shall be required to make one (1) standard installation at one (1) point reasonably convenient to use at each site specified in Section 7(c) and shall not be required to wire the entire facility or to provide more than one (1) outlet at no cost.

(d) *Costs and Payments Not Franchise Fees:* The parties agree that any costs to the Franchisee associated with the provision of support for PEG Access pursuant to this Agreement, and any payments made to the County pursuant to Sections 6 and 7 of this Agreement, do not constitute and are not part of a Franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

**8. FRANCHISE FEE**

(a) *Payment to County or Designated State Agency or Authority:* Each year during the Franchise term, as part of the compensation due to the County for use of the Public Rights-of-Way pursuant to this Agreement, the Franchisee shall pay to the County or designated state agency or authority, on a quarterly basis, a Franchise fee of five percent (5%) of Gross Revenue. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter.

(b) *Supporting Information:* Each Franchise fee payment shall be submitted with supporting detail, certified by the Franchisee as correct. The County shall have the right to require further supporting information.

(c) *Late Payments:* In the event any Franchise fee payment or recomputation amount is not made on or before the required date, the Franchisee shall pay liquidated damages as specified in Section 11(c)(1) for failure to render payments, plus interest charges computed from such due date, at an annual rate equal to the commercial prime interest rate of the County's

primary depository bank during the period such unpaid amount is owed, in addition to the Franchise fee amount originally owed.

(d) *Audit*

(1) The County shall have the right to inspect and copy records and the rights to audit and to recompute any amounts determined to be payable under this Agreement, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's operation in the County, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf.

(2) The Franchisee shall be responsible for providing to the County all records necessary to confirm the accurate payment of Franchise fees, without regard to by whom they are held. The Franchisee shall maintain such records for the term of its Franchise Agreement, and any renewals or extensions thereof.

(3) The County's audit expenses shall be borne by the County unless the audit discloses an underpayment equal to more than five percent (5%) of the amount due, in which case the costs of the audit shall be borne by the Franchisee as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the County as a result of the audit shall be paid within thirty (30) days following written notice to the Franchisee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the County, such amount shall be subject to interest as specified in Section 8(c).

(e) *No Limitation on Taxing Authority*

(1) Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability. By way of illustration and not limitation, to the extent permitted by applicable law, the County may impose a tax, fee, or

other assessment on any person (other than the Franchisee) with respect to Cable Service or other communications service provided by such person over a Cable System for which charges are assessed to Subscribers but not received by the Franchisee.

(2) The Franchise fee payments required by this section shall be in addition to any and all taxes, fees or charges which the Franchisee shall be required to pay to the County or to any state or federal agency or authority, except to the extent that such taxes, fees or charges must be considered Franchise fees pursuant to 47 U.S.C. § 542(g).

(f) Franchisee shall pay County a PEG Capital Grant surcharge of one and one half percent (1.5%) of Franchise's Gross Revenue.

**9. CUSTOMER SERVICE**

Franchisee shall comply with the Customer Service Standards set forth in Exhibit B.

**10. INSURANCE, SURETY, AND INDEMNIFICATION**

(a) *Insurance Required*

(1) The Franchisee shall maintain at all times liability insurance as required by the Cable Ordinance.

(2) The Franchisee's insurance shall include contractual liability insurance applicable to the Franchisee's obligations under Section 10(c) below (indemnification).

(b) *Policies Available for Review:* All insurance policies shall be available for review by the County, and the Franchisee shall keep on file with the County certificates of insurance.

(c) *Indemnification:* The Franchisee shall defend, indemnify and save harmless the County, its officers, boards, commissions, agents and employees pursuant to the Cable Ordinance.

(d) *No Limit of Liability: neither the provisions of this Section or any damages recovered by the County shall be construed to limit the liability of the Franchisee for damages under the Franchise.*

**11. PERFORMANCE GUARANTEES AND REMEDIES**

(a) *Bond*

(1) The Franchisee shall obtain and maintain during the entire term of the Franchise, and any renewal or extensions thereof, an irrevocable bond from a financial institution licensed to do business in Virginia in the amount of twenty thousand dollars (\$20,000), to ensure the Franchisee's faithful performance of its obligations.

(2) The Franchisee shall obtain the reasonable approval of the County for the language of the bond before it is obtained. The Franchisee shall file with the County a complete copy of the bond (including all terms and conditions applying to the bond or to draws upon it) prior to its effective date, and keep such copy current with respect to any changes over the life of the Franchise.

(3) The bond shall not contain language requiring that in the event of any default a notice to the surety must be given within a specified period of time.

(4) The bond shall contain language ensuring that it cannot be canceled, or allowed to lapse, until sixty (60) days after receipt by the County, by certified mail, return receipt requested, of a written notice from the issuer of intent to cancel or not to renew.

(5) No later than thirty (30) days after mailing of notification to the Franchisee by certified mail, return receipt requested, of a withdrawal from the bond, the Franchisee shall restore the bond to the total amount specified herein.

(b) *Remedies:* In addition to any other remedies available at law or equity, the County may apply any one or a combination of the following remedies in the event the Franchisee violates this Franchise Agreement or applicable state or federal law:

- (1) Apply any remedy provided for in this Agreement.
- (2) Revoke the Franchise pursuant to the procedures specified in this Agreement.
- (3) Impose penalties available under applicable state and local laws for violation of County ordinances.

(4) In addition to or instead of any other remedy, seek legal or equitable relief from any court of competent jurisdiction.

(5) Any action, proceeding or exercise of a right by the County under this section does not constitute an election of remedies or a waiver of any other right the County may have, including the right to seek specific performance of a Franchise obligation, except that the County's election of liquidated damages shall take the place of any right to obtain actual damages over and above the payment of any amounts otherwise due.

(c) *Liquidated Damages*

(1) Because the Franchisee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the County, and because it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance, the County and the Franchisee agree to the following liquidated damages for the following violations of the Franchise and of this Agreement.

Breach

Liquidated Damages



<u>Breach</u>	<u>Liquidated Damages</u>
(A) Failure to comply with PEG Access requirements	\$400 for each violation for each day the violation continues in addition to any monetary payment due
(B) Failure to render Franchise Fee payments due to the County	The legal rate of interest set forth at § 6.1-330.53 of the Code of Virginia (currently, six percent (6%) per annum).
(C) Failure to supply information, reports, or filings lawfully required	\$400 for each violation for each day the violation continues (after Franchisee is afforded a ten (10) business day opportunity notice to cure).
(D) Violation of Customer Service Standards	\$400 for each violation for each day a violation continues after 10 day opportunity to cure.

(2) For consumer protection standards with which compliance is measured on a quarterly basis, liquidated damages shall be assessed as follows:

(A) Quarterly measuring periods shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

(B) If the Franchisee does not meet the prescribed standard in a given quarterly measuring period, the Franchisee shall be liable for liquidated damages in the following amounts: \$500 for each quarter in which such standards were not met if the failure was by less than five percent (5%); \$1,000 for each quarter in which such standards were not met if the failure was by five percent (5%) or more but less than fifteen (15%); and \$2,000 for each quarter in which such standards were not met if the failure was by fifteen (15%) or more.

(3) Payment by the Franchisee of liquidated damages shall be due thirty (30) days after the date of the County's notice assessing such damages pursuant to applicable law. If the Franchisee does not make payment within that period, the County may withdraw from the Franchisee's bond the amount assessed, pursuant to applicable law.

(d) *Revocation or Termination of Franchise*

(1) Upon completion of the term of the Franchise, if a new, extended, or renewed Franchise is not granted to the Franchisee by the County, the Franchisee's right to occupy the Public Rights-of-Way shall terminate, subject to applicable federal or state law.

(2) The County shall have the right to revoke the Franchise for any material breach of this Agreement or material violation of the Cable Ordinance.

(3) To revoke the Franchise pursuant to Section 8(e)(2), the County shall give the Franchisee written notice of the default in its performance. If within thirty (30) calendar days following such written notice from the County to the Franchisee, or such other period as the Franchise Agreement shall require or the Franchisee and the County shall agree, the Franchisee has not taken corrective action to the satisfaction of the County, the County may give written notice to the Franchisee of its intent to revoke the Franchise, stating its reasons; provided that no opportunity to cure shall be provided where the Franchisee is shown to have defrauded or attempted to defraud the County or its Subscribers.

(4) Prior to revoking the Franchise, the County shall hold a public hearing, on thirty (30) calendar days' notice, at which time the Franchisee and the public shall be given an opportunity to be heard. Following the public hearing, the County may determine whether to revoke the Franchise based on the information presented at the hearing, and other information of record, or, where applicable, grant additional time to the Franchisee to affect any cure. If the

County determines to revoke the Franchise, it shall issue a written decision setting forth the reasons for its decision. A copy of such decision shall be transmitted to the Franchisee.

(5) If the County revokes the Franchise, or if for any other reason the Franchise terminates, the following procedures and rights are effective: The County may require the former Franchisee to remove its facilities and equipment at the former Franchisee's expense and restore affected sites as required by applicable law, or permit the former Franchisee to abandon such facilities in place, unless the Franchisee sells its facilities and equipment to an entity that is granted a franchise by the County. If the former Franchisee fails to remove its facilities within a reasonable period of time, the County may have the removal done at the former Franchisee's and/or surety's expense.

(e) *Rights Cumulative:* The rights reserved to the County herein are in addition to all other rights of the County, whether reserved herein or authorized by applicable law. No action, proceeding, or exercise of a right with respect to the letter of credit will affect any other right the County may have. Neither the bond, nor the receipt of any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Franchisee or limit the liability of the Franchisee under the terms of its Franchise for damages, either to the full amount of the bond or otherwise.

## 12. MISCELLANEOUS PROVISIONS

(a) *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, and the promises and obligations herein shall survive the expiration date hereof.

(b) *Severability*

(1) If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the County and shall thereafter be binding on the Franchisee and the County.

(2) If the Franchisee believes that the terms of the Franchise or any County law or regulation conflict with any state or federal law or regulation, the Franchisee shall notify the County Manager immediately upon learning of the conflict.

(c) *Compliance with Federal and State Laws:* The Franchisee shall comply with all applicable federal, state, and local laws and regulations.

(d) *Each Party Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense. Unless otherwise expressly provided in this Agreement, all acts that the County is required to perform must be performed at the County's own expense.

(e) *Force Majeure:* The Franchisee shall not be deemed in default of provisions of this Agreement or applicable law where such default is due to force majeure, which shall mean an event or events reasonably beyond the ability of the Franchisee to anticipate and control, including, but not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which the Franchisee's facilities are attached or to be attached or conduits in which the Franchisee's facilities are located or to be

located, and unavailability of materials or qualified labor to perform the work necessary; provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

(f) *Third Party Beneficiaries:* The County and the Franchisee acknowledge and agree that no one is a third-party beneficiary of this Agreement.

(g) *No Evasion:* The Franchisee shall not take any action to evade any provision of this Agreement or the Cable Ordinance. This provision shall be read to prohibit, among other things, the Franchisee from requiring any Subscriber to waive any right (including without limitation privacy rights) as a condition of obtaining service.

(h) *Governing Law:* This Franchise Agreement shall be governed in all respects by the law of the Commonwealth of Virginia.

(i) *Notices:* Unless otherwise expressly stated herein, notices required under this Franchise Agreement shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

(1) Notices to the Franchisee shall be mailed to:

Cavalier IP TV, LLC  
2134 W. Laburnum Avenue  
Richmond, VA 23227  
Attn.: Brad Evans, CEO

with a copy to:

Cavalier IP TV, LLC  
2134 W. Laburnum Avenue  
Richmond, VA 23227

Attn.: General Counsel

Notices to the County shall be mailed to:

County of Chesterfield, Virginia  
9901 Lori Road, Room 505  
Chesterfield, Virginia 23832  
Attn: County Administrator

(2) The Franchisee shall at all times keep the County advised as to which individual(s) are authorized to act on behalf of the Franchisee and whose acts will be considered to bind the Franchisee.

(j) *Time of Essence:* In determining whether the Franchisee has substantially complied with this Franchise Agreement, the parties agree that time is of the essence.

(k) *Captions and References:* The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

(m) *Understanding and Consent:* This Agreement is freely and voluntarily given by each of the parties, without any duress or coercion, and after each party has consulted with its counsel. Each party and its counsel have participated fully in the review and revision of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. Each party hereto has carefully and completely read all of the terms and provisions of this Agreement, and acknowledges that, to the best of its knowledge, each provision is lawful and enforceable.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

County of Chesterfield,  
a political subdivision of the  
Commonwealth of Virginia

By: \_\_\_\_\_  
Lane B. Ramsey  
County Administrator

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael S. J. Chernau  
Senior Assistant County Attorney

CAVALIER IP TV, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

*INITIAL SERVICE AREAS*

**EXHIBIT B**

**CUSTOMER SERVICE STANDARDS**

**1. Customer service – Generally.**

(a) These standards sets forth minimum customer service standards that a franchisee must satisfy.

(b) Each franchisee shall maintain an office at a convenient location in the County that shall be open during normal business hours to allow subscribers to request service, pay bills, and conduct other business.

**2. Telephone answering.**

(a) Trained company representatives shall be available to respond to customer telephone inquiries at any time day or night.

(b) A franchisee shall use its best efforts to comply with the following standards. A franchisee shall not be subject to liquidated damages for noncompliance with these standards if, under normal operating conditions, the standards are met at least ninety percent (90%) of the time, measured quarterly. For purposes of this calculation and all pertinent reports, a franchisee may not omit data for conditions other than normal operating conditions unless the franchisee has explained to the county the time period and the conditions involved, and the county has approved that classification.

(1) Telephone answering time shall not exceed thirty (30) seconds, and the time to transfer the call to a customer service representative (including hold time) shall not exceed an additional thirty (30) seconds.

(2) A customer will receive a busy signal less than three percent (3%) of the time.

(c) A franchisee shall obtain and maintain sufficient telephone lines and staffing to meet the requirements of this article. A franchisee shall not block incoming calls or otherwise use equipment or procedures that would result in an inaccurate account of all calls made to the franchisee; any such practice shall constitute fraud and shall be an independent violation of the customer service standards.

(d) At least one person in responsible charge of a franchisee's operations shall be available by local telephone during such hours as the business office is closed, and the telephone

number of such person shall be supplied in advance to the [title of Locality's administrator] and to the County's police and fire divisions.

### **3. Installations and service calls.**

(a) A franchisee shall respond to service calls and complaints promptly. A franchisee shall use its best efforts to comply with the following standards. A franchisee shall not be subject to liquidated damages for noncompliance with these standards if, under normal operating conditions, the standards are met at least ninety-five percent (95%) of the time, measured quarterly.

- (1) A franchisee shall commence repairs for service interruptions affecting more than one hundred (100) subscribers within two (2) hours after the franchisee becomes aware of the interruption, including Saturdays, Sundays, and legal holidays.
- (2) A franchisee shall commence repairs for all other service interruptions within twenty-four (24) hours after the franchisee becomes aware of the interruption, including Saturdays, Sundays, and legal holidays.
- (3) A franchisee shall commence work on all requests for service other than service interruptions by the next business day after it receives the request for service or otherwise becomes aware of the need for service.

(b) All service for which a completion time is not otherwise specified must be completed within three (3) days from the date of the initial request, unless, for reasons beyond the franchisee's control, the work could not be completed in those time periods even with the exercise of all due diligence, in which case the franchisee shall complete the work in the shortest time possible. The failure of a franchisee to hire sufficient staff or to properly train its staff shall not justify a franchisee's failure to comply with this provision.

(c) The franchisee shall investigate subscriber complaints referred by the County within five (5) business days. The franchisee shall notify the County of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The County may require reasonable documentation to be provided by the franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

(d) Appropriate records shall be made of service calls, showing when and what corrective action was completed. Such records shall be available to the county during normal business hours and retained for not less than three (3) years.

(e) A franchisee shall perform service calls, installations, and disconnects at least from 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 5 p.m. Saturday. In addition, maintenance service capability enabling the prompt location and correction of major system malfunctions

shall be available seven (7) days a week, twenty-four (24) hours a day, including Saturdays, Sundays, and holidays.

(f) The appointment window for installations, service calls, and other installation activities shall be either a specific time or, at maximum, a four (4)hour time block during the time from 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 5 p.m. Saturday. Where a subscriber is unable to arrange for a service call or installation during that period, a franchisee shall also schedule service and installation calls at reasonable times outside that period.

(g) A franchisee may not cancel an appointment with a subscriber after 6 p.m. on the business day preceding the appointment, unless the appointment is for a Monday, in which case the franchisee may not cancel after 5 p.m. on Saturday. If a franchisee's representative is running late for an appointment with a subscriber and will not be able to keep the appointment as scheduled, the subscriber will be contacted, and the appointment rescheduled, as necessary, at a time which is reasonably convenient for the subscriber.

(h) A franchisee shall afford subscribers a three (3)-day right of rescission for ordering service over the cable system, except that such right of rescission shall end upon initiation of installation, whether physically or electronically, on the subscriber's premises or upon provision of service to the subscriber.

(i) Under normal operating conditions, billing inquiries and requests for service, repair, and maintenance not involving service interruptions must be acknowledged by a trained customer service representative within twenty-four (24) hours, or prior to the end of the next business day, whichever is earlier. A franchisee shall respond to all other inquiries within five (5) business days of the inquiry.

(j) Except as federal law may specifically require, no charge shall be made to the subscriber for repairs or maintenance of franchisee-owned equipment or facilities, except for the cost of repairs to the franchisee's equipment or facilities where it can be shown that the equipment or facility was damaged by a subscriber.

(k) With regard to mobility-limited subscribers, upon subscriber request, a franchisee shall arrange for pickup and/or replacement of converters or other franchisee equipment at the subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

(l) All personnel, agents and representatives of a franchisee, including subcontractors that have occasion to deal directly with subscribers in the field shall carry photo identification badges, to be displayed upon request, when acting on behalf of the franchisee.

(m) A franchisee shall provide advance notice, in light of the circumstances, prior to entry whenever desiring to enter any private property within the county. Work performed in easements and rights-of-way during system outage periods is exempted.

#### **4. Notice.**

(a) When a subscriber is connected or reconnected to a cable system, and at any time upon request, the franchisee shall provide each subscriber with written information concerning the following. Copies of all such materials provided to subscribers shall also be provided to the County.

- (1) a written description of products and services offered, including a schedule of rates and charges, a list of channel positions, and a description of programming services, options, and conditions;
- (2) a written description of the franchisee's installation and service maintenance policies, delinquent subscriber disconnect and reconnect procedures, and any other of its policies applicable to its subscribers;
- (3) notice regarding subscribers' privacy rights pursuant to 47 U.S.C. § 551;
- (4) notice regarding subscribers' rights relating to home wiring.

(b) The franchisee shall provide to all subscribers and to the County at least thirty (30) days' written notice before the implementation of any change in rates, services, channel positions, business hours, or legal holidays. Such notice shall state the precise amount of any rate change and briefly explain in accurate and readily understandable fashion the cause of the rate change (*e.g.*, inflation, changes in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified.

(c) All franchisee promotional materials, announcements, and advertising of residential cable service to subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all promotional materials must clearly and accurately disclose price terms and in the case of telephone orders, a franchisee shall take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential customers before the order is accepted.

#### **5. Billing.**

(a) Bills shall be clear, concise, and understandable, and shall not be such as to mislead a reasonable subscriber as to any matter reflected on the bill. Bills must be fully itemized with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills shall clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

(b) Refund checks or credits to subscribers shall be issued promptly, but no later than the

later of-

- (1) the subscriber's next billing cycle, or thirty (30) days, following resolution of the refund request, whichever is earlier; or
- (2) the return of all equipment supplied by the franchisee, if service is terminated.

(c) A franchisee's first billing statement after a new installation or service change shall be prorated as appropriate and shall reflect any security deposit.

(d) Credits

(1) The account of any subscriber shall be credited a prorated share of the monthly charge for service, upon the subscriber's reasonably prompt request, whenever:

(A) the subscriber is without service for a period that exceeds twelve (12) hours during any twenty-four (24) -hour period; or

(B) service is substantially impaired for any reason for a period that exceeds twelve (12) hours during any twenty-four (24) -hour period.

(2) The credits required under subsection (d)(1) shall not apply if:

(A) it can be documented that a subscriber seeks a refund for an outage or impairment that the subscriber caused; or

(B) a planned outage occurred between the hours of 12:00 midnight and 6:00 a.m.

(3) Credits for service shall be issued no later than the subscriber's next billing cycle following the determination that a credit is warranted.

(e) No charge may be made for any service or product that the subscriber has not affirmatively indicated it wishes to receive. Payment of the regular monthly bill does not in and of itself constitute such an affirmative indication.

**6. Disconnection.**

(a) Any security deposit and/or other funds due the subscriber shall be refunded on disconnected accounts after any customer premises equipment provided by the franchisee has been recovered by the franchisee. The refund must be made within thirty (30) days or by the end of the next billing cycle, whichever is earlier, from the date disconnection was requested (or, if later, the date on which any customer premises equipment provided by the franchisee is returned).

(b) A franchisee shall provide at least three (3) days' written notice prior to

discontinuance of service due to nonpayment and shall not terminate for nonpayment where the payment relates to service not yet provided. Where a franchisee has improperly discontinued service, it shall provide free reconnection.

(c) A franchisee may immediately disconnect a subscriber if the subscriber is damaging or destroying the franchisee's cable system or equipment. After disconnection, the franchisee shall restore service after the subscriber provides adequate assurance that it has ceased the practices that led to disconnection, and paid all proper fees and charges, including any reconnect fees and amounts owed the franchisee for damage to its cable system or equipment.

(d) A franchisee may also disconnect a subscriber that causes signal leakage in excess of federal limits. Disconnection may be effected after five (5) days' written notice to the subscriber, if the subscriber fails to take steps to correct the problem. Alternatively, a franchisee may disconnect a subscriber without notice where signal leakage is detected originating from the subscriber's premises in excess of federal limits, provided that the franchisee shall immediately notify the subscriber of the problem and, once the problem is corrected, reconnect the subscriber.

#### **7. Customer service – Other.**

A franchisee shall keep such records as are necessary to show compliance with these customer service standards and FCC customer service standards.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** October 25, 2006

**Item Number:** 19.

**Subject:**

Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

**County Administrator's Comments:**

County Administrator: \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

Motion of adjournment and notice of a regularly scheduled meeting to be held on November 8 at 4:00 p.m.

Preparer: Lisa Elko

Title: Clerk to the Board

**Attachments:**  Yes

No

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