

# Application to DHCD Submitted through CAMS

City of Chesapeake

Unserved Chesapeake Residents 2020

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**Application ID:** 64508132019172304  
**Application Status:** Pending  
**Program Name:** Virginia Telecommunications Initiative 2020  
**Organization Name:** City of Chesapeake  
**Organization Address:** 301 Albemarle Drive  
Chesapeake, VA 23322  
**Profile Manager Name:** Mary Riley  
**Profile Manager Phone:** (757) 382-2000  
**Profile Manager Email:** mriley@CityofChesapeake.net

**Project Name:** Unserved Chesapeake Residents 2020  
**Project Contact Name:** Chuck Williams  
**Project Contact Phone:** (757) 382-8796  
**Project Contact Email:** cmwilliams@cityofchesapeake.net  
**Project Location:** 300 Shea Dr  
Chesapeake, VA 23322-5565  
**Project Service Area:** Chesapeake City

**Total Requested Amount:** \$532,632.00  
**Required Annual Audit Status:** Accepted

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$532,632.00</b>	<b>\$146,054.00</b>	<b>\$678,686.00</b>
Construction	\$516,298.00	\$116,500.00	\$632,798.00
Construction Related Soft Costs	\$16,334.00	\$28,966.00	\$45,300.00
Other: Right of way fees	\$0.00	\$300.00	\$300.00
Other: Legal ad	\$0.00	\$288.00	\$288.00
<b>Total:</b>	<b>\$532,632.00</b>	<b>\$146,054.00</b>	<b>\$678,686.00</b>

## Budget Narrative:

Chesapeake and Cox are asking for \$532,632 to fund four projects in unserved areas of Chesapeake that have had numerous citizen complaints related to connectivity. Chesapeake and Cox are putting \$146,054 in funds to assist in getting these four projects completed.

## Questions and Responses:

### 1. Project Area

Explain why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s). Label map: Attachment 1 –Project Area Map.

#### Answer:

The four locations selected in southern Chesapeake are areas that have received numerous citizen complaints by City representatives. These are also the areas that Cox receives complaints because Internet services are not offered. You will also see an attached email under the unserved attachment where Verizon asked which areas of the City we receive complaints which includes these four areas.

The John Etheridge Rd project runs the length of John Etheridge Rd in southern Chesapeake.

The Beaver Dam Rd project runs between the railroad tracks east of Centerville Turnpike to just east of Pocaty River in southern Chesapeake.

The Sanderson Rd and Hungarian Rd project begins to the west of the north/south run of Sanderson Rd collecting the Hungarian spur, completing the north/south Sanderson run, and ending at the intersection of Indian Creek Rd and Cedarville Rd.

The Ballahack Rd project runs from east of the Cavalier Wildlife Management Area to the where Ballahack crosses Happer Ditch.

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2.

Describe your outreach efforts to identify existing providers in the selected project area. Provide a detailed explanation of how this information was compiled and the source(s). Provide a map and list of all existing providers (fixed and wireless) and speeds offered within the project area. Label Map: Attachment 2 – Existing Provider Map; label documentation: Attachment 3 – Documentation on CAF Funding Area.

**Answer:**

Cox is the only franchised provider in Chesapeake willing to offer services to these citizens. There have been several providers in the past few years who have promised to offer services in southern Chesapeake, including Microsoft. None of these providers have even attempted to start building out services for our citizens once they realized the size of southern Chesapeake and its sparse population. Therefore there is no map of current providers in this region other than those services nearby that Cox is willing to extend in order to reach these remote areas. The use of Virginia CIT broadband maps and CAF funding maps sites were utilized to support the fact that there is no broadband coverage or grants covering these areas of the request.

Additionally, Cox Communications would provide substantially and consistently higher quality broadband coverage and faster service of up to 1 Gbps/35 Mbps, not available through any other provider.

3. Project Need/Description

To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An unserved area is defined as an area with speeds of 10 Mbps / 1 Mbps or less and with less than 10 percent service overlap within the project area. Describe any anticipated service overlap with current providers within the project area. Provide specific information as to how you determined the percentage overlap. Label Attachment: Attachment 4 – Documentation Unserved Area VATI Criteria.

**Answer:**

We anticipate no overlap with other providers in these areas because Cox is the only franchised provider in the City of Chesapeake who is willing to consider offering services to these residents and businesses.

4. Provide the number of residential serviceable units in the project area(s). Describe the eligible premises that will be served by the proposed project and the basis for these projections.

**Answer:**

These projects will be able serve a total of one-hundred and fifty-three (153) homes.

The John Etheridge project will serve thirteen (13) homes.

The Beaver Dam Project will serve fifty-two (52) homes.

The Sanderson and Hungarian Road project will serve fifty-eight (58) homes.

The Ballahack project will serve thirty (30) homes and fifteen (15) residential lots.

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5. Indicate the numbers of businesses and community anchor institutions the proposed project will pass in the project area. Also indicate the number of home-based businesses. Provide specific information.

**Answer:**

The information was retrieved from the City of Chesapeake's "Chesapeake Businesses" online city maps. The data comes from a simple point map service showing the locations of businesses in the City of Chesapeake. The points were geocoded against address points, parcels and streets from a table provided by the Commissioner of the Revenue. Last updated 11/2018.

There are eleven (11) businesses along the Ballahack project.

There are seven (7) businesses along the Sanderson and Hungarian project.

There are four (4) businesses along the Beaver Dam project.

There are two (2) businesses along the John Etheridge project.

6. Understanding that projected take rates are an estimate, provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also detail all actions (e.g. marketing activities, outreach plan) to be implemented to reach the identified potential serviceable units within the project area.

**Answer:**

There are individual residents in these four project areas that pay hundreds of dollars a month for satellite service currently; drive miles to Starbucks so they are their children can work online; and at least one who has experienced personal loss due to the limited services in this portion of our city. I anticipate no advertising will be needed more than seeing the Cox trucks installing new lines in front of several of these homes before all the residents begin to sign up for service. These citizens have been without the Internet service they are accustomed to at their workplaces or their children experience in their schools. In speaking with and listening to complaints from numerous citizens over the past several years, I feel there will be a nearly 100% take rate for Cox services.

7. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless co-applicant own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

**Answer:**

Does not apply to these projects.

8. Provide the proposed download and upload speeds for the project area. Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate. Describe the Internet service offerings to be provided after completion

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of this project and your price structure for these services. The service offerings should include all relevant tiers.

**Answer:**

- The proposed project and construction will be incorporated into the existing hybrid fiber-coax (HFC) network owned and operated by Cox Communications and will be capable of providing residential and business customers with download speeds of up to 1 Gbps and upload speeds of up to 35 Mbps through the Docsis 3.1 platform.
- Cox offers five (5) advertised tiers of service for residential internet access: Cox Internet Starter at \$44.99 monthly (10/1); Essential at \$65.99 monthly (30/3); Preferred at \$83.99 monthly (150/10); Ultimate at \$104.99 monthly (300/30); and Gigablast at \$119.99 monthly (1000/35+). These prices reflect base pricing and do not take into account discounted rates for bundled services or promotional pricing for new customers.
- For businesses, there are also three (3) plans: Internet 100 at \$84.99 per month; Internet 200 at \$134.99 per month; and Internet 300 at \$184.99 per month.
- Cox offers discounted internet (\$9.95) through the Connect2Compete program (15/1) for qualifying families with a student (K-12) receiving free or reduced lunch through the National School Lunch Program or families with a K-12 student receiving SNAP or TANF benefits or who live in public housing.

9. Provide a description of the network system design used to deliver broadband service from the network's primary Internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project. Label Map: Attachment 5 – Propagation Map Wireless Project

**Answer:**

Through the video franchise with the City of Chesapeake, Cox Communications has built and maintained a hybrid fiber-coax (HFC) network in the County for several decades. This network has enabled Cox to offer video, data, telephony, and home security/automation services to residents. This grant will allow Cox to extend the network to an area of the City that is currently unserved.

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

10. Project Readiness

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Provide any Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) (drafts are allowable), letters of support, etc. The timeline should include all activities being completed within 12 months of contract execution with DHCD. Label Attachments: Attachment 6 – Timeline/Project Management Plan;

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Attachment 7 – Relationship between Applicant/Co-Applicant; Attachment 8 – Letters of Support;

- i. If the partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the applicant, co-applicant, and any additional partners.
- iii. If applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality.

**Answer:**

Cox has received several requests over the years to build out to the southern portion of Chesapeake. The construction and planning teams have evaluated these requests and have appropriately planned out the build to respond to such requests; the team is well-equipped to being construction immediately following approved funding and receipt of easement approvals and permits.

11. Matching funds: Provide a description of the matching funds the applicant and co-applicant will invest in the proposed project (VATI funding cannot exceed 80 percent of total project cost). The Funding Sources Table must be completed. Label Attachments: Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table;

- i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
- ii. Identify whether the applicant or co-applicant is responsible for providing each element of the proposed matching funds.
- iii. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

**Answer:**

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

12. Applicant and Co-Applicant: A description of the public-private partnership involved in the project. Detail the local government assistance: Local government co-applicants should demonstrate assistance to project that will lower overall cost and further assist in the timely completion of construction, including assistance with permits, rights of way, easements, and other issues that may hinder or delay timely construction and increase cost. Provide detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor-owned utilities

**Answer:**

Cox is the only franchised provider in Chesapeake willing to offer services to these citizens. There have been several providers in the past few years who have promised to offer services in southern Chesapeake, including Microsoft. None of these providers have even attempted to start building out services for our citizens once they realized the size of southern Chesapeake and its sparse population.

Cox has agreed to place \$123,626 worth of equipment and services to support this grant request. The City of

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Chesapeake is willing to place \$22,428 towards right of way fees and assisted with project management of the grant. The City of Chesapeake and Cox both have a desire to assist these citizens with an affordable solution for the citizens due to the number of complaints received over the years by both the City and Cox. The City and Cox will work to eliminate any technical or bureaucratic hurdles that may come up to ensure these projects are completed in a timely manner for the citizens.

13. Identify key individuals, including name and title, who will be responsible for the management of the project. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

**Answer:**

Company and Project Position	Name and Title
Cox Communications/ Project Manager Construction Supervisor	Chris Tobin, Planning &
Cox Communications Government/Chesapeake Liaison Manager	Sarah Buck, Public Affairs
City of Chesapeake/ Project Manager	Jay Kail, Project Manager
City of Chesapeake/ City Liaison Director of IT	Chuck Williams, Assistant

14. Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the grant funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should be substantiated by clear cost estimates. Label Attachment: Attachment 11 – Derivation of Costs; Attachment 12 - Documentation of Supporting Costs; Attachment 13 – Supporting Documentation of Cost Estimates.

**Answer:**

The costs associated with these four projects are detailed in the attached documents.

15. The cost benefit index is comprised of three factors: (i) state share for the total project cost, (ii) state cost per unit passed, and (iii) the internet speed. From these statistics, individual cost benefit scores are calculated. Finally, the three component scores are averaged together and converted to a 30-point scale to form a composite score. Please provide the following three pieces of information:
- Total State funding requested / Total Project cost
  - Number of serviceable units
  - Highest residential speed available

**Answer:**

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- a. 78.48%
- b. \$3,569.40 per unit for 153 units
- c. 1Gbps/35Mbps

16. A brief description of applicant and co-applicant's history or experience with managing grants and constructing broadband communication facilities in the Commonwealth of Virginia and elsewhere.

**Answer:**

Cox was successful in partnering with Gloucester County for the first round of VATI grants (2016-2017 cycle). The project was completed on time and on budget and since it's construction has been serving residents and businesses who were previously unserved.

17. Commonwealth Priorities

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if the project fits into a larger locality or regional universal broadband plan.

**Answer:**

Should these projects be selected for funding these citizens may have an opportunity to take part in the current regional efforts that are taking place around the recent transatlantic landing site and regional broadband initiative that Chesapeake is participating in with Virginia Beach, Norfolk, Portsmouth, and Suffolk. As this initiative begins to build out the region expects more businesses that rely on and deliver services in high capacity broadband to come to the region. These citizens only chance to take part in those offerings will be through these projects because without them there is no way they could experience true broadband.

18. Additional Information

Any other equitable factor that the applicant desires to include. Applicants are limited to four additional attachments. Label Additional Attachments as:

- a. Attachment 14 – Two most recent Form 477 submitted to the FCC or equivalent
- b. Attachment 15 – Copy of Public Notice
- c. Attachment 16 – XXXXXXXX
- d. Attachment 17 – XXXXXXXX
- e. Attachment 18 – XXXXXXXX
- f. Attachment 19 – XXXXXXXX

**Answer:**



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Attachment 16) Cox has included a description of the Connect2Compete which provides low-cost Internet to qualified households in an effort to bridge the digital divide and provide new opportunities for families and students.

Attachment 17) Cox has also included their statewide pricing for residential and business customers.

Attachment 18) City has supplied a map of businesses along project

## **Attachments:**

Map(s) of project area, including proposed infrastructure

CoxChesapeakeBroadbandProjectMapsFinal831201982631.pdf

Map(s) or schematic of existing broadband providers (inventory of existing assets)

ExistingBroadbandMapsCoxChesapeakeFinal831201983725.pdf

Documentation that proposed project area is not designated for Connect America Funding (CAF)

ConnectAmericaCoverageAwardFinal831201985537.pdf

Documentation that proposed project area is unserved based on VATI criteria

UnservedCitizensDefined92201992539.pdf

Propagation Map if Wireless Project

NotWireless922019114233.docx

Project Management Plan

2019VATICoxChesapeakePlansFinal91201984930.xlsx

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

CoxCableFranchiseAgreement91201990353.pdf

Letters of Support

LetterofSupportVATI20198302019103719.pdf

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Documentation for in-kind contributions, including value(s)

2019InKind92201992825.xlsx

Funding Sources Table

VATIFundingSourcesTableFinal91201984128.docx

Derivation of Cost (Project Budget)

2019VATIProjectsCostsCoxChesapeakeFinal831201984248.xlsx

Documentation supporting project costs (i.e. vendor quotes)

SupportingProjectCosts91201990931.docx

Supporting documentation for costs estimates

SupportingCostEstimates91201990942.docx

Two most recent Form 477 submitted to FCC

477filingsummary123118830201913228.docx

Copy of Public Notice

190804AffidavitOfPublication813201954057.pdf

Optional

Connect2Compete92201995732.docx

Optional

ResidentialBusinessInternetRates92201995744.docx

Optional

BusinessesAlongProjects922019113617.pdf

## Notes:

This is the third year we have attempted to get funds for citizens in southern Chesapeake that do not have access to broadband. As

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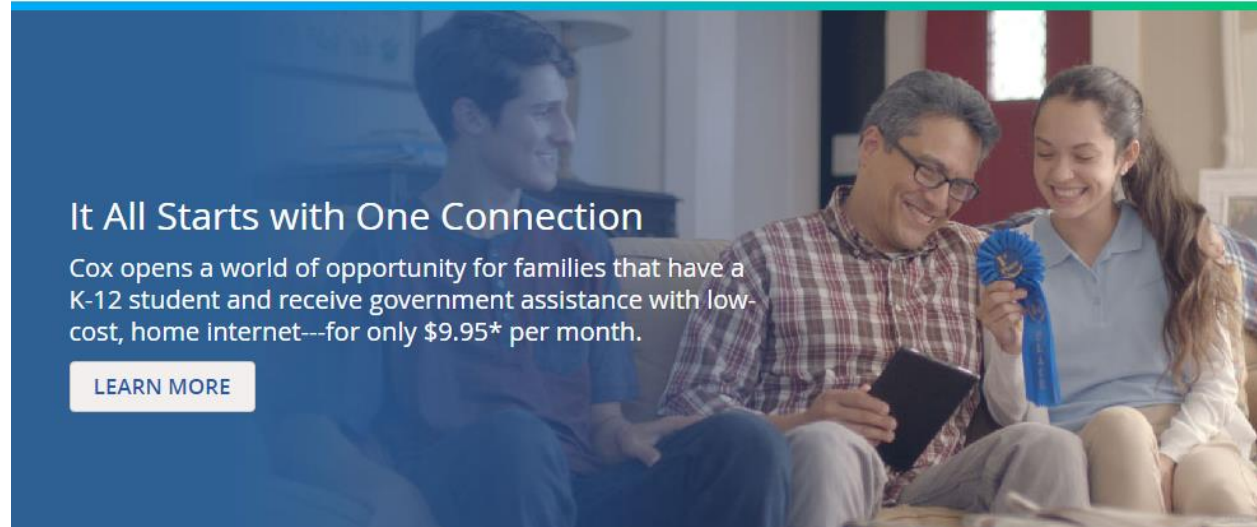
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a Dillon's Rule commonwealth, we as a City have little ability to assist our citizens with getting providers to offer services to the citizens. This is an opportunity where the City of Chesapeake and Cox can work together with the Commonwealth of Virginia to get relief for our citizens and allow them to have the same services that others throughout the City and the Commonwealth take for granted.

## Connect2Compete by Cox

Connect2Compete is a low-cost home internet with WiFi product from Cox available to applications that meet and can verify the following requirements:

- Have at least one K-12 student living in the household
- Participate in one of the following: National School Lunch Program (NSLP), SNAP, TANF or Public Housing



Surveys indicate that more than 80% of all U.S. teachers believe that online learning improves education. While many consider access to technology at home to be critical to the quality of a student's education, it is alarming that one-third of all students in America, mostly from low-income households, lack that access.

At Cox®, we're working to change that with the Cox® Connect2Compete program and the Cox® Digital Academy, which provides LOW-COST INTERNET to qualified households in an effort to bridge the digital divide—and provide new opportunities for families and students.

Our success is only possible with the help of dedicated leaders in the communities we serve. If you're committed to making a difference in your home, school or neighborhood and would like to help bring low-cost Internet to families in need, visit our resources page. There, you'll find additional information and a collection of materials that can be used to help spread the word.



**71% of teens** call the Internet their primary research for school projects.

**PEW RESEARCH CENTER**



**94% of job recruiters** turn to the Internet for new hires.

**EVERYONEON**



More than 90% of higher-income families have home Internet access. For low-income K-12 students, it's **less than 50%**.

**PEW RESEARCH CENTER**



Students with access to Internet-ready PCs in the home graduate at rates **6-8% higher** than those without.

**FEDERAL RESERVE SYSTEM**

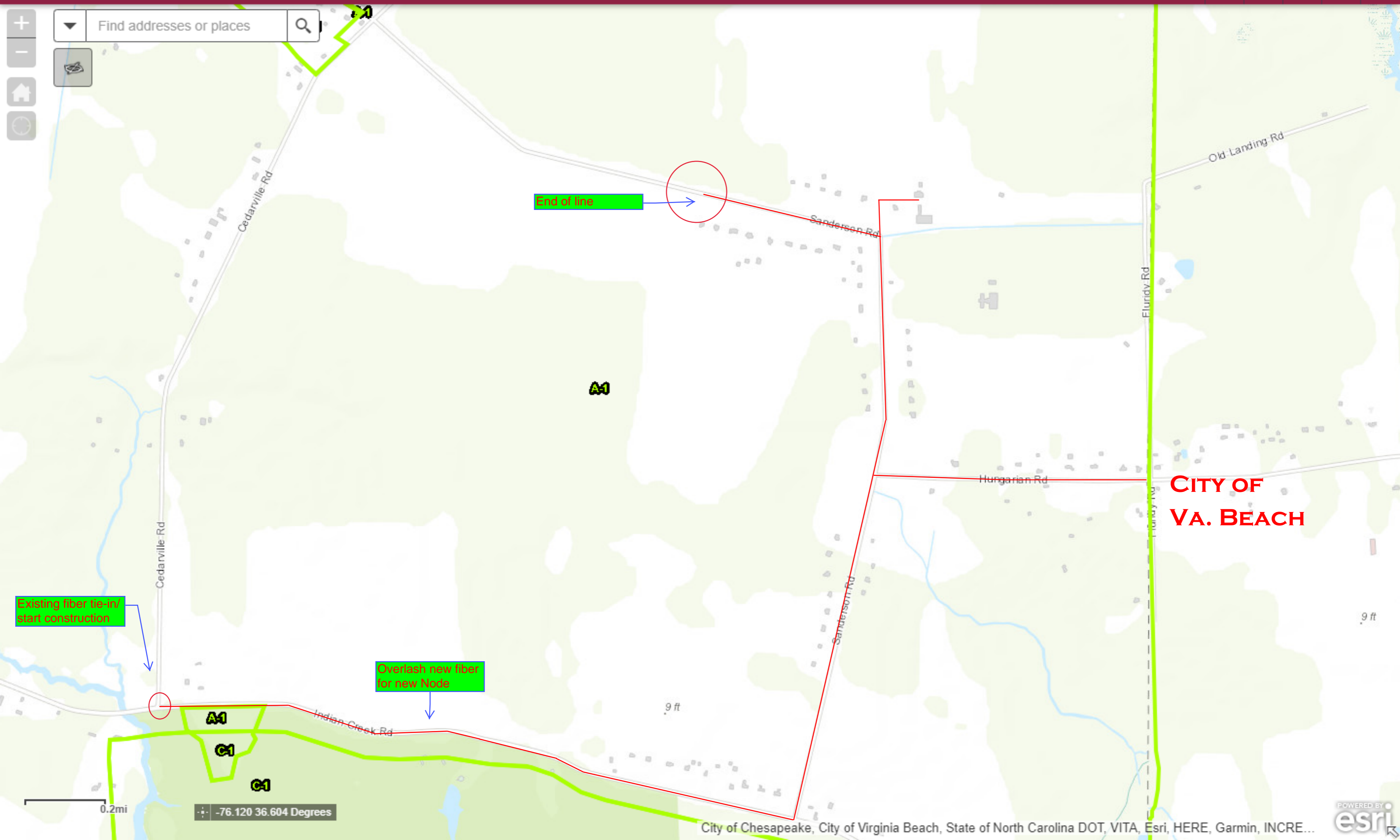


**50% of parents** reported GPA improvements since enrolling in the Cox® Connect2Compete program.

**EVERYONEON**



Find addresses or places



End of line

Existing fiber tie-in/  
start construction

Overlash new fiber  
for new Node

CITY OF  
VA. BEACH

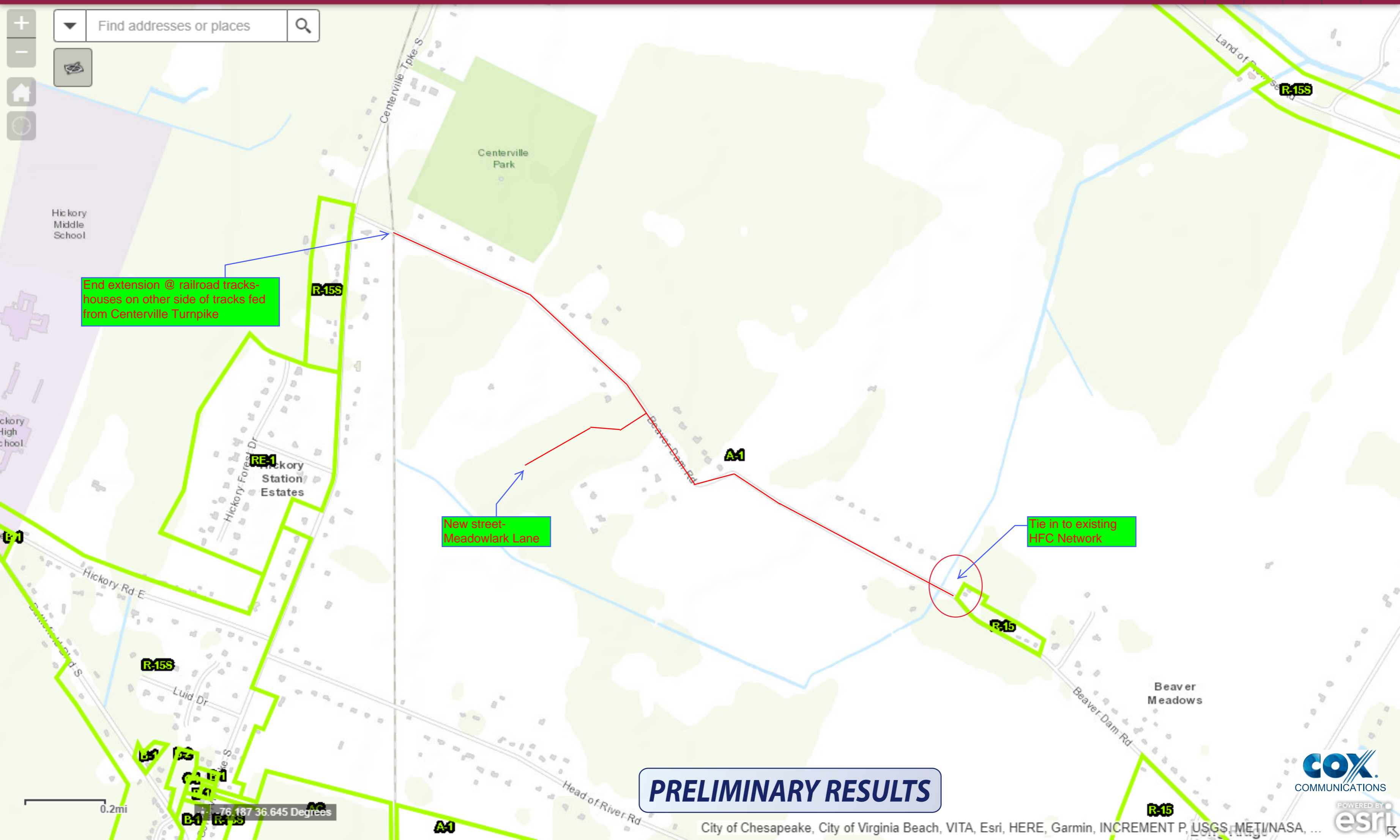
0.2mi

-76.120 36.604 Degrees





Find addresses or places



End extension @ railroad tracks-houses on other side of tracks fed from Centerville Turnpike

New street-Meadowlark Lane

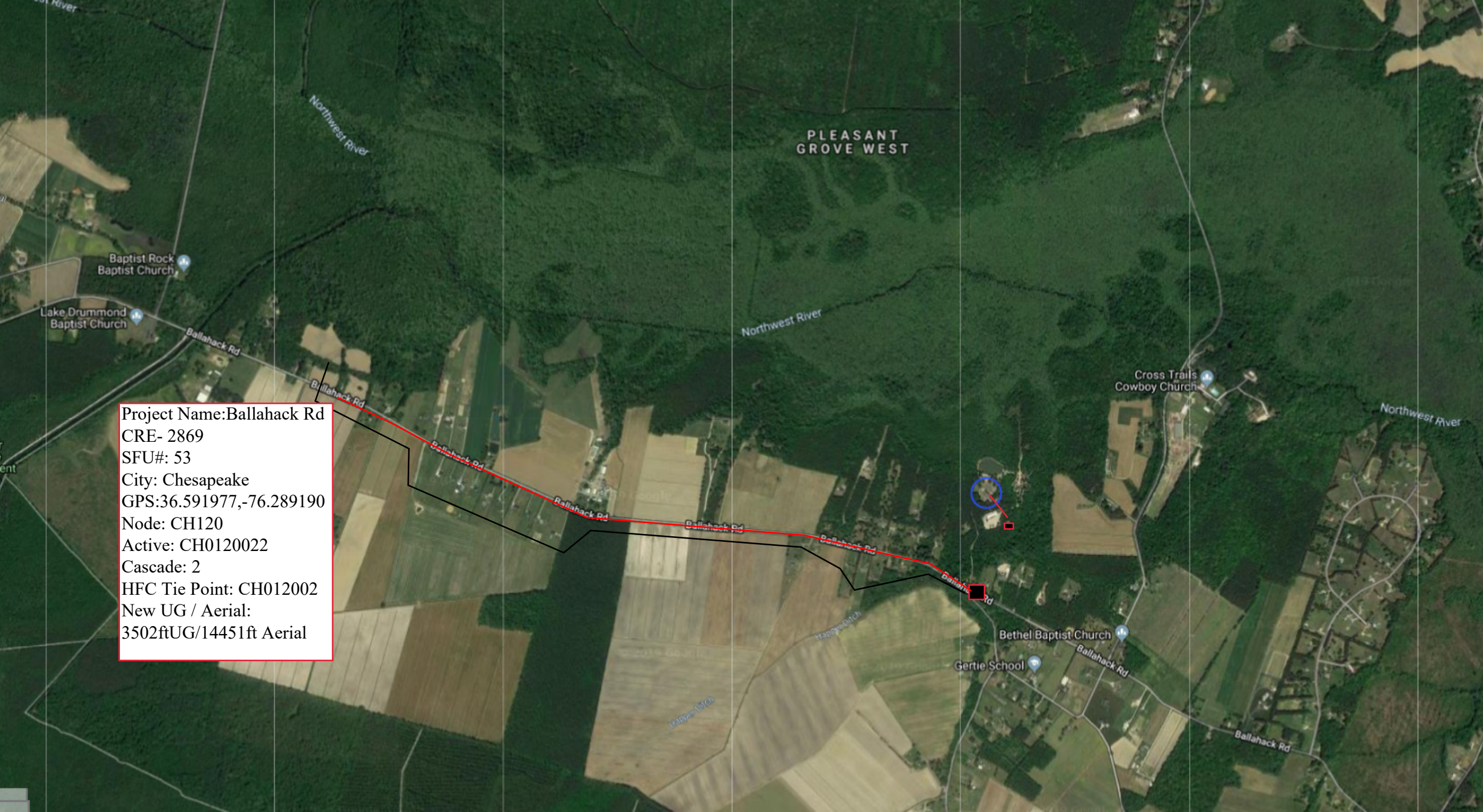
Tie in to existing HFC Network

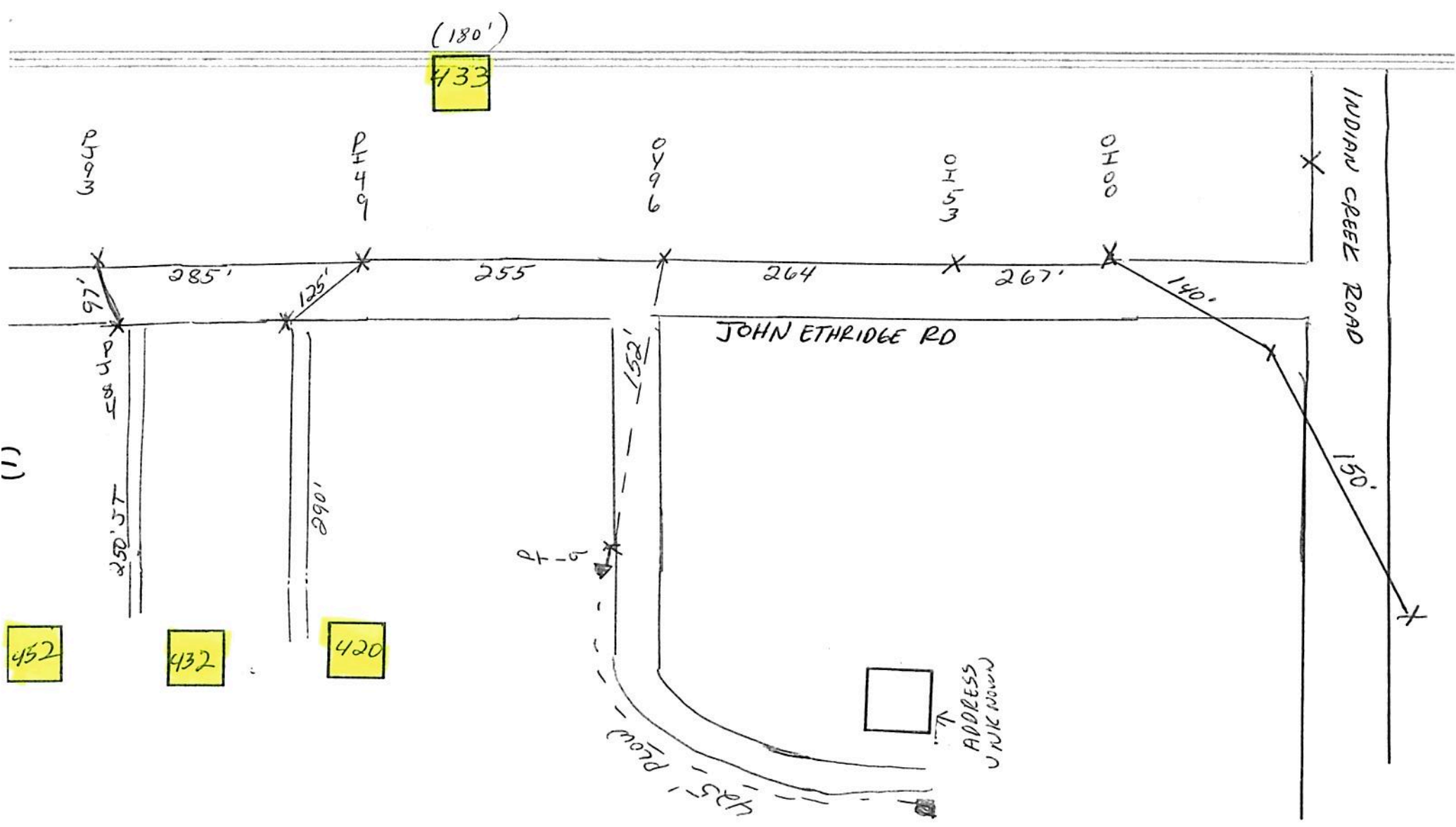
# PRELIMINARY RESULTS

0.2mi 76.187 36.645 Degrees



Project Name: Ballahack Rd  
CRE- 2869  
SFU#: 53  
City: Chesapeake  
GPS: 36.591977, -76.289190  
Node: CH120  
Active: CH0120022  
Cascade: 2  
HFC Tie Point: CH012002  
New UG / Aerial:  
3502ftUG/14451ft Aerial





(11)

432

432

420

(180')  
433

60470

PI 49

6040

60150

6000

INDIAN CREEK ROAD

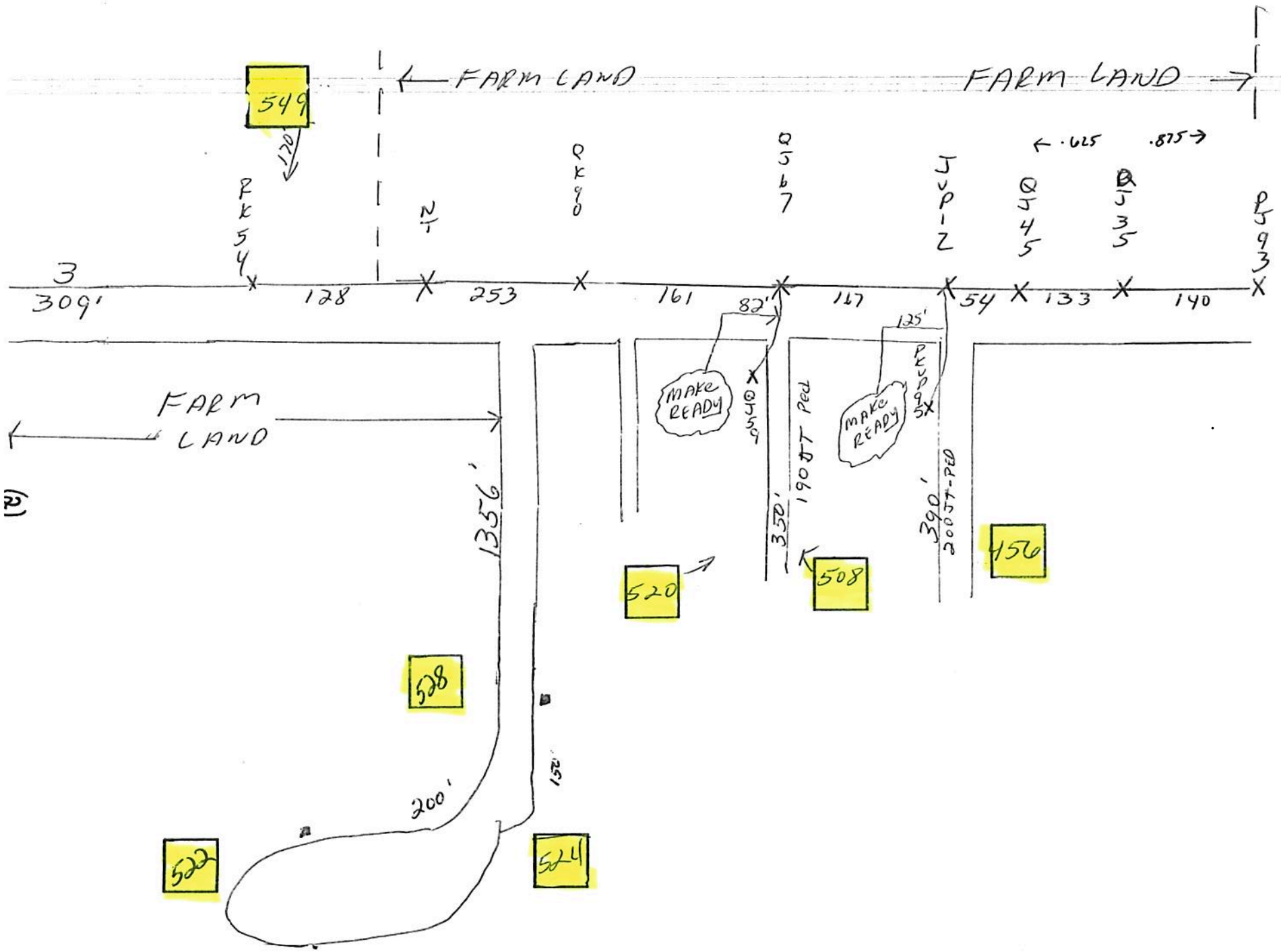
JOHN ETHRIDGE RD

ADDRESS UNKNOWN

PI 49

425' (bearing)





553



FARM LAND

5208



(3)



## Browse the Map

Zoom to Address or Zip Code

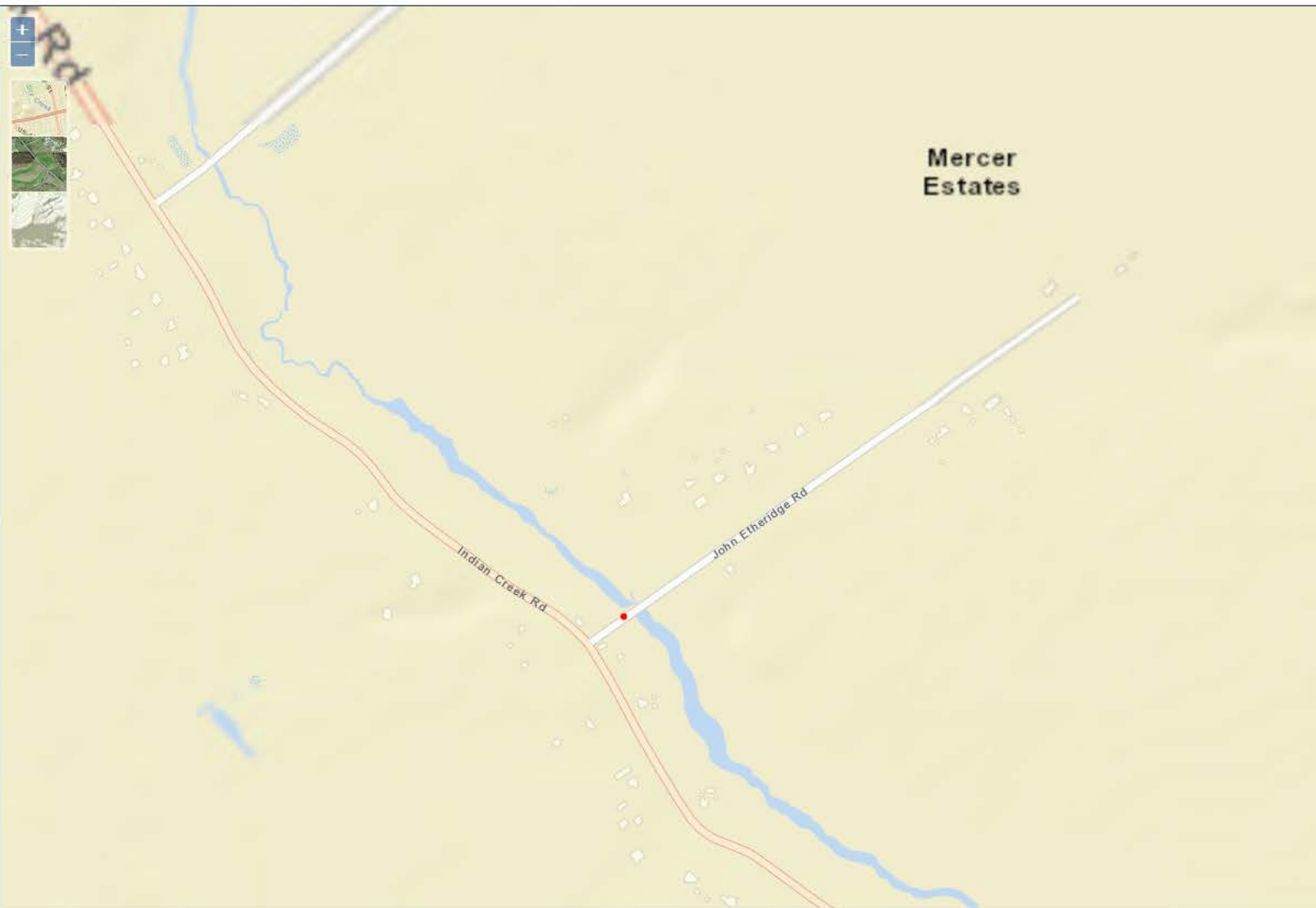
420 John Etheridge, Chesap

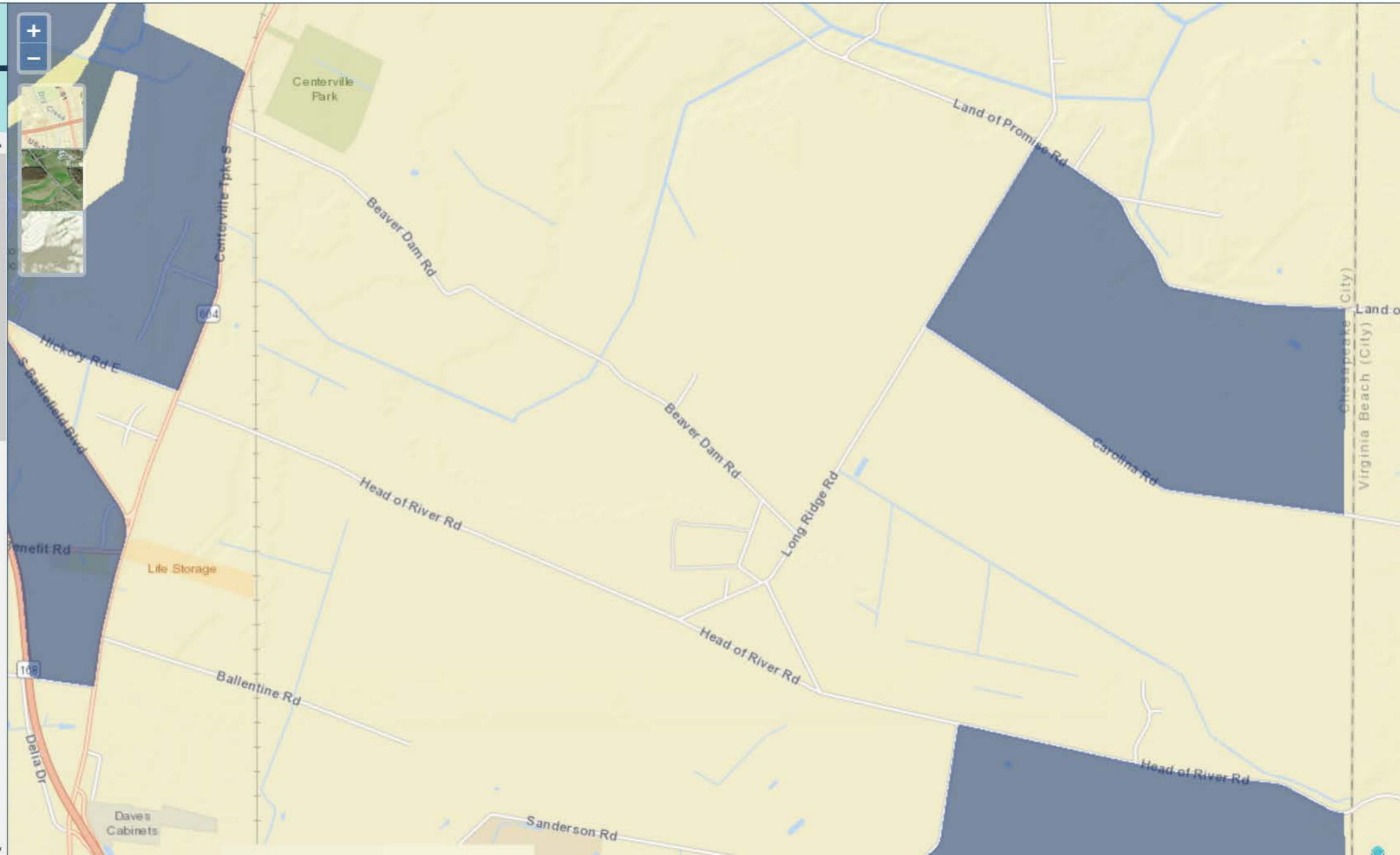
Zoom to County/Jurisdiction

Show Results

### Choose Some Layers

- Cities/Counties
- Cable Wireline Coverage (Dec. 2017)
- DSL/Copper Coverage (Dec. 2017)
- Fiber Optic Coverage (Dec. 2017)
- Fixed Wireless Coverage (Dec. 2017)
- Mobile Wireless Coverage (Dec. 2016)
- 4G/LTE Wireless Coverage (Dec. 2016)
- Satellite Coverage (Dec. 2017)
- Virginia Telecommunication Initiative Funding (VATI)
- Underserved Areas  
[greater than 10 Mbps download and 1 Mbps upload and less than 25 Mbps  
download and 3 Mbps upload] (Dec. 2017)
- Unserved Areas  
[below or equal to 10 Mbps download and 1 Mbps upload] (Dec. 2017)
- No Residential Broadband (25/3) reported (Dec. 2017)
- Vertical Assets (updated daily)
- Community Anchor Institutions (Dec. 2017)
  - School
  - Library





## Browse the Map

Zoom to Address or Zip Code

Beaver Dam, Chesapeake, VA

Zoom to County/Jurisdiction

Show Results

## Choose Some Layers

- Cities/Countries
- Cable Wireline Coverage (Dec. 2017)
- DSL/Copper Coverage (Dec. 2017)
- Fiber Optic Coverage (Dec. 2017)
- Fixed Wireless Coverage (Dec. 2017)
- Mobile Wireless Coverage (Dec. 2016)
- 4G/LTE Wireless Coverage (Dec. 2016)
- Satellite Coverage (Dec. 2017)
- Virginia Telecommunication Initiative Funding (VATI)
- Underserved Areas  
[greater than 10 Mbps download and 1 Mbps upload and less than 25 Mbps download and 3 Mbps upload] (Dec. 2017)



## Browse the Map

Zoom to Address or Zip Code

Zoom to County/Jurisdiction

Show Results

### Choose Some Layers

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- DSL/Copper Coverage (Dec. 2017)
- Fiber Optic Coverage (Dec. 2017)
- Fixed Wireless Coverage (Dec. 2017)
- Mobile Wireless Coverage (Dec. 2016)
- 4G/LTE Wireless Coverage (Dec. 2016)
- Satellite Coverage (Dec. 2017)
- Virginia Telecommunication Initiative Funding (VATI)
- Underserved Areas

[greater than 10 Mbps download and 1 Mbps upload and less than 25 Mbps download and 3 Mbps upload] (Dec. 2017)

- Unserved Areas
- [below or equal to 10 Mbps download and 1 Mbps upload] (Dec. 2017)
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- School



## Browse the Map

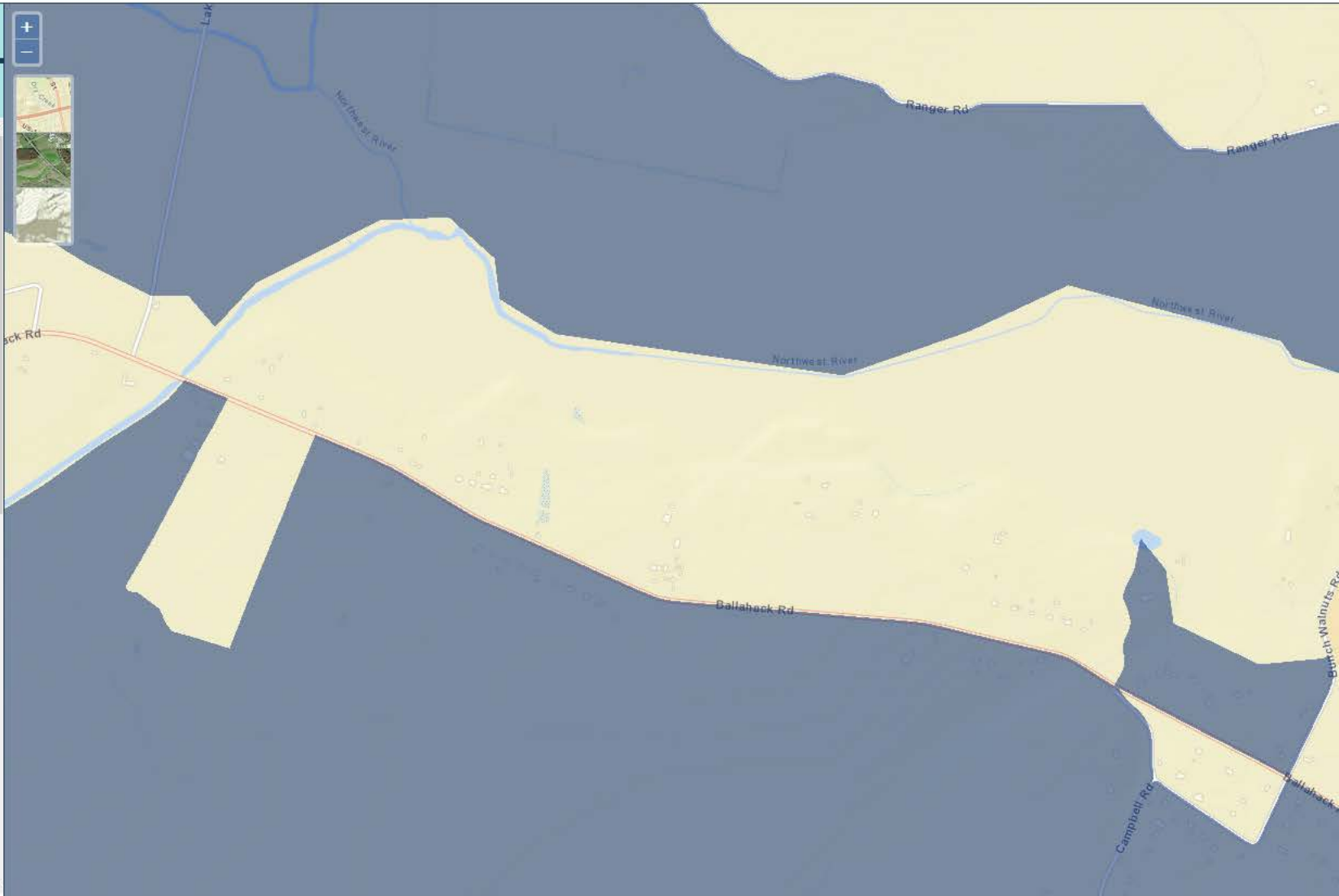
Zoom to Address or Zip Code

Zoom to County/Jurisdiction

Show Results

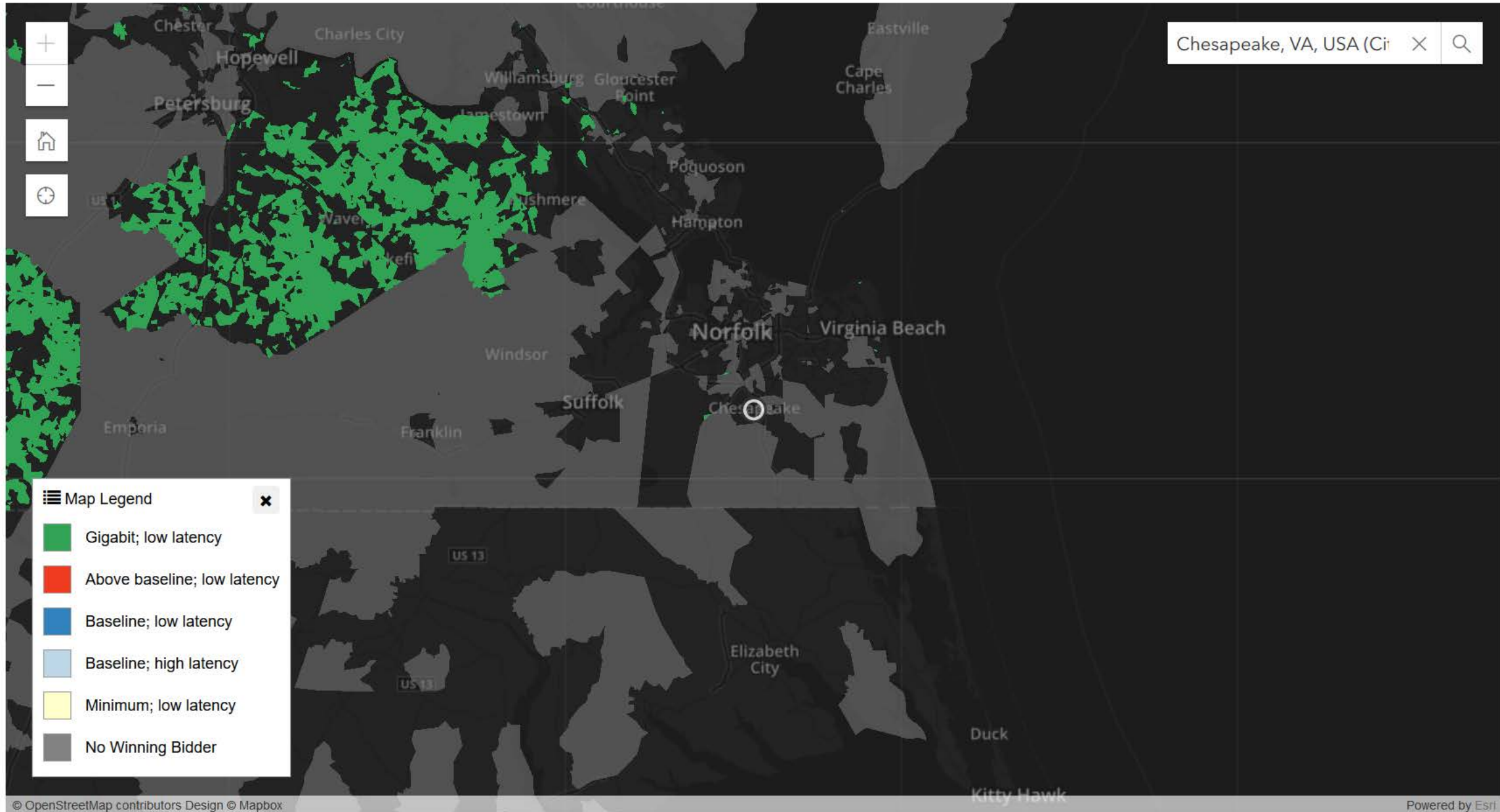
## Choose Some Layers

- Cities/Countries
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# Connect America Fund Phase II: Auction 903 Results

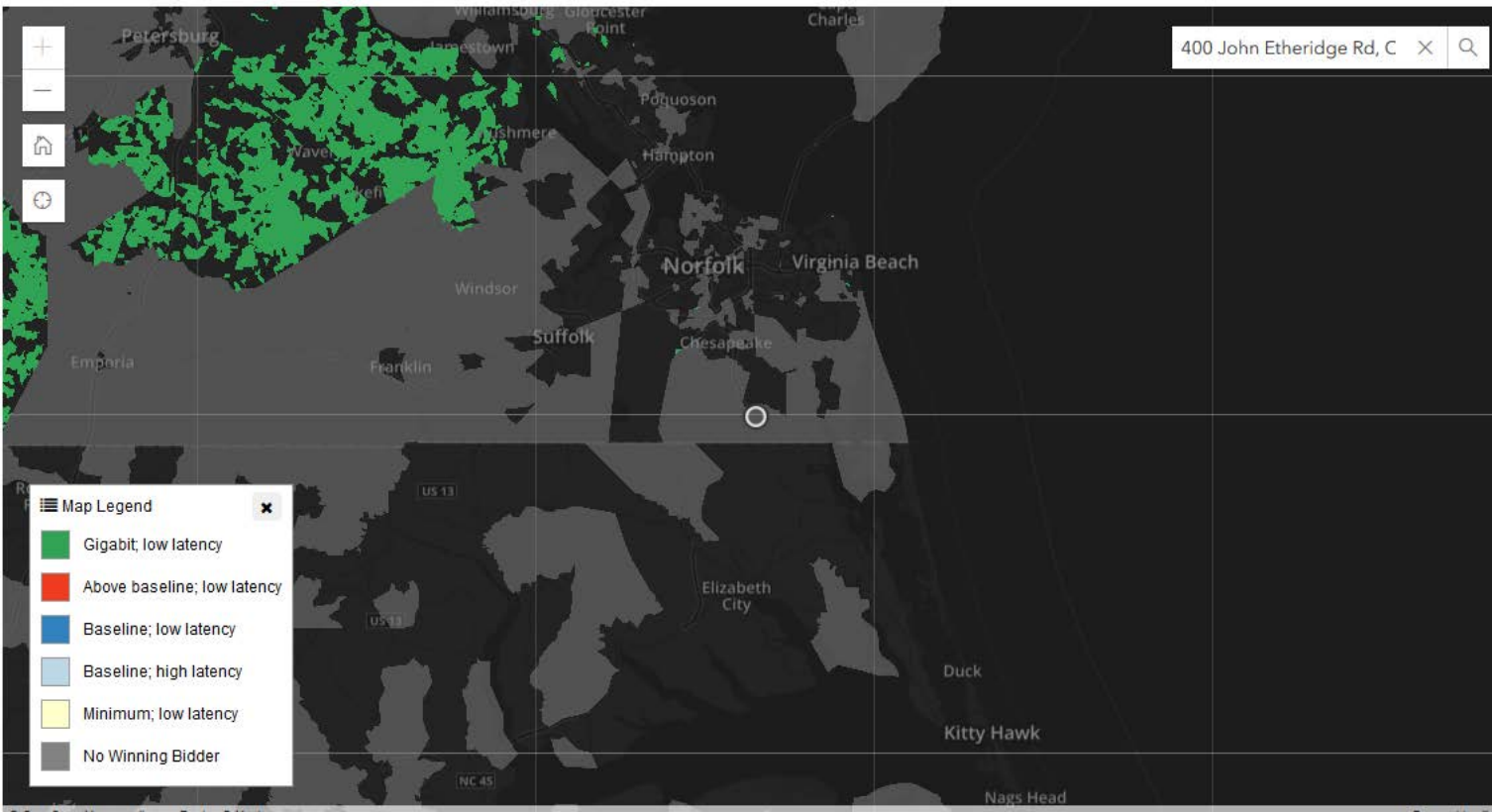
Data as of 8/28/18



# Connect America Fund Phase II: Auction 903 Results

Data as of 8/28/18

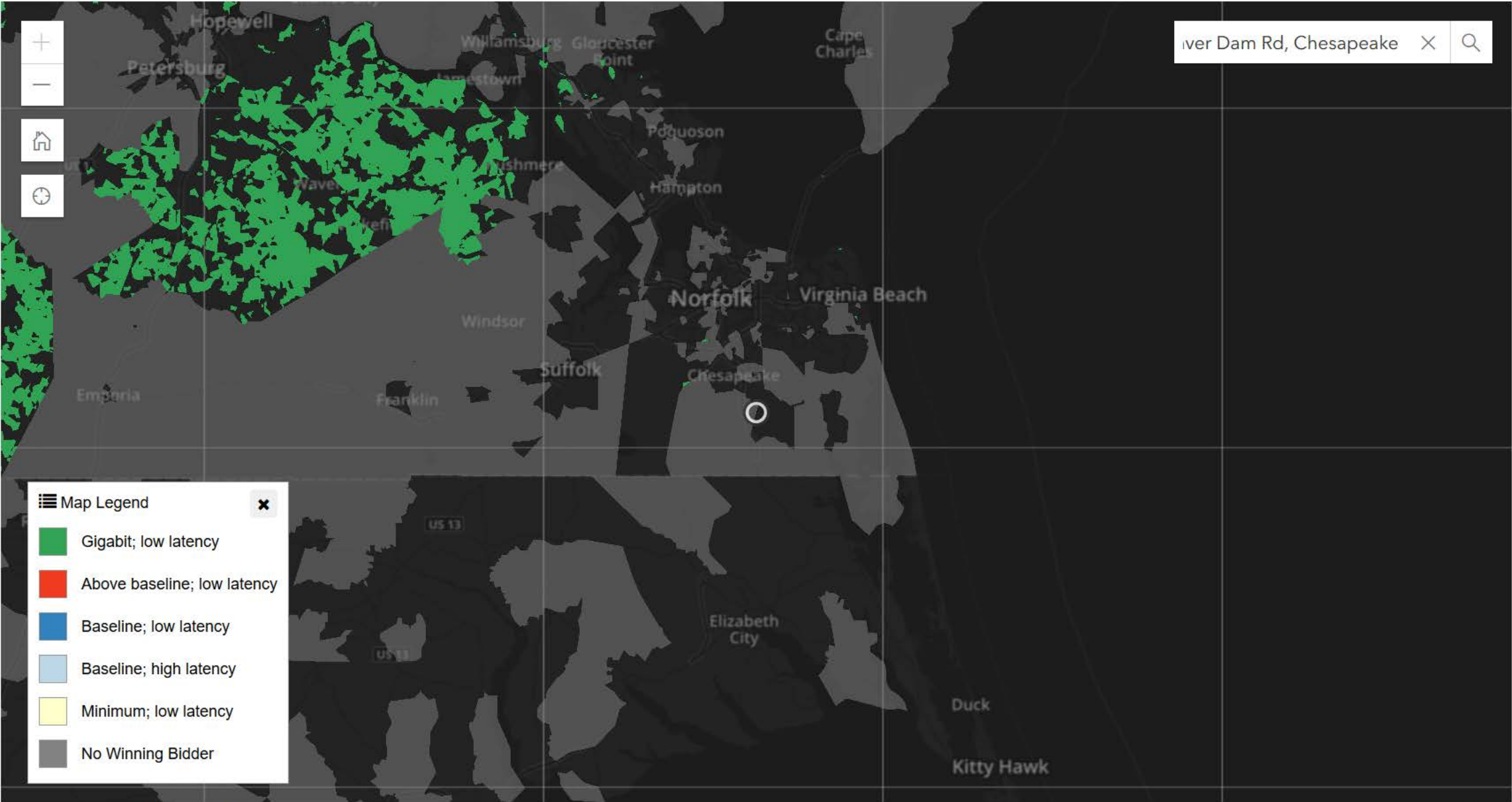
As you can see from this Connect America Fund Results Map, the John Etheridge project had no CAF funding.





# Connect America Fund Phase II: Auction 903 Results

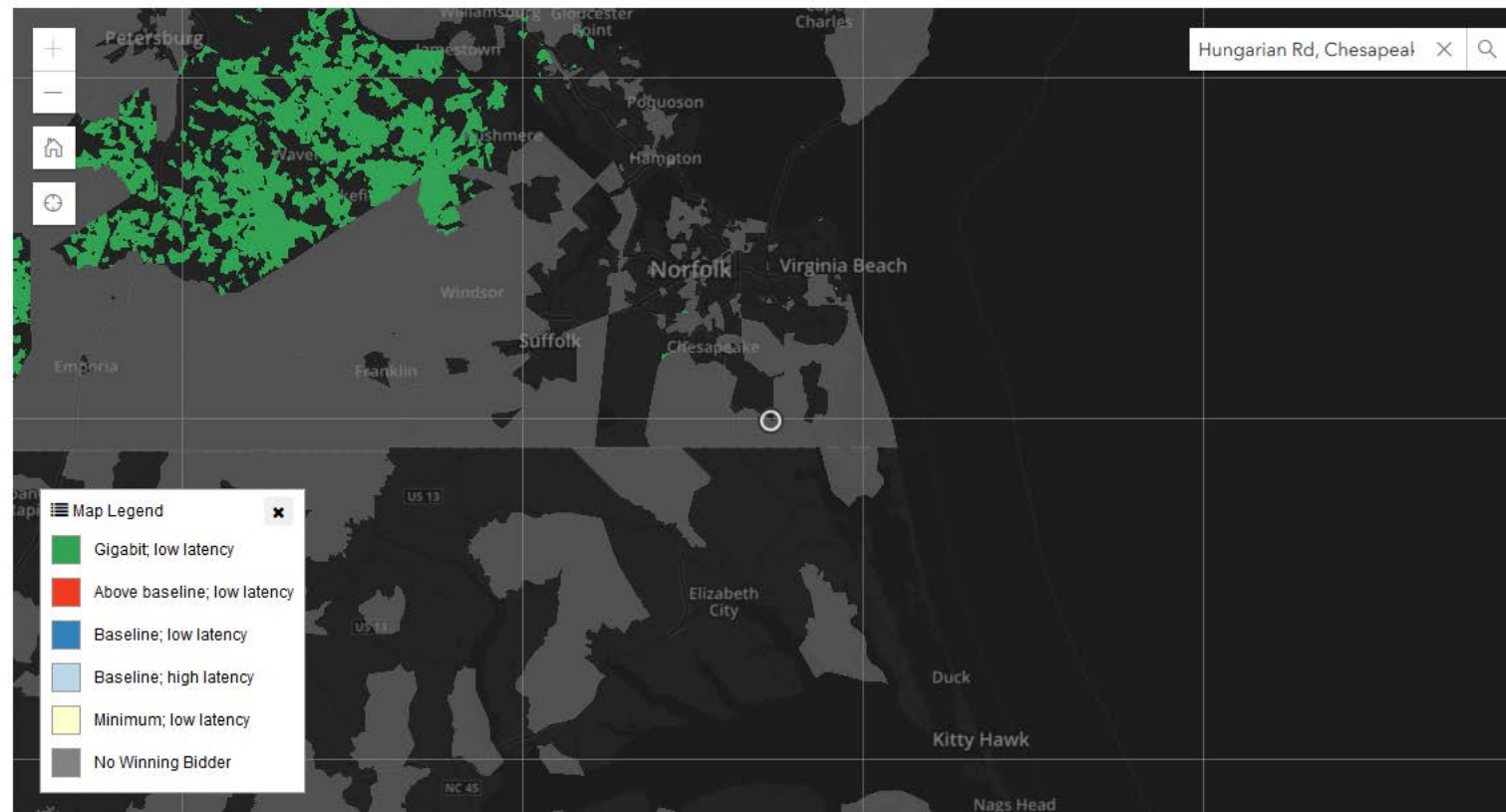
Data as of 8/28/18



# Connect America Fund Phase II: Auction 903 Results

Data as of 8/28/18

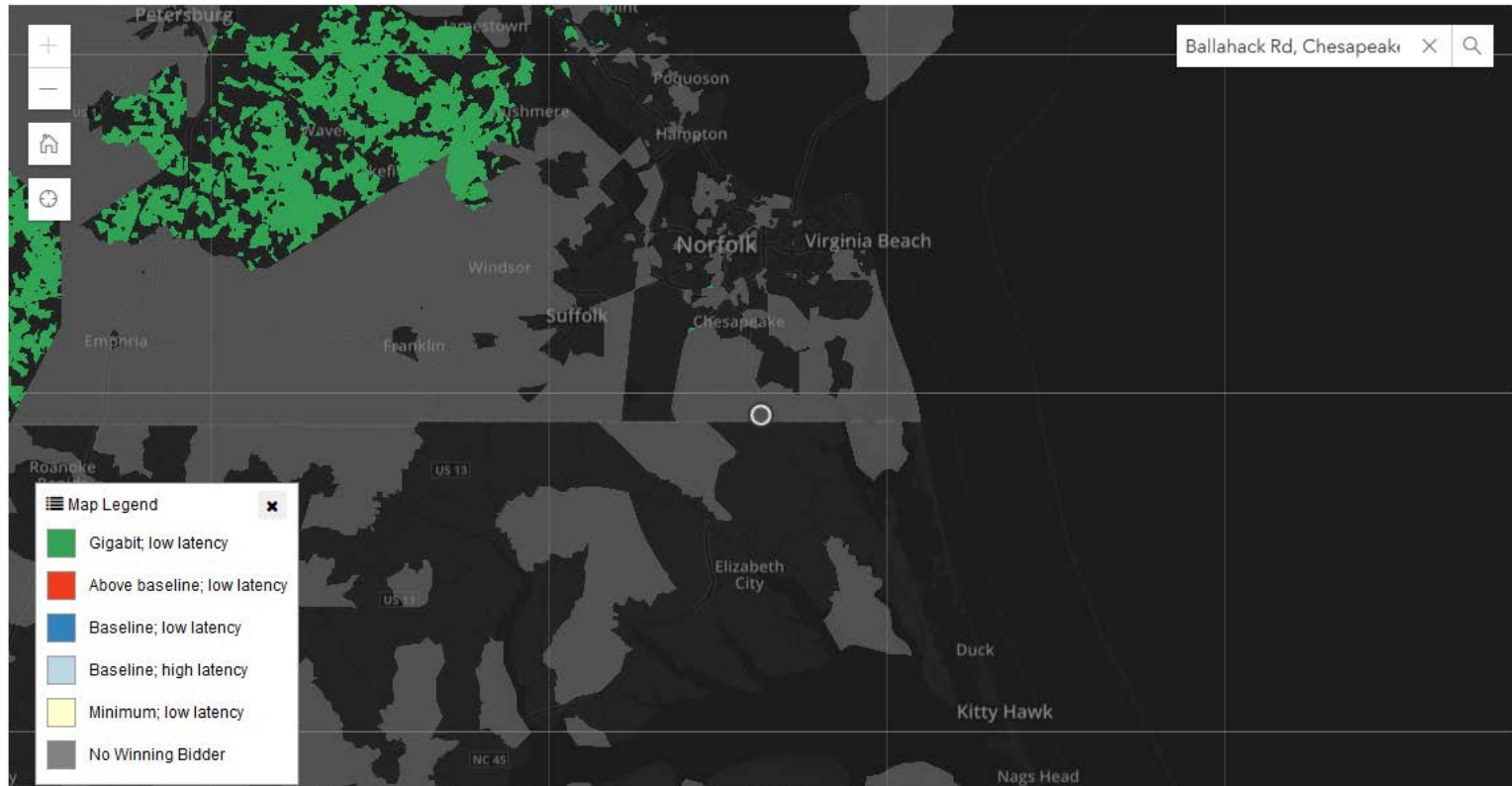
As you can see from this Connect America Fund Results Map, the Sanderson and Hungarian project had no CAF funding.



# Connect America Fund Phase II: Auction 903 Results

Data as of 8/28/18

As you can see from this Connect America Fund Results Map, the Ballahack project had no CAF funding.



DHCD has defined unserved as below:

“DHCD will award funding to applicants to provide last-mile services, including middle-mile networks, equipment, or other investments required to deliver last-mile service, to unserved areas of the Commonwealth. Unserved areas are defined as having broadband speeds of 10 Megabits per second (Mbps) download and 1 Mbps upload or less. In addition, a proposed project area is considered eligible if 10 percent or less of serviceable units have access to service with no additional special construction costs from any provider as of the date of the application. Applicants are discouraged from overbuilding existing service areas in proposed project areas, as this will lower applicants’ evaluation scores.”

We have numerous citizens across the City that have complained to the City, service providers, and commonwealth officials. We have the Small Farm Coalition of Chesapeake that has several dozen that had hoped in 2017 that a partnership between WildFire 5G and Microsoft would finally get Internet in southern Chesapeake but unfortunately as many others in the past not even Microsoft could get Internet to southern Chesapeake. I have attached several letters of complaints and requests from citizens over the past few years related to their need for connectivity. These range from simple Internet so their kids can do schoolwork, or they can run their own home business. These citizens utilize satellite or drive several miles to go to a Starbucks so they can conduct business, or their child can complete a homework assignment. You will see by these emails and letters that as a City we are limited on what we can do for our citizens in this farming region within Chesapeake.

A quick description of some of the stories include outrageous fees to get hooked up to service providers just so they can pay a monthly bill to that provider. That same citizen has failing copper lines that Verizon will not support and lost a vehicle in a fire in one instance due to misrouted 911 call; next time it could be worse. We have letters of citizens who say service is just around the corner, but Cox nor Verizon will extend service to them. This is the definition of unserved.

Emails Related to citizen complaints in southern Chesapeake.

**From:** Brian Claffey

**Sent:** Thursday, September 06, 2018 3:34 PM

**To:** Susan R. Vitale <[svitale@cityofchesapeake.net](mailto:svitale@cityofchesapeake.net)>

**Subject:** Communication Service in Southern Chesapeake (553 John Etheridge Rd)

Greetings,

My name is Brian and I work in the Customer Contact Center for the City. We received a Facebook message from Andrea Mercer (757-773-1957). I reached out to her on the phone and her complaints are as follows:

- Verizon used to provide landline service to her address, but they have told her they no longer support these lines. As a result she cannot consistently receive Chesapeake Alerts. Cell service is poor in Southern Chesapeake. Her phone did break up several times while talking to her.
- Cox lines run close to her home, but not close enough to provide internet or phone service. They are approximately 6/10 of a mile away. Ms. Mercer said that Cox told her if she paid \$43,000 they would extend the lines to her. She agreed, but then Cox backed down.
- She does use Hughes for internet, but evidently that service is no good during a storm. Again, that leaves her in an information void during a weather event.
- She feels that since the City granted contracts to these companies, the companies should provide service to all of Chesapeake.

Ms. Mercer has spoken to several Council Members (including Roland Davis) in the past and she has not received any resolution to her problems. I am reaching out to you because I see you are now the Regional Liaison for the Hampton Roads Regional Broadband Initiative. Is there anything you can do for this citizen?

Sincerely,

**Brian J Claffey**

**Customer Contact Center**

**757- 382- 2489**

---

**From:** Chuck Williams  
**Sent:** Tuesday, October 23, 2018 6:03 PM  
**To:** 'Kurtzner, Colleen' <Colleen.Kurtzner@VerizonWireless.com>  
**Cc:** Richard Hartwick <rhartwick@cityofchesapeake.net>  
**Subject:** Citizen complaint about phone service for 911

Good Afternoon Colleen,

I think I may need your expertise and some of your colleagues. Mrs. Mercer of 553 John Etheridge Rd has complained to the City about not being able to make 911 calls from her residence. Apparently, she has had Verizon wired and wireless service and most recently lost a vehicle due to fire because her wireless 911 was directed to NC then Virginia Beach where finally it ended up in Chesapeake. She also mentioned not being able to get wired service anymore. Who could confirm this for us from Verizon or is there a solution we could offer her instead?

Thanks,

Chuck Williams MBA, PMP, CISSP, GSLC, CRISC

Assistant Director of IT

**City of Chesapeake**

Department of Information Technology

300 Shea Drive

Chesapeake, VA 23322

Phone: 757-382-8796

Fax: 757-382-8255

---

**From:** Carsheena Montgomery  
**Sent:** Tuesday, November 27, 2018 3:40 PM  
**To:** Scott D. Fairholm  
**Cc:** Allison Harper  
**Subject:** City Manager- Citizen Broadband Issue

Hi Scott,

Mr. Lamar Elliott lives in the Sunrise Hill subdivision and called the City Manager's Office because he claims that the entire subdivision has poor Wi-Fi/broadband connection. Specifically, they don't have Fios. I told him that it sounded like a vendor (Verizon/Cox) issue; however, I would refer his complaint to our IT department. He stated that he spoke with the vendors and claims that they told him it was a city issue. Will you please have someone contact him at 757-582-6526 or via email at [lamarll@aol.com](mailto:lamarll@aol.com) to discuss.

Thanks,

Carsheena

---

**From:** Nicole Liddle [<mailto:liddle7476@yahoo.com>]  
**Sent:** Thursday, September 21, 2017 6:15 PM  
**Subject:** Chesapeake Small Farmers Coalition - Info \*\* Sept 2017

Coalition Friends,

Thank you to everyone who was able to come out last Friday and enjoy our meeting! It was great to see farmers, concerned citizens and neighbors all together!

A big thank you to Microsoft Wildfire for the presentation of the upcoming internet service that will be offered to rural Chesapeake and Virginia Beach. I have attached notes that I took during the presentation, also check out the links that I have included that talk about Microsoft Wildfire coming to rural area, including their Facebook page.

We will be posting the Wildfire 5G coverage map to our Facebook page so make sure that you check it out.

We will also post updates as we receive them from Wildfire.

We will be meeting soon with the City Manager - James Baker - we will give you any new information that he provides to us.

We are working on a Newsletter to help with communication, should be out in the next few weeks!

We are here to share factual information, so when we have it we will get it out so everyone has it.

I have attached the phone numbers and email for the city council members so that you can continue to ask for the following:

- 1) The proposed amendments to articles 3, 6, 10, and 14 that deal with livestock and A1 land rights!
- 2) The dates for the Open Houses to discuss these matters.
- 3) The dates for the public hearings and city council meetings for when they will be voting on the proposed amendments.
- 4) Demand that anyone from the city planning, zoning, city council attend our meetings to answer questions.

Please let your Friends, family, and neighbors know that about Our Next Meeting

When: 12 October 2017 (Thursday)

Place: Townebank - 137 Mt. Pleasant Rd, Chesapeake, VA 23322

Time: 7:00 PM

Thank you for your continued support.

~ Chesapeake Small Farmers Coalition

---

**From:** Richard Hartwick <rhartwick@CityOfChesapeake.Net>  
**Sent:** Thursday, July 18, 2019 1:51 PM  
**To:** Barrett.Stork@cox.com  
**Cc:** Chuck Williams <cmwilliams@cityofchesapeake.net>  
**Subject:** 1008 St. Brides Rd west

Barrett,

I just received a call from a Mr. Ken Brannon about service to his house. He has cable running from his house to the street in front of his residence. Both neighbors on each side have cox cable. What does he need to do to hook up to Cox's trunk line in the right of way? Call me to discuss. 382-6015 direct line.

Sincerely,

Richard C. Hartwick  
Assistant City Attorney  
City Attorney's Office  
306 Cedar Road, 6<sup>th</sup> Floor  
Chesapeake, VA 23322  
Voice: (757)382-6586  
Fax: (757)382-8749

NOTICE: This message and its attachments are confidential and may be protected by the attorney/client privilege and attorney work product privilege. This message and its attachments are subject to exceptions under the Virginia Freedom of Information Act, Va. Code Sections 2.2-3705.1 (2) and (3). If you have received this message in error, please notify the sender immediately by e-mail and delete and destroy this message and its attachments.

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**From:** Chuck Williams  
**Sent:** Friday, March 29, 2019 11:45 AM  
**To:** 'Kurtzner, Colleen Y' <colleen.kurtzner@verizonwireless.com>



**Cc:** Frank Allgood <fallgood@cityofchesapeake.net>; Elizabeth W Mayo <elizabeth.mayo@verizonwireless.com>

**Subject:** Follow up from our earlier meeting this week and our trouble areas

Good Morning Colleen,

Her is a list of problem areas and roads that we have within the City. I know Elizabeth wants them in order but we get multiple complaints from all these areas related to several topics ranging from wireless coverage, wired service, or Internet fiber/cable connectivity. I know Verizon doesn't necessarily offer all those services in these areas, but this will show you the wide range of areas were we receive these complaints from.

- John Etheridege Rd
- Ballahack Rd
- Beaver Dam Rd
- Head of River Rd
- Land of Promise Rd
- Number Ten Lane
- Sanderson Rd
- Cornland Rd
- Area of City around Western Branch Fire Station 12

Thanks,

Chuck Williams MBA, PMP, CISSP, GSLC, CRISC

Assistant Director of IT

**City of Chesapeake**

Department of Information Technology

300 Shea Drive

Chesapeake, VA 23322

Phone: 757-382-8796

Fax: 757-382-8255

February 15, 2019

Ms. Andrea L. Mercer  
553 John Etheridge Road  
Chesapeake, Virginia 23322

Re: **Cable and Telecommunications Inquiry**

Dear Ms. Mercer,

I am sorry to learn of the particular issues that you have been experiencing relative to telecommunications in your neighborhood. This letter serves to address your concerns, as well as to clarify the City's efforts, within the law, to ensure the build-out and provision of quality cable and telecommunications services.

You have raised questions regarding the reliability of the existing telecommunications system in your area and the lack of cable television and internet access in your community. These are all important issues. The City Attorney's Office is working diligently along with the Department of Information Technology to find other alternatives to ensure that all citizens eventually have access to broadband and other telecommunications and cable services.

In accordance with Virginia law, the City has a cable television franchise agreement with Cox Communications Hampton Roads, L.L.C. ("Cox") and Verizon South ("Verizon"). It also has a number of telecommunications franchise agreements for the provision of telecommunications services in Chesapeake. Although the City has had discussions with its incumbent telecommunications and cable services companies in the past regarding their respective plans to build out their telecommunications/cable systems in our City, Virginia law does not authorize the City to require that they extend their system to any particular area. For example, in accordance with Section 15.2-2108.22(12)(g) of the Code of Virginia, 1950 (as amended), a local government **lacks authority to require** a cable operator to make cable services available "*in areas where it is not technically feasible to provide cable service...*"(emphasis added).

A locality is also prohibited from imposing facility construction or rights-of-way management requirements on a cable operator under Section 15.2-2108.24 of the Code of Virginia, 1950 (as amended). Unfortunately, as the law currently stands, the City cannot require Cox or Verizon, or any telecommunications company, to extend its communications system to make particular services available in any given community. Additionally, the density requirements set forth in the City's Franchises with Cox and Verizon are set at 25 homes per mile. The Department of Information and Technology corresponded with Mr. Barrett Stork, the Director of Government and Regulatory Affairs for Cox Communications, LLC, on several occasions to discuss your concerns. Unfortunately, Cox declined to extend service to your home based on the density

requirements contained in its franchise agreement. The City's independent review of Cox's response has confirmed that your home falls outside of the contractually required density provisions. Enclosed please find for your review a GIS map of your neighborhood that was generated by the City's Department of Information Technology during the City's investigation of your complaint. Unfortunately, your home is more roughly a half mile from the closest tie-in point at the corner of Indian Creek Road and John Etheridge Road, and there are only 11 homes within the first mile and 15 homes within the second mile. Thus, Cox is not contractually required to provide services to your home at this time.

For the past several years, we have forward complaints on behalf of citizens to the Cox construction team to examine whether Cox might be able and willing to extend their cable system to reach your neighborhood. We did so in your case as well. Cox indicated, that if you did not want to wait until the required additional homes are built, you could pay their cost to install the line which would be approximately \$14,927.92 and would take about 14 weeks to be constructed and installed. If you have additional concerns that you would like to discuss directly with Cox, please feel free to contact Mr. Stork. He can be reached directly at (757) 369-4632 or at [barrett.stork@cox.com](mailto:barrett.stork@cox.com). He is familiar with your situation and your concerns.

The City has not been granted the authority by state or federal law to require providers to make changes, manage or determine the availability of 911 emergency services. In October 1999, the Wireless Communications and Public Safety Act of 1999 (911 Act) took effect with the purpose of improving public safety by encouraging and facilitating the prompt deployment of a nationwide, seamless communications infrastructure for emergency services. The Federal Communications Commission (FCC) is the federal agency responsible for 911 services.

However, please note that the City, in reference to your concerns about the availability of 911, contacted Verizon on your behalf. Verizon responded to the City that they have tested the cell site that covers this customer's location and made 911 calls. Verizon said they confirmed that all calls were routed correctly. However, Verizon stated that they could not troubleshoot a call from January 9, 2017, as the data necessary does not exist anymore. Verizon also stated could not perform other troubleshooting unless they were allowed to go inside the residence and make more 911 calls. Please note, Verizon indicated that your location is currently able to get landline voice service from Verizon if you desire. Should you have further questions for Verizon, you may reach out to Dykstra, Timothy R, at the following email address: [timothy.dykstra@verizonwireless.com](mailto:timothy.dykstra@verizonwireless.com)

Additionally, if you continue to be unable to access emergency services while using your service, you have multiple options for filing a complaint with the FCC.

1. File a complaint online at <https://consumercomplaints.fcc.gov>
2. By phone: 1-888-CALL-FCC (1-888-225-5322); TTY: 1-888-TELL-FCC (1-888-835-5322) ; ASL: 1-844-432-2275
3. By mail (please include your name, address, contact information and as much detail about your complaint as possible): Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street, S.W. Washington, DC 20554

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

Sincerely,



A handwritten signature in black ink, appearing to be 'Richard C. Hartwick', written over a horizontal line.

Richard C. Hartwick,  
Assistant City Attorney

cc:

Laura A. Fitzpatrick, Deputy City Manager  
Scott D. Fairholm, Chief Information Officer  
Chuck Williams, Assistant Director of Information Technology

# John Etheridge Rd

-  Cox tie-in
-  John Etheridge Rd - 1mile
-  Buffer-1mi from tie-in
-  553 John Etheridge Rd
-  Parcels




Map created Feb. 14, 2019  
By JF GSB



## MEMORANDUM

**TO:** The Honorable Mayor and Members of City Council

**VIA:** Laura A. Fitzpatrick, Deputy City Manager

**FROM:** Scott D. Fairholm, Chief Information Officer 

**DATE:** June 11, 2019

**RE:** Problems with Cox Communications in West Road, Benefit Road and Cornland Road Area

---

Lynn Kennedy, sent the members of City Council an email on May 23, 2019 expressing concern with Cox Communications Internet service on Cornland Road and the area around the airport. Mayor West responded to Ms. Kennedy on May 28<sup>th</sup> and asked staff to follow up with her.

On June 3, 2019 I spoke with Ms. Kennedy over the phone. We discussed her concerns and experience with Cox Communications. I explained to Ms. Kennedy the City's franchise agreement with Cox and the parameters under which residents could seek coverage and offered assistance in discussing specific service concerns with Cox. We discussed the other Internet coverage options available to her and her neighbors and the City's ongoing dialogue with Cox, Verizon, and others. I also shared with her the City's plans to encourage competition and the entry of other service providers into Chesapeake by developing an open-access middle-mile fiber network.

Ms. Kennedy, expressed appreciation for the phone call and our attention to this issue. No additional action was requested at this time.

SF

cc: Ms. Lynn Kennedy  
James E. Baker, City Manager

April 27, 2018

Mr. John C.  
3954 Cornland Rd  
Chesapeake, Virginia 23322

Re: **Cable and Telecommunications Inquiry April 24, 2018 contact with Brian Claffey**

Dear Mr. John C,

I have been forwarded your email concerns related to the provision of Verizon cable and telecommunications services. I am sorry to learn of the particular issues that you have been experiencing in your neighborhood. This letter serves to address your concerns, as well as to clarify the City's efforts, within the law, to ensure the build-out and provision of quality cable and telecommunications services.

You have raised questions regarding the lack of cable television and internet access in your community. These are all important issues. The City Attorney's Office is working diligently along with the Department of Information Technology to find other alternatives to ensure that all citizens eventually have access to broadband and other telecommunications and cable services.

In accordance with Virginia law, the City has a cable television franchise agreement with Cox Communications Hampton Roads, L.L.C. ("Cox") and Verizon South ("Verizon"). It also has a number of telecommunications franchise agreements for the provision of telecommunications services in Chesapeake. Although the City has had discussions with its incumbent telecommunications and cable services companies in the past regarding their respective plans to build out their telecommunications/cable systems in our City, Virginia law does not authorize the City to require that they extend their system to any particular area. For example, in accordance with Section 15.2-2108.22(12)(g) of the Code of Virginia, 1950 (as amended), a local government **lacks authority to require** a cable operator to make cable services available "*in areas where it is not technically feasible to provide cable service...*"(emphasis added).

A locality is also prohibited from imposing facility construction or rights-of-way management requirements on a cable operator under Section 15.2-2108.24 of the Code of Virginia, 1950 (as amended). Unfortunately, as the law currently stands, the City cannot require Cox or Verizon, or any telecommunications company, to extend its communications system to make particular services available in any given community. Additionally, the density requirements set forth in the City's Franchises with Cox and Verizon are set at 25 homes per linear mile, (that a dwelling unit must be encompassed by the linear mile for it to be "within one (1) linear mile" of the tie in point). Additionally, pursuant to the franchise ordinance, the line must be a FTTP

Network Trunk or Feeder line to provide service. In order to determine if the density requirements have been met it would be necessary to know what type of line it is and whether it is a FTTP Network Trunk or Feeder line. Next, if it is the appropriate type of line, it must be determined where the nearest tie in point is located and finally, determine if the actual location of all residences are within one (1) linear mile” of the tie in point.

If you would like I can forward your concerns to the Verizon construction team to examine whether Verizon might be able to and/or would be willing to extend their cable system to reach your neighborhood. However, if you would like to contact Verizon directly, please feel free to contact Louise Anderson, NAME. She can be reached directly at (703) 351-0605 or at [louise.anderson@verizon.com](mailto:louise.anderson@verizon.com)

Please let me know if you have any additional questions or concerns.

Sincerely,



Richard C. Hartwick,  
Assistant City Attorney



None of these projects are wireless projects.











**City of Chesapeake**

Office of the City Attorney  
306 Cedar Road  
Chesapeake, Virginia 23322  
(757) 382-6586  
FAX (757) 382-8749

July 5, 2011

Ms. Dolores A. Moore  
City Clerk  
306 Cedar Road  
Chesapeake, VA 23322

Re: Cable Franchise Agreement between the City of  
Chesapeake and Cox Communications Hampton Roads, L.L.C.

Dear Ms. Moore:

Enclosed for your further keeping please find the executed **original** Cable Franchise Agreement by and between the City of Chesapeake and Cox Communications Hampton Roads, L.L.C. This Agreement is pursuant to a Resolution adopted by the Chesapeake City Council on June 14, 2011.

Sincerely,

Wilfredo Bonilla, Jr.  
Assistant City Attorney

WBJR:hvm  
Enclosure

**Franchise Agreement**  
**by and between**  
**City of Chesapeake, Virginia**  
**and**  
**Cox Communications Hampton Roads, L.L.C.**

**Final Version**

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THIS FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the City of Chesapeake, Virginia, a duly organized City under the applicable laws of the Commonwealth of Virginia (the Local Franchising Authority or "LFA") and Cox Communications Hampton Roads, L.L.C., a limited liability company duly organized under the applicable laws of the State of Delaware (the "Franchisee").

**WHEREAS**, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

**WHEREAS**, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to the Code of Virginia, Va. Code Ann. § 15.2-2108;

**WHEREAS**, the LFA intends to exercise the full scope of its municipal powers to the extent not prohibited by Commonwealth of Virginia law, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of the City of Chesapeake, Virginia;

**WHEREAS**, the Cable System will occupy the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Cable System to provide Cable Services (as hereinafter defined) in the Franchise Area;

**WHEREAS**, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System is adequate, in a full public proceeding affording due process to all parties;

**WHEREAS**, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

**WHEREAS**, the LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

**WHEREAS**, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

**NOW, THEREFORE**, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Service Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

**THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. References in this section to any federal or state law shall include amendments thereto as may be enacted from time-to-time. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which Franchisee shall make a available to the LFA without charge for the transmission of non-commercial, Educational, or Governmental access programming as directed by the LFA.

1.2. *Affiliate*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service or Basic Service Tier*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning the Cable Service tier that includes (i) the retransmission of local television broadcast Channels and (ii) EG Channels required to be carried in the basic tier.

1.4. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning 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).

1.5. *Cable System or System*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning Franchisee's 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 Service Area, except that such term shall not include (i) a system that serves fewer than twenty (20) Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any Public Rights-of-Way; (iv) 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 U.S.C. § 201 *et seq.*, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric system; (vi) any portion of a system that serves fewer than fifty (50) Subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

1.6. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), meaning a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel, as defined by the Federal Communications Commission by regulation.

1.7. *Communications Act*: The Communications Act of 1934, as amended.

1.8. *Educational Access Channel*: An Access Channel, which Franchisee shall make available to the LFA without charge for the non-commercial transmission of Video Programming as directed by the LFA.

1.9. *EG*: Means Educational and Governmental.

1.10. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.11. *Force Majeure*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning an event or events reasonably beyond the ability of Franchisee to anticipate and control. "Force majeure" includes, but is 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 Franchisee's facilities are attached or to be attached or conduits in which Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.12. *Franchise Area*: The incorporated area of the LFA and such additional areas as may be included in the corporate limits of the LFA during the term of this Franchise.

1.13. *Franchisee*: Cox Communications Hampton Roads, L.L.C., and its lawful and permitted successors, assigns and transferees.

1.14. *Government Access Channel*: An Access Channel available for non-commercial use by the LFA.

1.15. *Gross Revenue*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, §15.2-2108.19, meaning all revenue, as determined in accordance with generally accepted accounting principles, that is actually received by the Franchisee and derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

1.16. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), meaning the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

1.17. *Local Franchise Authority (LFA), or City*: The City of Chesapeake, Virginia or the lawful successor, transferee, or assignee thereof.

1.18. *Non-Cable Services*: Any service that does not constitute the provision of Cable Services.

1.19. *Normal Business Hours*: Shall be defined herein as it is defined under 47 C.F.R. § 76.309(c)(4)(i), meaning those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.20. *Normal Operating Conditions*: Shall be defined herein as it is defined under 47 C.F.R. § 76.309(c)(4)(ii), meaning those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

1.21. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or limited liability entity.

1.22. *Public Rights-of-Way*: The surface of, and the area across, in, over, along, upon and below the surface of the public streets, roads, avenues, parks, highways and all other public places and easements, bridges, sidewalks, lanes, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.23. *Service Area*: All portions of the Franchise Area where Cable Service is being offered on the effective date of this Agreement.

1.24. *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.25. *Standard Installation*: Installations where the prospective subscriber, excluding the LFA, is within two hundred fifty (250) feet of trunk or feeder lines.

1.26. *Subscriber*: A Person or governmental entity who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.27. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), meaning the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.28. *Transfer of the Franchise*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, §15.2-2108.19, meaning 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 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 granted under this article or the rights held by the Franchisee under the 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 Franchise or the Cable System used to provide Cable Services in order to secure indebtedness.

1.29. *Video Programming*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, §15.2-2108.19, meaning programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement, and applicable provisions of Section 15.2 of the Code of Virginia and the Communications Act, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. This Agreement grants no additional authority for Franchisee to utilize the LFA's Public Rights-of-Way for any other purpose

unless otherwise expressly provided herein or provided by law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Term:* This Franchise shall become effective on the date of adoption by the LFA (the "Effective Date") and shall expire at midnight on December 10, 2022, unless earlier revoked as provided herein, extended, or renewed.

2.3. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and LFA 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 themselves, at any time during the Term of this Franchise, including any extension periods. Any such rights which are granted shall not expressly alter the authority as granted under this Franchise. Consistent with Section 15.2-2108.21 of the Code of Virginia, Franchisee shall have the right to opt into the terms of an ordinance cable franchise pursuant to Section 15.2-2108.26 of the Code of Virginia.

2.4. *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.5. *No Waiver:*

2.5.1. The failure of LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable State (Virginia) or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the LFA.

2.5.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse LFA from performance, unless such right or performance has been specifically waived in writing by the Franchisee.

2.6. *Construction of Agreement:* The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7. *Police Powers:* Except as otherwise provided in this Section 2.7, Franchisee's rights under this Franchise shall be subject to the lawful police powers of the LFA to adopt and enforce ordinances of general applicability necessary to protect and preserve the health, safety and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances lawfully enacted by LFA pursuant to such police powers. The LFA agrees that ordinances which it adopts that impact this Agreement must be enacted upon reasonable conditions and of a character appropriate to the public

purpose justifying enactment. Nothing herein prohibits the Franchisee from challenging any future ordinances enacted by the LFA as may be permitted under applicable law.

### 3. PROVISION OF CABLE SERVICE

#### 3.1. *Service Area:*

3.1.1. Franchisee shall make Cable Service available to all of the occupied residential dwelling units in the Service Area. Franchisee may make Cable Service available to businesses in the Service Area. Notwithstanding the foregoing, Franchisee shall not be required to make Cable Service available: (a) by reason of Force Majeure; (b) for periods of delay caused by the LFA; (c) for periods of delay resulting from the Franchisee's inability to obtain authority to access Public 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 Cable 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 Cable Service due to the technology used by the Franchisee to provide Cable Service; (h) in areas where the average occupied residential household density is less than twenty-five (25) occupied residential dwelling units per mile within one (1) linear mile from Franchisee's energized distributed network and, (i) when the Franchisee's prior service, payment, or theft of Service history with a Subscriber or potential Subscriber has been unfavorable. Should, through new construction, an area within the Franchisee's Service Area meet the density requirement as set forth in this subsection, Franchisee shall, subject to exclusions (a) though (i) set forth in this subsection and Section 3.2, provide Cable Service to such area within six (6) months of receiving notice from the LFA that the density requirements have been met.

3.1.2. Franchisee shall have the right but not the obligation to extend its Cable System and/or to provide Cable Services to any other areas within the Franchise Area during the term of this Franchise or any renewals thereof, not meeting the density requirements described in Section 3.1.1.

3.1.3. *Line Extensions to Residential Subscriber.* If a potential Subscriber resides in an area of the Service Area that does not meet the density requirements of Section 3.1.1(h) above (*i.e.*, the potential subscriber's residence is located where there are fewer than twenty-five (25) occupied residential dwelling units per mile within one (1) linear mile from Franchisee's energized distributed network), the Franchisee shall only be required to extend the Cable System if the potential Subscribers in that area are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction including cost of material, design, labor and easements. Franchisee shall provide an interested potential Subscriber with a written estimate showing the costs associated with such requested construction and shall provide a minimum of thirty (30) days for potential Subscribers to render a decision

regarding a contribution towards construction. A potential Subscriber may request a written cost estimate not more than once each calendar year. Multiple potential Subscribers who request service hereunder shall bear the construction costs on a pro rata basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by potential subscribers be paid in advance, pursuant to the written cost estimate provided in advance by Franchisee. Potential Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence. In the event that such capital contribution, including applicable installation and other related charges are paid in advance by the potential Subscribers and the Franchisee is unable, for economic or technical feasibility reasons, to extend the Cable System, Franchisee shall as soon as possible notify the potential Subscribers in writing of the same and fully reimburse the potential Subscribers within sixty (60) days from the date of such notice.

3.1.4. Franchisee agrees that, upon request and with no less than thirty (30) days' written notice, but no more than once per year, a representative of the Franchisee will meet with representatives of the LFA to confirm compliance with the requirements set forth in this Section 3.1. Nothing herein shall prevent the LFA from contacting at any time the single point of contact identified in Section 13.5 with respect to other matters regarding this Agreement.

3.2. *Similar Cable Service:* At all times during the term of this Agreement, Franchisee shall make available Cable Services and Subscriber equipment to the residents of the City that are substantially similar to the Cable Services and Subscriber equipment that Franchisee makes available to other local franchise authorities that are contiguous to the City, except for EG and local origination programming and Cable Services provided to private developments or buildings.

3.3. *Availability of Cable Service:* Franchisee shall make Cable Service available to all occupied residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a Standard Installation charge, all occupied residential dwelling units that are within two hundred fifty (250) feet of trunk or feeder lines not otherwise already served by Franchisee's Cable System. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed two hundred hundred-fifty (250) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.4. *Cable Service to Municipal Buildings:* Subject to Section 3.1 and so long as such requirement applies to all other cable operators in the Franchise Area, Franchisee shall provide, without charge to the LFA and within the Service Area, one (1) service outlet activated for the most commonly subscribed-to tier of Cable Service and one (1) set top box (except as provided in Section 5.2.2 herein), if necessary to receive the services provided (the outlet, service, and set top box are collectively referred to as



"Courtesy Service"), to each fire station, public school, police station, public library, and any other local government building as set forth in Exhibit A, and to no more than five (5) newly constructed or acquired local government buildings eligible for service pursuant to this Section 3.4 that may be designated by the LFA ("Additional Buildings") in any given calendar year, up to a maximum total number of Additional Buildings equivalent to one (1) per year over the Term of this Agreement (including any permitted extensions). If it is necessary to extend Franchisee's trunk or feeder lines more than two hundred-fifty (250) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred-fifty (250) feet, or of releasing Franchisee from the obligation to provide service to such building. The distance limitation of two hundred-fifty (250) feet shall not apply to the planned Emergency Operations Center to be located at or near 2100 South Military Highway in the City of Chesapeake. Furthermore, Franchisee shall be permitted to recover, from any school or other public building owner entitled to receive Courtesy Service the direct cost of installing, when requested to do so, more than one service outlet, or concealed inside wiring; provided, however, that the Franchisee shall not charge for a monthly fee for the service component of Courtesy Service to the additional service outlets once the outlets are installed. If Franchisee chooses not to perform the inside wiring and/or additional outlet installation in public buildings, the LFA or building owners may retain qualified third party contractors to perform such work so long as (i) the Franchisee is not responsible for the work performed by a third party contractor, and (ii) the installation and performance of the inside wiring and/or additional outlet installation meets all applicable FCC and state requirements. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights or obligations with respect to third parties. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The requirements of this Section 3.4 shall not apply in cases where it is not technically feasible for the Franchisee to comply.

#### 4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.1.1. The System shall utilize an initial analog and digital carrier passband between 50 and 860 MHz or greater.

4.1.2. The System shall be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service.

4.1.3. The System shall utilize an architecture that permits additional improvements necessary for high quality and reliable service throughout the term of this Agreement. Additionally, the System shall be designed to be an active two-way plant for Subscriber interaction, if any, required for selection or use of Cable Service.

4.1.4. The System shall have protection against outages due to power failures, with back-up power available for at least twenty-four (24) hours at each headend and, conforming to industry standards, in no event rated for less than four (4) hours, at each power supply site.

4.1.5. The System shall use facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

4.1.6. The Franchisee shall maintain facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Subsection 4.1.19 below.

4.1.7. The Franchisee shall maintain facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such, standards may be amended from time to time.

4.1.8. The System shall utilize facilities and equipment capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

4.1.9. The System shall be designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a subscriber.

4.1.10. The System shall be designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

4.1.11. The Franchisee shall maintain sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable the Franchisee to substantially comply with applicable law, including applicable customer service standards and including requirements for responding to system outages.

4.1.12. The Franchisee shall maintain facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

4.1.13. The System shall be capable of interconnecting with other cable systems in the Service Area as set forth in Section 4.2 below.

4.1.14. Facilities and equipment at the headend shall allow Franchisee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration. For example, the headend shall include equipment that will transmit color video signals received at the headend in color, stereo audio

signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, all closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning.

4.1.15. The System shall be capable of transmitting in high definition any Channels that are received in high definition format. Actual carriage of any such high definition Channels will be at the Franchisee's sole discretion.

4.1.16. The System shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System. Such equipment will at a minimum offer as an option that a Person or governmental entity ordering programming must provide a personal identification number or other means provided by Franchisee only to a Subscriber. Provided, however, that Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

4.1.17. The System shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System consistent with federal law.

4.1.18. The provision of additional Channels, increased Channel capacity, and/or upgrades of any kind to the Cable System is solely within the control and discretion of the Franchisee.

4.1.19. The System shall conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, which the LFA is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable provisions of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

4.1.19.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

4.1.19.2. National Electrical Code;

4.1.19.3. National Electrical Safety Code (NESC);

4.1.19.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;

4.1.19.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and

4.1.19.6. Requirements set forth in the Virginia Uniform Statewide Building Code.

4.2. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods. Upon written request, the LFA may require the Franchisee to interconnect with any other cable operator, with whom the Franchisee has no contractual agreement to provide interconnection, to ensure the carriage of the EG Access Channels required by Section 5.1. If the new cable operator and Franchisee cannot agree to an interconnection agreement within one hundred eighty (180) days of the LFA's written request to interconnect, then the LFA may, in the LFA's sole discretion, determine an interconnection point with the objective of designating an interconnection point that is mutually convenient, cost-effective, technically feasible, and maintains the security of the Cable System. Nothing in this Section 4.2 shall prevent the Franchisee from charging a new cable operator or other third party for the reasonable cost of interconnection.

4.3. *Emergency Alert System:*

4.3.1. Franchisee shall comply with the Emergency Alert System ("EAS") Federal Emergency Alert System regulations, 47 C.F.R. Sec. 76 Part 1.

4.3.2. In the event of a state or local civil emergency, the EAS shall be remotely activated as set forth in the Virginia EAS plan.

4.4. *System Tests, Inspections and Performance Monitoring:*

4.4.1. The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of this Agreement and to ensure that the Cable System components are operating as required.

4.4.2. The Franchisee shall conduct tests as follows:

4.4.2.1. Proof of performance tests on the Cable System as required by FCC rules, except as federal law otherwise limits the Franchisee's obligation. The Cable System monitor test points shall be established in accordance with good engineering practices and consistent with FCC guidelines; and

4.4.2.2. When Subscriber complaints indicate tests are warranted, the Franchisee shall conduct tests upon the LFA's request. If any such test indicates that any part or component of the Cable System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from the LFA, shall take corrective action, retest the locations and advise the LFA in writing of the action taken and results achieved.

4.4.3. The Franchisee shall provide reasonable notice to the LFA of all tests performed pursuant to Subsection 4.4.2 of this Agreement. Subject to

Section 8.3, the LFA shall have the right to witness and/or review such tests. The LFA shall further have the right to have independent consultants employed by the LFA witness and/or review such tests, contingent upon and subsequent to the execution by such consultants of any relevant non-disclosure agreements ("NDA") that may be required by the Franchisee. NDAs shall be in a form substantially similar to that attached as Exhibit E hereto, and shall only be applicable with respect to consultants employed by LFA to witness and/or review testing pursuant to this Subsection 4.4.3; provided, however, that the execution of such NDA shall not be construed to relieve the LFA of any obligations set forth in Section 8.3.

4.4.4. The Franchisee shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the LFA upon the LFA's request.

## 5. EG SERVICES

### 5.1. *EG Channel Capacity:*

5.1.1. In order to ensure universal availability of educational and government programming, Franchisee shall provide to all Subscribers three (3) dedicated EG Access Channels ("EG Channels") which shall be included as part of the Basic Service Tier. If any EG Access Channel provided under this Article 5 is not being utilized by the LFA, Franchisee may utilize such EG Channel, in its sole discretion, until such time as LFA elects to utilize such EG Channel for its intended purpose.

### 5.1.2. Additional EG Channels:

5.1.2.1. If the LFA substantially utilizes all three (3) of the EG Channels provided pursuant to Subsection 5.1.1, it may require two (2) additional EG Channels, so long as such requirement applies equally to all franchised cable operators within the LFA. Any additional EG Channel provided pursuant to this Subsection 5.1.2.1 that is not utilized by the locality for at least eight (8) hours per day shall no longer be made available to the LFA and may be programmed at the Franchisee's discretion. At such time as the LFA can certify to the Franchisee a schedule for at least eight (8) hours of daily programming for a period of three months, the Franchisee shall restore the previously re-allocated EG Channel. For purposes of this Subsection 5.1.2.1, an EG Channel shall be considered to be substantially utilized when twelve (12) hours are programmed on that EG Channel each calendar day; in addition, at least thirty-three percent (33%) of the twelve (12) hours of programming for each business day on average over each calendar quarter must be nonrepeat programming. For purposes of this Subsection 5.1.2.1, nonrepeat programming shall include the first three videocastings of a program and shall include programming on other EG Channels in the LFA. In addition, special event coverage such as the State of the City telecast, the Christmas Parade, and similar productions shall be considered nonrepeat programming for the first six (6) videocastings for each calendar month. Programming for purposes of determining substantial utilization shall include an alphanumeric scroll for not more than one EG Channel.

5.1.3. The LFA hereby authorizes Franchisee to transmit EG programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves its right to make or change Channel assignments in its sole discretion. EG Channel assignments shall be the same throughout the Franchise Area. If Franchisee decides to change the Channel destination for any of the EG Channels, it must provide no less than thirty (30) days prior written notice to the LFA.

5.1.4. Franchisee shall maintain, without cost to the LFA, the EG Access Channel programming link via a dedicated fiber connection to the LFA's Access Channel headend at the Center for Science and Technology located at 1617 Cedar Road, Chesapeake, Virginia (the "CST"). The Franchisee's obligations under this Subsection 5.1.4, including its obligation to provide upstream equipment and facilities necessary to transmit signals, shall be subject to the provision by the LFA, without charge to the Franchisee, of: (1) access to the CST facility and LFA owned EG equipment within the CST facility, as reasonably necessary and under LFA supervisions to allow Franchisee to meet its obligations hereunder; (2) suitable required space, environmental conditions, electrical power supply, access, and pathways within the CST facility; (3) a standard viewable NTSC signal suitable for EG Access Channel programming; (4) any third-party consent that may be legally required; and (5) any other cooperation and access to facilities as are reasonably necessary for the Franchisee to fulfill the obligations stated herein. The LFA shall further be responsible to inform Franchisee which EG Access video signals and signal feeds are to be distributed on Franchisee's designated EG Channels for distribution to Subscribers. Notwithstanding the foregoing, Franchisee agrees to incur any reasonable, documented costs necessary to convert the LFA's EG Access video signals to the mutually agreed upon format. Franchisee shall transmit the LFA's EG Access video signals to Subscribers without material degradation in quality and at the same level of technical quality and reliability as other commercial signals carried by Franchisee, so long as the signal comes to Franchisee at that level of quality. Franchisee shall, without cost to the LFA, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Subscribers. Franchisee will provide courtesy technical consultations to support the video transport from future LFA facilities.

5.1.5. Franchisee shall maintain and provide auxiliary fiber paths to CST for the provision of EG Access Channel programming from the following locations: (a) Chesapeake Municipal Center, which includes City Hall, Chesapeake School Administration Building, Court Complex and Cedar Road in front of City Hall located at, 306 Cedar Road; and (b) Oscar Smith High School located at 1994 Tiger Dr. Franchisee shall, without charge to the LFA, provide and maintain in good working order, an auxiliary path fiber connection for the provision of data and video transfer between the CST and Chesapeake City Hall. Any data service transport may be handled through a separate agreement between LFA and Franchisee.

## 5.2. *EG Transmission*

5.2.1. Notwithstanding the obligations in Section 5.1.1, Franchisee's responsibility for transmitting EG Channel programming signals is limited

to providing the dedicated fibers described in Section 5.1.4 and any associated equipment necessary to transmit the EG Channel programming signal to and from the facilities as outlined in that Section, transmitting EG Channel programming signals to Franchisee's headend facility via such dedicated fibers, reprocessing EG Channel programming signals as necessary in order to distribute the signals to Subscribers over its Cable System, and distributing EG Channel programming signals to Subscribers. Franchisee shall not be obligated to provide LFA with equipment, facilities or personnel used to generate any such EG Channel programming to or to transmit such signals.

5.2.2. Franchisee shall upgrade the Franchisee's transport equipment as needed at (i) Chesapeake City Hall, 306 Cedar Road, (ii) the Chesapeake Center for Science and Technology, 1617 Cedar Road, and (iii) Oscar Smith High School, 1994 Tiger Dr., at Franchisee's own expense to ensure the signal transmitted from those locations by the LFA to Franchisee meets applicable standards. Franchisee will not be responsible for the LFA's origination equipment or the originating signal quality, but Franchisee will provide recommendations on LFA equipment upgrades and signal quality improvements as needed and requested without cost to LFA. Throughout the term of this Franchise, Franchisee will provide, maintain and replace as needed, three (3) DVR-equipped set-top boxes at no cost to the LFA for use at City Hall, 306 Cedar Road.

5.2.3. The LFA may transmit such EG programming within and without the LFA's jurisdictional boundaries without further authorization from the Franchisee. Likewise, the Franchisee may transmit such EG programming within or without LFA's jurisdictional boundaries without further authorization from the LFA.

5.2.4. LFA shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement. The LFA shall, to the extent permissible under applicable law, use reasonable efforts to further require all local producers and users of any of the EG facilities or Channels other than the LFA and the School Board, its officers, directors, employees and agents to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a EG facility or Channel.

5.3. *Navigation to PEG Channels.* Franchisee shall provide the LFA with the contact information for its electronic program guide vendor. The LFA shall be responsible for providing programming information to the vendor. Any fees associated with special placement or handling beyond the standard manner of presenting program schedule listings shall be the responsibility of the LFA.

#### 5.4. *Signal quality.*

5.4.1. Each EG Channel shall be capable of transmitting the primary video stream, related audio, and accompanying program related material within the EG Channel video stream. "Program related material" shall mean (i) closed captioning for the hearing impaired, (ii) one alternative language or secondary audio program feed, (iii) program ratings information receivable by V-Chip equipped television sets, and (iv) any material the FCC specifically identifies as program-related material that a cable operator retransmitting a broadcast television signal pursuant to FCC must-carry rules is required to retransmit as part of a broadcast television signal; provided that Grantee is technically capable of passing through any such program related material; and provided, further, that program related material shall not include any interactive element or transactional application that requires the functionality of a two-way cable or similar plant or otherwise suggests that a return path will be provided, including, without limitation, any feature that prompts a customer to attempt to utilize "triggers" or other options that are enabled by a return path.

5.4.2. At such time when the primary video streams of the majority of the commercial broadcast television stations located in the Basic Service Tier or such other tier in which the EG Channels are located are carried in high-definition format (e.g., 1080i [1920 x 1080 interlaced], or some other format), the LFA shall have the option, upon one-hundred twenty (120) days written notice to Franchisee, to provide EG Channel signals to Franchisee in a high-definition format utilized by one or more of the commercial broadcast television stations. Franchisee shall, without cost to the LFA, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Subscribers.

5.4.3. The LFA is responsible for providing Franchisee with a EG Channel signal that meets FCC standards for strength and clarity. Upon notification by the LFA of a problem with the EG Channel signal, and after the LFA has tested the EG Channel signal to confirm it meets FCC standards, Franchisee shall respond promptly to correct the signal problem.

5.4.4. Franchisee's response time for any EG Channel signal problems caused by dedicated fiber discrepancies or dedicated fiber connections established pursuant to Section 5.1.4 shall be as follows:

5.4.4.1. Dedicated fiber technical problems which results in any or all of the Access Channels experiencing unusable or unviewable signals shall be serviced as soon as possible and in the same priority as any other dedicated fiber technical problems which render any other Channel in the Cable System unusable or unviewable. Minor signal distortions or problems shall be serviced: (1) as soon as reasonably possible; and (2) in no more than forty-eight (48) hours.

5.4.4.2. Signal problems on any dedicated fiber supporting Access Channel operation which render the signal unusable or unviewable shall be serviced as soon as possible. Other technical problems on any dedicated fiber



supporting Access Channels shall be addressed: (1) as soon as reasonably possible; and (2) in no more than forty-eight (48) hours.

5.4.5. In the event the EG Channel signal problem is the result of non-compliant signal provided by the LFA, equipment or wiring provided by the LFA or a Subscriber, or any other condition that is not under the control of the Franchisee, the Franchisee may charge the LFA its standard service call rate for such response.

5.5. *EG Grant:*

5.5.1. Franchisee shall provide an Initial Grant and an EG Capital Fee as set forth in this Section 5.5 to the LFA to support the capital costs of EG Channel facilities (collectively, the "EG Grants").

5.5.2. The Franchisee shall provide to the LFA a one-time lump sum grant of Fifty Thousand Dollars (\$50,000.00) (the "Initial Grant"). Payment of the Initial Grant shall be made no later than forty-five (45) days following the Enactment Date of this Agreement.

5.5.3. Franchisee shall provide an EG Capital Fee to the LFA (the "EG Capital Fee") on a quarterly basis. The EG Capital Fee shall be used by the LFA to support the capital costs of EG Access Channel facilities consistent with the Communications Act (47 U.S.C. § 542). In addition to the foregoing statutorily permitted uses of the EG Capital Fee, Franchisee will not object to the LFA using proceeds from the EG Capital Fee to fund either (1) the construction of new fiber links to new EG origination points, or (2) the purchase of capacity to transport video from new EG origination points.

5.5.4. The EG Capital Fee shall be the sum of Twenty-Two cents (\$0.22) per month for each Subscriber in the Service Area. The EG Capital Fee shall be delivered to the LFA within forty-five (45) days after the beginning of each calendar quarter during the Franchise Term. Collection of, and the obligations to pay, the EG Capital Fee will commence within sixty (60) days of the date of execution of this Franchise by the Mayor of the City of Chesapeake.

5.5.5. If the Franchisee fails to materially comply with timely and full payment of the EG Grants pursuant to Subsections 5.5.2. and 5.5.4., Franchisee agrees to pay the legal rate of interest set forth at Section 6.1-330.53 of the Virginia Code (currently, six percent (6%) per annum).

5.6. To the extent permitted by applicable law, including Section 15.2-2108.25 of the code of Virginia, the Franchisee shall be allowed to recover from Subscribers the costs of the EG Grants or any other costs arising from the provision of EG services and shall be allowed to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

5.7. If Franchisee makes changes to its Cable System that require improvements to EG Channel facilities and equipment, Franchisee shall provide any necessary additional headend and distribution facilities or equipment within thirty (30) days so that EG Channel facilities and equipment may be used as intended with respect to the up to five (5) EG Channels specified in Section 5.1 above, so that live and taped programming can be cablecast efficiently to Subscribers. Franchisee shall be solely responsible for the costs associated with any Franchisee-desired technology changes to and maintenance and repair of the signal transport facilities.

## 6. COMMUNICATIONS SALES AND USE TAX

The parties shall comply with all applicable requirements of the provisions of Section 58.1-645 of the Code of Virginia (the "Communications Sales and Use Tax") in its current form and as it may be amended. Should at any time during the term of this Franchise the Communications Sales and Use Tax be repealed or amended to reduce or eliminate the payment of taxes by the Franchisee on the provision of Cable Services over the Cable System, the LFA may, to the extent allowable under applicable law, require, upon sixty (60) days written notice, that the Franchisee pay to the LFA a franchise fee based on Gross Revenue in an amount established by the LFA that is no greater than that allowed by federal law; provided, however, that: (1) any such requirement to pay a franchise fee applies equally to all franchised cable operators in the City; (2) the Franchisee shall not be compelled to pay any higher percentage of gross revenue as franchise fees than any other franchised cable operator providing service in the City; and (3) Franchisee shall not be obligated to pay franchise fees on revenues not included in gross revenues by any other franchised cable operator in the City. Any payment of franchise fees to the LFA pursuant to this Article 6 shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each quarter. Each franchise fee payment shall be accompanied by a brief report prepared by a representative of the Franchisee that shows the basis for the computation of all Gross Revenue derived during the period for which such franchise fee payment is made.

## 7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

## 8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon not less than thirty (30) days written notice to the Franchisee, and no more frequently than once every twenty-four (24) months, the LFA shall have the right to inspect the Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours at a reasonable time as determined by the parties, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records

for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonable deems to be proprietary or confidential in nature, or to disclose any of its or its affiliates books and records not relating to the provision of Cable Service in the Service Area. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

8.2. *Audit:* Inspections performed pursuant to Section 8.1 of this Agreement may include an audit of all records reasonably necessary to confirm the accurate payment of the EG Capital Fee. Franchisee shall bear the LFA's reasonable, documented out-of-pocket expenses, up to a maximum of twenty-five thousand dollars (\$25,000), if such audit discloses an underpayment by Franchisee of more than three percent (3%) of any quarterly payment but not less than five thousand dollars (\$5,000). The LFA shall not audit Franchisee more frequently than once every twenty-four (24) months. The LFA shall have no more than three (3) years from the time Franchisee delivers a payment to provide a written, detailed objection to or dispute of that payment, and if the LFA fails to object to or dispute the payment within that time period, the LFA shall be barred from objecting to or disputing it after that time period. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the LFA. In the event that Franchisee disputes any underpayment discovered as the result of an audit conducted by the LFA, the LFA shall work together with Franchisee in good faith to promptly resolve such dispute. The LFA and Franchisee maintain all rights and remedies available at law regarding any disputed amounts. The LFA may require Franchisee to pay any additional undisputed amounts due to the LFA as a result of an audit performed by the LFA pursuant to this Section 8.2 within thirty (30) days following receipt by Franchisee of written notice by the LFA. Notwithstanding the foregoing, Franchisee shall not be obligated to bear any audit expenses for any auditor utilized by the LFA that is compensated on a success-based formula, e.g., payment based on a percentage of underpayment, if any.

8.3. *Proprietary and Confidential Information:* Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature except in accordance with the following procedures, or to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. If Franchisee believes that any requested information is confidential and proprietary, Franchisee must provide the following documentation to the LFA: (i) specific identification of the information; (ii) a statement attesting to the reason(s) Franchisee believes the information is confidential and/or proprietary; and (iii) a statement that the document(s) are available for inspection by the LFA. Such inspection shall take place at a mutually agreed location within the City of Chesapeake, Virginia. Franchisee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains any "confidential" or "proprietary" information. Unless otherwise ordered by a court or agency of competent jurisdiction, the LFA agrees that, to the extent permitted by applicable law, it shall deny access to any of Franchisee's information marked "Confidential" as set forth in this Section 8.3 to any Person or governmental

entity. If, in the course of enforcing this Franchise or for any other reason, the LFA believes it must disclose any information marked "Confidential" as set forth in this Section 8.3, the LFA shall provide reasonable advance notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. If the LFA receives a demand from any Person or governmental entity for disclosure of any information identified as "Confidential" pursuant to this Section 8.3, the LFA shall, so far as consistent with applicable law, advise Franchisee and provide Franchisee with a copy of any written request prior to granting the Person or governmental entity access to such information. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

8.4. *Records Required:* Franchisee shall at all times maintain:

8.4.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy.

8.4.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause.

8.4.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved.

8.4.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was received by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

8.4.5. A map showing the area of coverage for the provisioning of Cable Services.

## 9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000.00) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

9.1.1.2. Automobile Liability Insurance in the amount of three million dollars (\$3,000,000.00) combined single limit for bodily injury and property damage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Virginia.

9.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000.00); (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000.00) employee limit; and (C) Bodily Injury by Disease: five hundred thousand dollars (\$500,000.00) policy limit.

9.1.1.5. Umbrella Liability Insurance shall be maintained above the primary Commercial General Liability, Automobile Liability, and Employers' Liability policies required herein. The limit of such Umbrella Liability Insurance shall not be less than two million dollars (\$2,000,000.00) each occurrence and in the annual aggregate.

9.1.2. The limits required above may be satisfied with a combination of primary and excess coverage.

9.1.3. The LFA shall be included as an additional insured under each of the insurance policies required in this Article 10 except Workers' Compensation and Employers' Liability Insurance.

9.1.4. Franchisee shall not cancel or cause to be canceled or lapsed any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

9.1.5. Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A.M. Best Financial Strength rating of A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.6. Upon written request by the LFA, Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage.

## 9.2. *Indemnification:*

9.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its officers, departments, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), arising out of Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that the LFA shall give Franchisee written notice of its obligation to indemnify the LFA within ten (10) business days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA, for any

damages, liability or claims resulting from the willful misconduct or negligence. Franchisee also agrees to indemnify, save and hold harmless, and defend the LFA, its officers, departments, agents, boards and employees, from and against any liability for damages arising out of copyright infringements or a failure by Franchisee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System. These damages shall include but not be limited to penalties arising out of copyright infringements and damages arising out of any failure by Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by Franchisee's Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by the Agreement.

9.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 9.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement. Nothing in this provision shall be construed to provide Franchisee with authority to make any legislative decisions on behalf of the LFA.

9.2.3. The Franchisee shall not be required to indemnify the LFA for: 1) acts of the LFA which constitute willful misconduct or negligence on the part of the LFA and its officers, employees, agents or attorneys; or 2) any activity or function conducted by any Person other than Franchisee regarding EG Access; or 3) use of EAS.

## 10. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, or Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.30, as applicable, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for transactions excluded under Section 1.28 herein.

## 11. RENEWAL OR EXTENSION OF FRANCHISE

11.1. The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, or Title

15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.30, as applicable.

11.2. Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding a franchise renewal and the LFA may grant a renewal thereof.

## 12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not substantially complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the issue, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

12.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have fifteen (15) business days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such fifteen (15) day period, initiate all reasonable steps to remedy such noncompliance as quickly as possible and notify the LFA of the steps being taken and the projected date by which cure is projected to be completed. Upon cure of any noncompliance, the Franchisee shall notify the LFA in writing and the LFA shall provide written confirmation that such cure has been accepted by the LFA.

12.3. *Public Hearing:* The LFA shall hold a public hearing if the LFA continues its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within fifteen (15) days or the date projected pursuant to Section 12.2(iii) above. The LFA shall provide Franchisee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

12.4. *Enforcement:* Subject to applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 12.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

12.4.1. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; or

12.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

12.4.3. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Sections 12.5.1 and 12.5.3.

12.4.4. *Liquidated Damages:* Enforce the following liquidated damages for the following violations of this Agreement, because such violations will result in injury to the LFA, and because it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance:

12.4.4.1. For failure to comply with the reporting requirements as set forth in Article 8 and Exhibit C of this Franchise: One hundred dollars (\$100.00) per day for each day the violation continues.

12.4.4.2. For failure to materially comply with the carriage of EG Access Channel(s) requirements as set forth in Section 5.1 of this Franchise: Two hundred dollars (\$200.00) per day for each day the violation continues.

12.4.4.3. For failure to materially comply with Customer Service Standards set forth in Exhibit C of this Agreement: Two hundred dollars (\$200.00) per day for each day the violation continues, except where compliance is measured quarterly, in which case liquidated damages shall be as follows: (a) Franchisee shall be liable for liquidated damages in the amount of one thousand dollars (\$1,000.00) for each quarter in which such standards were not met if the failure was by less than five percent (5%); two thousand dollars (\$2,000.00) for each quarter in which such standards were not met if the failure was by five percent (5%) or more but less than fifteen percent (15%); and four thousand dollars (\$4,000.00) for each quarter in which such standards were not met if the failure was by fifteen percent (15%) or more.

12.4.4.4. For purposes of any liquidated damages assessments, all similar violations or failures arising out of the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any single one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are deemed not cured as provided in Section 12.2.

12.4.4.5. The amount of all liquidated damages per annum shall not exceed thirty thousand dollars (\$30,000.00) in the aggregate.

12.5. *Revocation:*

12.5.1. Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 12.3., the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise pursuant to Sections 12.5.2 and 12.5.3, below. The LFA shall cause to be served upon the Franchisee, at least



thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

12.5.2. At the designated hearing, consistent with applicable federal and state law, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, and to have available all other due process rights under state law. A complete verbatim record and transcript shall be made of such hearing, the cost of which shall be shared by the Franchisee and the LFA.

12.5.3. Following the hearing specified in Section 12.5.2, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the LFA shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the LFA determines that the Franchise shall be revoked, the LFA shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the LFA to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the franchising authority.

12.5.4. The LFA may, at its sole discretion, take any lawful action, which it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

#### 12.6. *Security:*

12.6.1. *Letter of Credit:* Franchisee shall maintain throughout the term of this Agreement an irrevocable letter of credit as set forth in this Section 12.6 (the "Letter of Credit"). The Franchisee shall be required to maintain the Letter of Credit in the amount of fifty thousand dollars (\$50,000.00) (the "Letter of Credit") so long as such requirement applies equally: (1) to all new franchised cable operators; and (2) beginning on March 31, 2011, to existing franchised cable operators. Should at any time during the term of this Agreement any new franchised cable operator or, starting March 31, 2011, any existing franchised cable operator be required to provide a letter of credit or other security in an amount less than fifty thousand dollars (\$50,000.00), Franchisee shall have the right to reduce the Letter of Credit to an amount no greater than that provided by such franchised cable operator. The Letter of Credit shall be issued from a federally insured lending institution licensed to do business in Virginia ("Lending Institution"). A copy of the existing Letter of Credit is attached hereto as Exhibit D; copies of any relevant replacement or re-issued Letters of Credit will be provided to the LFA by the Franchisee subsequent to issuance by the Lending Institution. The Letter of Credit shall be the sole collateral provided by the Franchisee to the LFA with respect to this Agreement, and shall be used to ensure Franchisee's substantial compliance with the material terms and conditions of this Agreement.

12.6.2. Franchisee shall file with the LFA a complete copy of the Letter of Credit (including all terms and conditions applying to the Letter of Credit or to draws upon it) subsequent to its effective date, and shall keep such copy current with respect to any changes over the term of the Agreement.

12.6.3. If the LFA notifies the Franchisee of any amounts lawfully due to the LFA pursuant to the terms of this Agreement and the Franchisee does not make such payment within thirty (30) days, the LFA may draw upon the Letter of Credit by presentation of a draft at sight drawn on the Lending Institution, accompanied by a written certificate signed by the City Manager certifying that Franchisee has failed to comply with this Agreement and citing the specific provision of the Agreement at issue and the specific basis for the amount being withdrawn.

12.6.4. In the event the Lending Institution serves notice to the LFA that it elects not to renew the Letter of Credit, the LFA may withdraw the entire amount of the Letter of Credit unless the Franchisee provides, before the effective Letter of Credit expires, a substitute Letter of Credit from a Lending Institution in substantially the same form as that attached hereto as Exhibit D.

12.6.5. No later than thirty (30) days after receipt by the Franchisee of notification by certified mail, return receipt requested of a withdrawal under the Letter of Credit, the Franchisee shall restore the amount of the Letter of Credit to the applicable amount as set forth in this Section 12.6.

12.6.6. No recovery by the LFA of any sum by reason of the Letter of Credit required in this Section 12.6.6 shall be any limitation upon the liability of Franchisee to the LFA under the terms of this Agreement, except that any sums so received by the LFA shall be deducted from any recovery which the LFA shall otherwise establish against Franchisee for the same violation or violations under the terms of this Agreement.

### 13. MISCELLANEOUS PROVISIONS

13.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

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

13.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state

law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

13.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below, or to an agreed-upon e-mail address. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be mailed to:

Cox Communications Hampton Roads, L.L.C.  
1341 Crossways Blvd.  
Chesapeake, VA 23320  
Attn: Government Affairs

with a non-binding courtesy copy to:

Cox Communications  
1400 Lake Hearn Drive  
Atlanta, GA 30319  
Attn: Government Affairs/Legal

Notices to the LFA shall be mailed to:

City Manager  
306 Cedar Road, 6<sup>th</sup> Floor  
Chesapeake, Virginia 23322

With a non-binding courtesy copy to:

City Attorney  
306 Cedar Road, 6<sup>th</sup> Floor  
Chesapeake, Virginia 23322

13.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of

ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

13.7. *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

13.8. *Captions:* The captions and headings of articles and 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.

13.9. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11. *Single Point of Contact for LFA:* Franchisee shall provide the LFA with contact information for an individual who shall be the single point of contact for Franchisee on Cable Services and issues. Contact information shall include the contact's name, address, business telephone and facsimile numbers, and e-mail address. If any contact information changes, Franchisee will inform the LFA as soon as reasonably possible.

13.12. *Cable System Transfer Prohibition:* For so long as Franchisee provides authorized telecommunications services and/or information services over its cable system, under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's Cable System to the LFA or any third party. If this Franchise is terminated for any reason, the Franchisee shall seek, apply for or negotiate the appropriate agreement if applicable that will grant Franchisee authorization to keep and maintain its facilities within the Public Rights-of-Way for the provision of services and products other than Cable or Video Service. So long as Franchisee produces or secures alternative authority under federal, state or local law to provide telecommunications or information services in the City, Franchisee shall not be required to remove the Cable System or to relocate the Cable System or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI of the Communications Act or the EG requirements set out in this Agreement.

13.13. *Independent Review:* LFA and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.14. *Duplicate Originals:* This Agreement may be executed in duplicate, and each such duplicate shall be deemed an original, and the parties may become a party hereto by executing any such duplicate, so long as such duplicate contains an original signature of both parties. This Agreement and any duplicate so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any duplicate hereof to produce or account for any other duplicate.

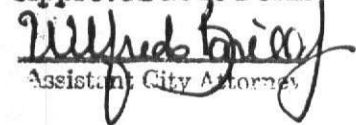
13.15. *Governing Law and Venue:* This Agreement shall be governed in all respects by the law of the Commonwealth of Virginia, and the parties agree that this Agreement is subject to the jurisdiction of the Circuit Court for the City of Chesapeake, Virginia and the United States District Court for the Eastern District of Virginia.

**SIGNATURE PAGE FOLLOWS**

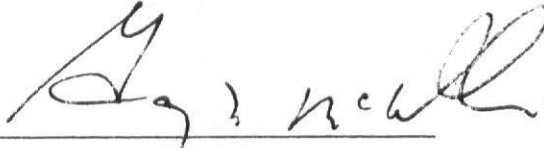
AGREED TO THIS 14<sup>th</sup> DAY OF June, 2011.

CITY OF CHESAPEAKE, VIRGINIA

By:   
William E. Harrell  
City Manager

Approved as to Form  
  
Assistant City Attorney

COX COMMUNICATIONS HAMPTON ROADS, L.L.C.

By:   
6-23-11

EXHIBITS

Exhibit A: Initial Service Area

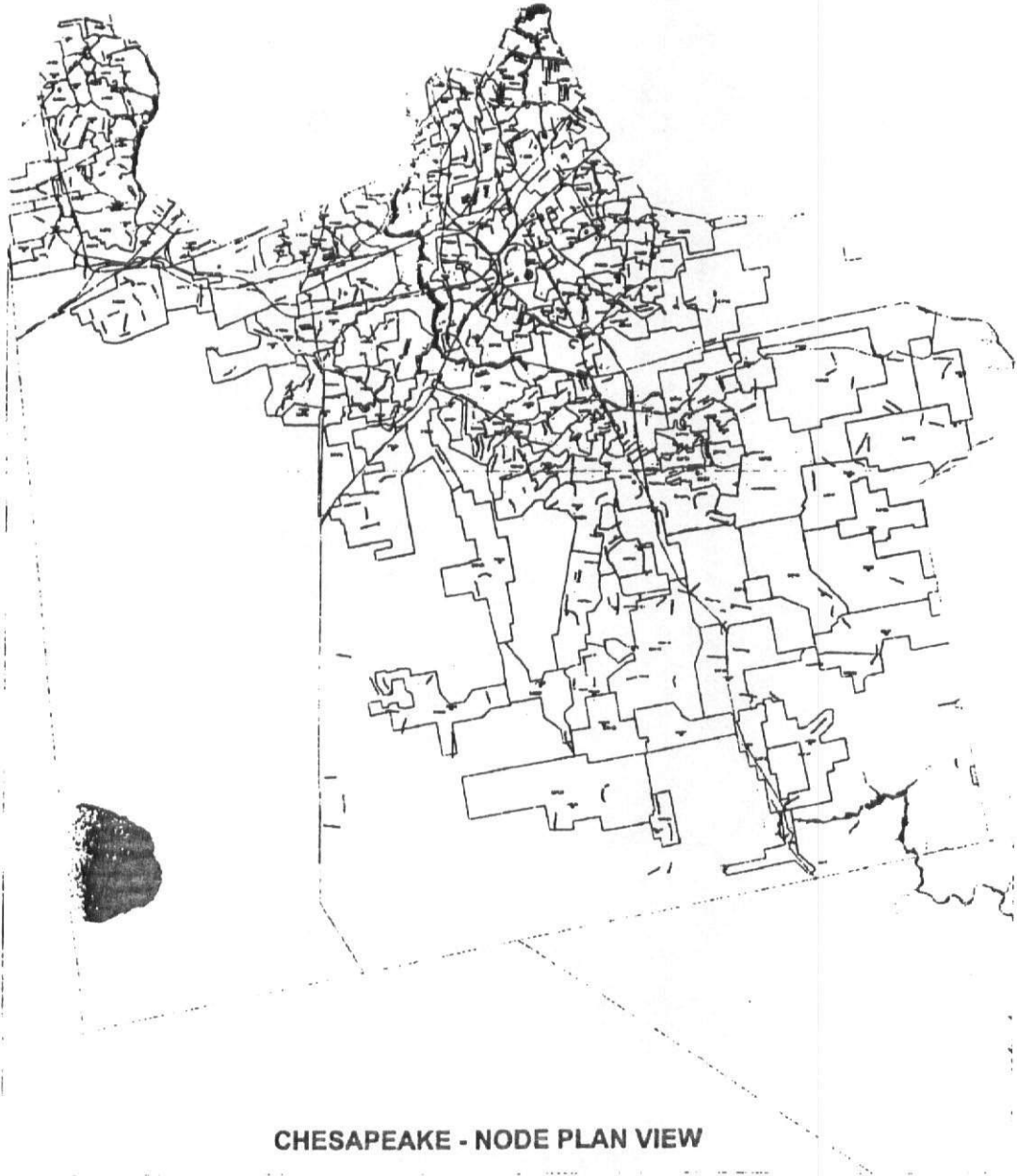
Exhibit B: Municipal Buildings to be Provided Courtesy Cable Service

Exhibit C: Customer Service Standards

Exhibit D: Letter of Credit

Exhibit E: Sample Non-Disclosure Agreement

**EXHIBIT A**  
**INITIAL SERVICE AREA**



**CHESAPEAKE - NODE PLAN VIEW**

## EXHIBIT B

### MUNICIPAL BUILDINGS TO BE PROVIDED COURTESY CABLE SERVICE

Call Center Trailer  
432 Shea Drive

Chesapeake City Jail  
400 Albemarle Drive

Chesapeake Vocational Center  
2104 Steppingstone Square

Circuit Court Building  
307 Albemarle Drive

City Hall  
306 Cedar Road

Conference Center  
900 Greenbrier Circle

Information Technology Bldg  
300 Shea Drive

City Garage  
956 Greenbrier Rd.

Dept Facilities Admin/  
Construction Offices  
431 Albemarle Dr.

Juvenile Court  
301 Albemarle Dr.

Lake Gaston Water Treatment Plant  
5416 W Military Hwy

Parks And Recreation Offices  
112 Mann Drive

Police Academy  
1080 Sentry Dr

Portlock Gallery At So. No.  
3815 Bainbridge Blvd.

Public Health Building  
748 Battlefield Boulevard N

Public Safety Building  
302 Albemarle Drive

South Norfolk Medical  
490 Liberty Street

Northwest River Water Treatment Plant  
3550 South Battlefield Blvd



## **Community Centers**

**Great Bridge Community Center**  
212 Holt Drive

**Indian River Community Center**  
2250 Old Greenbrier Road

**River Crest Community Center**  
1001 River Walk Parkway

**South Norfolk Community Center**  
1217 Godwin Avenue

**Camelot Community Center**  
948 King Arthur Drive

**Deep Creek Community Center**  
2901 Margaret Booker Drive

**Portlock Senior Center**  
114 Freeman Ave

**Senior Center**  
100 Outlaw Street

**Western Branch Community Center**  
4437 Portsmouth Boulevard

**Johnson Park Ceramic Center**  
1006 Grady Street

**Sunray Ceramic Center**  
621 Homestead Rd

**Campostella Square Community Center**  
2019 Windy Rd

## Schools

B. M. Williams Primary School 1100 Battlefield Blvd N	Deep Creek Secep 140 George Washington Hwy N
Brentwood Building 1238 N River Dr	Educational Services Center 369 Battlefield Blvd S
Butts Road Intermediate School 1571 Mount Pleasant Rd	Edwards Wilson Center 2107 Liberty St
Butts Road Primary School 1000 Mount Pleasant Rd	Edwin W. Chittum Elementary School 2008 Dock Landing Rd
Camelot Elementary School 2901 Guenevere Dr	G. A. Treakle Elementary School 2500 Gilmerton Rd
Cedar Road Elementary School 1605 Cedar Rd	G. W. Carver Intermediate School 2601 Broad St
Chesapeake Alternative School 920 Minuteman Rd	Georgetown Primary School 436 Providence Rd
Chesapeake Center For Science And Technology 1617 Cedar Rd	Grassfield Elementary School 2248 Averill Dr
Crestwood Intermediate School 1240 Great Bridge Blvd	Grassfield High School 2007 Grizzly Trl
Crestwood Middle School 1420 Great Bridge Blvd	Great Bridge High School 301 Hanbury Rd W
Deep Creek Central Elementary School 2448 Shipyard Rd	Great Bridge Intermediate School 253 Hanbury Rd W
Deep Creek Elementary School 2809 Forehand Dr	Great Bridge Middle School 441 Battlefield Blvd S
Deep Creek High School 2900 Margaret Booker Dr	Great Bridge Primary School 408 Cedar Rd
Deep Creek Middle School 1955 Deal Dr	Greenbrier Intermediate School 1701 River Birch Run N
	Greenbrier Middle School 1016 Greenbrier Pkwy

Greenbrier Primary School  
1551 Eden Way S

Hickory Elementary School  
109 Benefit Rd

Hickory High School  
1996 Hawk Blvd

Hickory Middle School  
1997 Hawk Blvd

Hugo Owens Middle School  
2801 Cedar Rd

Indian River High School  
1969 Braves Trl

Indian River Middle School  
2300 Old Greenbrier Rd

Indian River Middle School Annex  
605 Providence Rd

Instructional Services Center  
304 Cedar Rd

Jolliff Middle School  
1021 Jolliff Rd

Norfolk Highlands Primary School  
1115 Myrtle Ave

Oscar Smith High School  
1994 Tiger Dr

Oscar Smith Middle School  
2500 Rodgers St

Portlock Primary School  
1857 Varsity Dr

Rena B. Wright Primary School  
600 Park Ave

School Administration Building  
312 Cedar Rd

School Facilities Compound  
1021 Great Bridge Blvd

Southeastern Elementary School  
1853 Battlefield Blvd S

Southwestern Elementary School  
4410 Airline Blvd

Sparrow Road Intermediate School  
1605 Sparrow Rd

Thurgood Marshall Elementary School  
2706 Border Rd

Truitt Intermediate School  
1100 Holly Ave

Western Branch High School  
1968 Bruin Pl

Western Branch Intermediate School  
4013 Terry Dr

Western Branch Middle School  
4201 Hawksley Dr

Western Branch Primary School  
4122 Terry Dr

## **Libraries**

Central Library  
298 Cedar Road

Major Hillard Library  
824 Old George Washington Hwy

Russell Memorial Library-Treas/Comm  
2802 Taylor Road

Greenbrier Library  
1214 Volvo Parkway

South Norfolk Library  
1100 Poindexter Street

Indian River Library  
2320 Old Greenbrier Rd

Dr. Clarence V. Cuffee Library  
2726 Border Rd

## **Fire Stations**

12  
4421 Taylor Rd

11  
2040 Dock Landing Rd

10  
629 Homestead Rd

8  
209 George Washington Hwy N

Training  
1420 Sherbrooke Rd

2  
1205 Freeman Ave

1  
1201 20th St

3  
1826 Rokeby Ave

14  
1200 Eden Way N

4  
104 Lenore Trail

15  
1345 Bells Mill Rd

5  
451 Hanbury Rd

6  
1109 Whittamore Dr

7  
3329 Battlefield Blvd S

9  
2816 Camelot Blvd

## EXHIBIT C

### CUSTOMER SERVICE STANDARDS

These standards shall, upon the date of the grant of the Franchise, apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

#### SECTION 1. DEFINITIONS

- A. Respond: Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.
- B. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- D. Standard Installation: Installations where the prospective Subscriber, excluding the LFA, is within two hundred fifty (250) feet of trunk or feeder lines.

#### SECTION 2. TELEPHONE AVAILABILITY

- A. The Franchisee shall maintain a toll-free number twenty-four (24) hours day, seven (7) hours a week to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.
- B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.
- C. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.
- D. Under Normal Operating Conditions, telephone answer time, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred,

transfer time shall not exceed thirty (30) seconds. The Franchisee shall meet these standards no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a cumulative quarterly basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time, measured on a cumulative quarterly basis.

F. Beginning six (6) months from the Effective Date, upon request from the LFA, but in no event more than once a quarter and provided within thirty (30) days following the end of each quarter, the Franchisee shall report to the LFA the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

- (1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.
- (2) Percentage of time customers received busy signal when calling the Franchisee service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

### **SECTION 3. INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after order has been placed. The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a quarterly basis, excluding those requested outside the seven (7) day period by the Subscriber.

C. Beginning six (6) months from the Effective Date, the Franchisee shall provide the LFA with a report upon request from the LFA, but in no event more than once a quarter and provided within thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period. Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is

deemed appropriate to begin earlier by location exception. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. The Franchisee may not cancel an appointment with a Subscriber after close of business on the business day preceding the appointment. If Franchisee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, under Normal Operating Conditions the Subscriber will be contacted and the appointment rescheduled as necessary at a time convenient for the customer.

F. Franchisee service representatives will have the ability to issue service credits, at Franchisee's sole discretion, to address customer complaints related to missed appointments.

G. The Franchisee shall use due care in the process of installation and shall substantially restore the Subscriber's property to its prior condition. Such restoration shall be undertaken and completed as soon as reasonably possible after the damage is incurred.

#### **SECTION 4. SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall notify the LFA of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the LFA and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the System between 12.01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.



(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection E of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

I. With respect to service issues concerning Cable Services provided to LFA facilities, Franchisee shall respond to all inquiries from the LFA within six (6) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the LFA in writing as to the reason(s) for the delay and provide an estimated time of repair.

## **SECTION 5. CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the LFA within five (5) business days. The Franchisee shall notify the LFA 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 LFA 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.

## **SECTION 6. BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items the Communications Sales and Use Tax, and/or other taxes or governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon request.

H. The Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

I. LFA Information: LFA hereby requests that Franchisee omit LFA name, address and telephone number from Franchise bill as permitted by 47 C.F.R. 76.952.

## **SECTION 7. DEPOSITS, REFUNDS AND CREDITS**

A. To the extent permissible under all applicable laws, the Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to allow an external credit check or verification of credit history performed, or 3) who rent Subscriber equipment from the Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment which the Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within 3 (three) to 5 (five) weeks from the disconnect date and following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

## **SECTION 8. RATES, FEES AND CHARGES**

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### **SECTION 9. DISCONNECTION / DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

#### **SECTION 10. COMMUNICATIONS WITH SUBSCRIBERS**

A. Franchisee shall provide a designated local office accessible to Subscribers that provides customer services such as bill payment, equipment pick up or drop off and similar services when Franchisee has attained a minimum of fifteen thousand (15,000) Subscribers. Prior to opening such local office, Franchisee shall provide a convenient alternative means for bill payment, and Franchisee shall provide for the pick up or drop off of equipment by any one or more of the following: (i) having a Franchisee representative go to the Subscriber's premises; (ii) using a mailer; or (iii) establishing a location(s) for the pick up and drop off of equipment.

B. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable

effort to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

C. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

D. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the LFA.

E. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

F. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA including how and where the notice was given to Subscribers.

G. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy;  
and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.G. will be given to the LFA at the same time such notices are distributed to subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

H. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

I. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

J. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The total amount of the delinquency for all services billed;
- (3) Given ten (10) days notice which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

**EXHIBIT D**

**LETTER OF CREDIT**

**FINANCIAL INSTITUTION LETTER HEAD**

Date:

Irrevocable Standby Letter of Credit Number: \_\_\_\_\_ - Cox Communications Hampton Roads, L.L.C. "Applicant" - 1341 Crossways Blvd. Chesapeake, VA 23320

Beneficiary: City of Chesapeake                      Amount \$ (*\$50,000.00*)  
306 Cedar Road, 6<sup>th</sup> Floor  
Chesapeake, Virginia 23322  
Attention: City Manager

Expiration Date: (*60 days beyond the expiration of the agreement*)

RE: Franchise Agreement by and between City of Chesapeake, Virginia and Cox Communications Hampton Roads, L.L.C. ("Agreement")                      AC # \_\_\_\_\_

We hereby issue this letter of credit # \_\_\_\_\_ - in the Beneficiary's favor which is available by payment against drafts at sight on \_\_\_\_\_ (*bank name*) bearing the clause "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NUMBER \_\_\_\_\_" accompanied by the following documents:

1. A written statement purportedly signed by an official of the City of Chesapeake certifying that " The amount of the draft drawn hereunder represents funds due and payable because Cox Communications Hampton Roads, L.L.C. has failed to comply with the Agreement and citing the specific provision of the Agreement at issue and the specific basis for the amount being withdrawn. The statement must certify that the person signing is an official of the City of Chesapeake.
2. The original Letter of Credit and any amendment attached hereto.

We hereby agree with you that draft(s) drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation at \_\_\_\_\_ (*bank name and address: address must be located within the Hampton Roads, Virginia vicinity*).

Unless otherwise specifically stated, this credit is subject to the uniform customs and practice for documentary credits 1993 revision, the International Chamber of Commerce Publication No. 500.

If you require any assistance or have any questions regarding this transaction, please call \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Authorized Signature\*

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

## EXHIBIT E

### SAMPLE NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between Cox Communications Hampton Roads, L.L.C., a limited liability company duly organized under the applicable laws of the State of Delaware ("Cox") and \_\_\_\_\_, having a place of business in \_\_\_\_\_ ("Consultant").

WHEREAS, on or about \_\_\_\_\_, the City of Chesapeake, Virginia, a duly organized City under the applicable laws of the Commonwealth of Virginia, ("City") granted a cable franchise (the "Franchise Agreement") to Cox South Inc.; and

WHEREAS, Section 4.4.2 of the Franchise Agreement requires Cox to perform certain tests necessary to demonstrate compliance with the requirements of the Franchise Agreement; and

WHEREAS, Section 4.4.3 of the Franchise Agreement provides that the City shall have the right to employ independent consultants to witness and review tests required under Section 4.4.2 of the Franchise Agreement pending the execution by such consultants of a non-disclosure agreement; and

WHEREAS, the City has contracted with the Consultant as an independent contractor to witness and review the required tests on behalf of the City (the "Consultancy").

NOW THEREFORE, considering these premises, Cox and the Consultant agree as follows:

(1) For purposes of this Agreement, "Confidential Information" shall mean any and all information, network designs and equipment, documents, data, correspondence, studies or other records or materials (including all information contained therein) which have been or will be provided, produced or made available to the Consultant by Cox and its affiliates in connection with, or as the result of, the Consultant's access to Cox property or otherwise and that are reasonably deemed by Cox to be proprietary or confidential in nature, including, but not limited to, documents and records identified by, and protected from disclosure under Section 2.2-3700 *et seq.* of the Code of Virginia ("the Virginia Freedom of Information Act").

(2) Access to Confidential Information shall be limited to those individual representatives of the Consultant who are directly involved in the Consultancy and who have executed this Confidentiality Agreement ("Consultant's Staff"), and the Consultant assumes responsibility for compliance with the terms of this Confidentiality Agreement by its respective employees.

(3) The Consultant and the Consultant's Staff that are signatories hereto agree not to disclose, publish, or disseminate to the public or to any individual not a signatory hereto (including, but not limited to, the United States government or any agency or department thereof) any Confidential Information (including notes taken therefrom). The Consultant and the



Consultant's Staff further agree to use any or all of the Confidential Information obtained hereunder only for purposes of the Consultancy.

(4) Notwithstanding any other provision of this Agreement, the Consultant may refer to Confidential Information in any report or materials prepared by the Consultant for the City, provided that any such report or materials shall disclose such information only to the extent necessary to convey essential information. If the Consultant intends to refer to Confidential Information concerning specific network elements, designs or equipment, or any components thereof, in any such report or materials, the Consultant shall give Cox at least fifteen (15) calendar days notice of such intent and provide specific identification of the network elements, designs or equipment to be referenced. Upon receipt of notice, Cox shall provide the following documentation to the Consultant and the City: (i) statement attesting to the reason(s) Cox believes the information is confidential; and (ii) statement that the information is available for review by the City at a City-designated location. The Consultant shall thereafter redact all references to such any such information in any report or materials prepared by the Consultant for the City.

(5) Notwithstanding any other provision of this Agreement, this Agreement shall not apply to Confidential Information that:

- a. was previously known to the Consultant or Consultant's Staff without obligation of confidentiality;
- b. is obtained by the Consultant or Consultant's Staff after the date hereof from a third party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation to Cox or any third party with respect to such information;
- c. is or becomes part of the public domain through no fault of the Consultant or Consultant's Staff;
- d. is ordered to be disclosed by administrative or judicial action, provided that the Consultant, immediately after notice of such request for disclosure, notifies Cox of such request to give Cox sufficient time to seek a protective order or utilize other remedies to protect the Confidential Information; or,
- e. the Consultant is legally required to disclose; or
- f. is approved for disclosure and release by written authorization by Cox.

(6) The Consultant shall give Cox at least fifteen (15) business days notice of its desire to use, in the course of any judicial or administrative proceeding resulting from the Consultancy, any Confidential Information, including but not limited to any proffer of evidence. If any such use is planned, the Consultant and Cox shall meet for purposes of attempting, in good faith, to establish procedures that will accommodate the needs of the Consultant while at the same time ensuring the nondisclosure of Confidential Information other than to the extent necessary for purposes of the relevant proceeding. In the event of a failure to agree, the

Consultant and Cox will submit the issue of appropriate protection from disclosure to the appropriate court or administrative tribunal.

(7) Nothing in this Confidentiality Agreement shall limit Cox's right to seek greater protection for particular Confidential Information from a court of competent jurisdiction, including the right to seek to preclude access altogether. Nor shall anything in this Confidentiality Agreement limit or restrict Cox's right to challenge the admissibility or use of any document or information in any administrative or judicial proceeding resulting from the Consultancy on any legitimate ground.

(8) This Confidentiality Agreement shall become effective as of the earliest date on which the parties hereto execute this Confidentiality Agreement and shall, unless the parties hereto agree in writing to an earlier termination date, continue for a period of five (5) years. Once the Consultancy is completed, either party may terminate this Confidentiality Agreement upon ten (10) days written notice to the other party. However, Cox may terminate the Confidentiality Agreement for the Consultant's or the Consultant's Staff's failure to comply with the terms and conditions of the Confidentiality Agreement, subject to the following steps:

- a. Cox shall provide notice to the Consultant, with copy of such notice also provided by Cox to the City, of its intent to terminate the Confidentiality Agreement and indicate the reason or reasons for such termination;
- b. The Consultancy shall be paused and the Consultant shall have reasonable opportunity to assure Cox, to Cox's satisfaction, that it is conducting the Consultancy in compliance with the terms and conditions of the Confidentiality Agreement; and,
- c. Should Cox then determine that the Consultant or Consultant's Staff cannot, will not, or is not complying with the terms and conditions of the Confidentiality Agreement, Cox may then, following consultation with the City, terminate the Confidentiality Agreement.

All obligations regarding use and disclosure of Confidential Information shall survive and continue any termination, cancellation or expiration of this Confidentiality Agreement. Upon expiration or termination of this Agreement, the Consultant and Consultant's Staff shall, as may be requested by Cox, destroy or return to Cox all Confidential Information.

(9) Nothing in this Confidentiality Agreement shall limit Cox's right to deny access to certain properties or business records on the basis that the information sought is not reasonably related to the subject of the Consultancy, is subject to the attorney-client privilege, or constitutes attorney work product or otherwise. Nor shall anything in this Confidentiality Agreement be construed to limit or restrict Cox's right to challenge the admissibility or use of any of its business records in any administrative or judicial proceeding resulting from the Consultancy on any legitimate ground, including but not limited to competence, relevance, materiality, or privilege.

(10) All notices or other communications required or permitted to be made or given hereunder shall be in writing and shall be mailed or delivered to the below addresses or at such other address as may be specified by the parties in writing:

For Cox:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

For Consultant:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(11) The individuals executing this Agreement for and on behalf of the parties hereto represent that they are fully authorized and empowered to do so for and on behalf of their respective principals.

(12) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Executed on the respective dates set forth below:

COX

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

---

August 19, 2019

Mr. James Baker  
Chesapeake City Manager  
306 Cedar Road  
Chesapeake, VA 23322

Dear Mr. Baker,

Thank you for the opportunity to work with the City on a grant application to help provide broadband service to residents in the southern portion of the city. Cox Communications is a committed partner to this project and we look forward to coordinating with your great team to make this grant application successful.

Cox Communications has been providing video and telecommunications service in the Commonwealth for 40 years and we have continually looked for ways to enhance and expand our network to meet the needs of our customers. Since 2006, Cox has invested around \$2 billion in our Virginia network which has allowed us to repeatedly increase internet speeds and be the first national communications company in Virginia to commit to, and begin deploying, 1 Gigabit internet ("Gigablast") service to our residential customers. These investments and services have significant impact on economic development by increasing opportunities for residents to telework and by allowing more home-based businesses to thrive.

This is an exciting time and we appreciate the opportunity to work with the City of Chesapeake on a grant application for this last-mile project that could help to bring broadband service to current and potential residences on Beaver Dam Road, in the Sanderson Road/Hungarian Road area, on Land of Promise Road, on Ballahack Road, and residents on John Etheridge Road who have been eager to gain broadband access.

As always, please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Sarah Buck".

Sarah Buck  
Manager, Public Affairs

Product	In-Kind Amount	Provider
New overhead fiber network to include electronics	\$9,266.00	Cox
New overhead coaxial network to include electronics	\$40,015.80	Cox
New underground coaxial network to include electronics	\$64,190.00	Cox
System power supply units	\$3,028.40	Cox
Perform network engineering & design & make-ready	\$7,126.00	Cox
City Project Management	\$21,840.00	Chesapeake
Right of Way for roadway	\$300.00	Chesapeake
Pilot Online advertising	\$288.00	Chesapeake

VATI FUNDING SOURCES TABLE

Please fill in the chart below with a description of the project funding source (local, federal, state, private, other), the amount from that source, the percentage of total project funding that source represents, and a description of the current status of the funds (pending, secured, etc.).

Source	Amount	%	Status
REQUESTED VATI	\$ 532,632	78	Pending
COX- PRIVATE	\$ 123,626	18	SECURED
CHESAPEAKE - LOCAL	\$ 22,428	4	SECURED
	\$		
	\$		
	\$		
	\$		
<b>TOTAL</b>	<b>\$ 678,686</b>	<b>100 %</b>	

CDBG Derivation of Cost

John Etheridge					
Product	Total	VATI	Non-VATI	Source of Estimate	Date
Construct approx. 3062' of new overhead coaxial network to include electronics @ \$6.23 per ft.	\$ 19,076	\$ 15,261	\$ 3,815	Cox Communications	8/28/2019
Construct approx. 2798' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 35,562	\$ 28,450	\$ 7,112	Cox Communications	8/28/2019
Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 3,734	\$ 713	Cox Communications	8/28/2019
Perform network engineering & design & make-ready	\$ 5,000	\$ 4,000	\$ 1,000	Cox Communications	8/28/2019
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>Total Cost of Project</b>	<b>\$ 64,085</b>	<b>\$ 51,445</b>	<b>\$ 12,640</b>		

CDBG Derivation of Cost

Beaver Dam					
Product	Total	VATI	Non-VATI	Source of Estimate	Date
Construct approx. 9504' of new overhead coaxial network to include electronics @ \$6.23 per ft.	\$ 20,067	\$ 16,054	\$ 4,013	Cox Communications	8/28/2019
Construct approx. 2112' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 74,169	\$ 59,335	\$ 14,834	Cox Communications	8/28/2019
Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 3,734	\$ 713	Cox Communications	8/28/2019
Perform network engineering & design & make-ready	\$ 8,760	\$ 4,287	\$ 4,473	Cox Communications	8/28/2019
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>Total Cost of Project</b>	<b>\$ 107,443</b>	<b>\$ 83,410</b>	<b>\$ 24,033</b>		



CDBG Derivation of Cost

Sanderson and Hungarian

<b>Product</b>	<b>Total</b>	<b>VATI</b>	<b>Non-VATI</b>	<b>Source of Estimate</b>	<b>Date</b>
Construct approx. 14,995' of new aerial coax distribution network @ \$6.23 per ft.on Sanderson Rd. & Hungarian Rd.	\$ 93,419	\$ 74,735	\$ 18,684	Cox Communications	8/28/2019
Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 3,558	\$ 889	Cox Communications	8/28/2019
Perform network engineering & design & make-ready	\$ 4,700	\$ 3,760	\$ 940	Cox Communications	8/28/2019
Construct approx. 13,992' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 177,838	\$ 142,270	\$ 35,568	Cox Communications	8/28/2019
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>Total Cost of Project</b>	\$ 280,404	\$ 224,323	\$ 56,081		

CDBG Derivation of Cost

Ballahack

Product	Total	VATI	Non-VATI	Source of Estimate	Date
Construct approx. 2000' of new overhead fiber network to include electronics @ \$30.17 per ft.	\$ 60,340	\$ 51,074	\$ 9,266	Cox Communications	8/21/2019
Construct approx. 14,451' of new overhead coaxial network to include electronics @ \$6.23 per ft.	\$ 90,029	\$ 76,525	\$ 13,504	Cox Communications	8/21/2019
Construct approx. 3,502' of new underground coaxial network to include electronics @ \$12.71 per ft.	\$ 44,510	\$ 37,834	\$ 6,676	Cox Communications	8/21/2019
Add (1) system power supply units @ \$4,447 per unit	\$ 4,447	\$ 3,734	\$ 713	Cox Communications	8/21/2019
Perform network engineering & design & make-ready	\$ 5,000	\$ 4,287	\$ 713	Cox Communications	8/21/2019
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
<b>Total Cost of Project</b>	<b>\$ 204,326</b>	<b>\$ 173,454</b>	<b>\$ 30,872</b>		

<b>Projects</b>	<b>Total</b>	<b>VATI</b>	<b>Non-VATI</b>
John Etheridge	\$64,085	\$51,445	\$12,640
Beaver Dam	\$107,443	\$83,410	\$24,033
Sanderson Hungarian	\$280,404	\$224,323	\$56,081
Ballahack	\$204,326	\$173,454	\$30,872
City Project Management 280 hours @\$78	\$21,840		\$21,840
Right of Way @\$50 per roadway	\$300		\$300
Pilot Online adverstising	\$288		\$288
<b>Totals</b>	<b>\$678,686</b>	<b>\$532,632</b>	<b>\$146,054</b>
Share of state funding	78.48%		
Cost per unit (153 units)	\$3,481.25		\$532,632
Cox Share	18.22%		\$123,626
City Share	3.30%		\$22,428
	100.00%		\$678,686

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

City of Chesapeake has secured a project manager at \$78/hour, paid \$288 for the advertisement of the grant, and will pay \$50 per roadway/s that win grant funding.

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

City of Chesapeake has secured a project manager at \$78/hour, paid \$288 for the advertisement of the grant, and will pay \$50 per roadway/s that win grant funding.

[Skip to main content](#)[Skip to footer and contact information](#)



(RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN:

**0001834696**

Data as of:

**Dec 31, 2018**

Operations:

**Non-ILEC**

Submission Status:

**Original - Submitted**

Last Updated:

**Feb 15, 2019 08:11:05**

**Filer Identification**

Section	Question	Response
Filer Information	Company Name	Cox Communications, Inc
	Holding Company Name	Cox Communications, Inc.
	SAC ID	139001, 199018, 219019, 229011, 279011, 359019, 379001, 409029, 419021, 439003, 459012, 549017, 559017, 589001

Section	Question	Response
	499 ID	827138
<b>Data Contact Information</b>	Data Contact Name	Paul Cain
	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	paul.cain@cox.com
<b>Emergency Operations Contact Information</b>	Emergency Operations Name	Mark Peay
	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	mark.peay@cox.com

Section	Question	Response
<b>Certifying Official Contact Information</b>	Certifying Official Name	Joiava T. Philpott
	Certifying Official Phone Number	(404) 269-0983
	Certifying Official E-mail	joiava.philpott@cox.com

### Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	Fixed_Broadband_Deployment_FCC_Fiber_123118.txt	Feb 8, 2019 12:55:18	35590
	Fixed_Broadband_Deployment_FCC_123118.txt	Feb 7, 2019 10:35:58	309275



<b>Form Section</b>	<b>File Name</b>	<b>Date &amp; Time</b>	<b>Number of Rows</b>
Fixed Broadband Subscription	Fixed_Broadband_Subscription_FCC_123118.txt	Feb 7, 2019 14:37:50	95977
Fixed Voice Subscription	Voice_Telephone_Subscription_Detail_123118.txt	Feb 12, 2019 10:03:34	9384

### **Fixed Broadband Deployment**

#### **Census Block Counts by State, DBA Name and Technology**

<b>State</b>	<b>DBA Name</b>	<b>Technology</b>	<b>Blocks</b>
<b>Arizona</b>	Cox Communications	Cable Modem – DOCSIS 3.0	57387
		Optical Carrier/Fiber to the End User	8539
<b>Arkansas</b>	Cox Communications	Cable Modem – DOCSIS 3.0	12652
		Optical Carrier/Fiber to the End User	1081

<b>State</b>	<b>DBA Name</b>	<b>Technology</b>	<b>Blocks</b>
<b>California</b>	Cox Communications	Cable Modem – DOCSIS 3.0	29810
		Optical Carrier/Fiber to the End User	3373
<b>Connecticut</b>	Cox Communications	Cable Modem – DOCSIS 3.0	6070
		Optical Carrier/Fiber to the End User	411
<b>District of Columbia</b>	Cox Communications	Cable Modem – DOCSIS 3.0	20
		Optical Carrier/Fiber to the End User	1
<b>Florida</b>	Cox Communications	Cable Modem – DOCSIS 3.0	14192
		Optical Carrier/Fiber to the End User	916
<b>Georgia</b>	Cox Communications	Cable Modem – DOCSIS 3.0	5513

<b>State</b>	<b>DBA Name</b>	<b>Technology</b>	<b>Blocks</b>
		Optical Carrier/Fiber to the End User	528
<b>Idaho</b>	Cox Communications	Cable Modem – DOCSIS 3.0	740
		Optical Carrier/Fiber to the End User	14
<b>Iowa</b>	Cox Communications	Cable Modem – DOCSIS 3.0	1488
		Optical Carrier/Fiber to the End User	118
<b>Kansas</b>	Cox Communications	Cable Modem – DOCSIS 3.0	29292
		Optical Carrier/Fiber to the End User	1854
<b>Louisiana</b>	Cox Communications	Cable Modem – DOCSIS 3.0	36641
		Optical Carrier/Fiber to the End User	3290

<b>State</b>	<b>DBA Name</b>	<b>Technology</b>	<b>Blocks</b>
<b>Massachusetts</b>	Cox Communications	Cable Modem – DOCSIS 3.0	110
<b>Nebraska</b>	Cox Communications	Cable Modem – DOCSIS 3.0	12280
		Optical Carrier/Fiber to the End User	1992
<b>Nevada</b>	Cox Communications	Cable Modem – DOCSIS 3.0	17213
		Optical Carrier/Fiber to the End User	4212
<b>North Carolina</b>	Cox Communications	Cable Modem – DOCSIS 3.0	33
<b>Ohio</b>	Cox Communications	Cable Modem – DOCSIS 3.0	2116
		Optical Carrier/Fiber to the End User	114
<b>Oklahoma</b>	Cox Communications	Cable Modem – DOCSIS 3.0	30583

<b>State</b>	<b>DBA Name</b>	<b>Technology</b>	<b>Blocks</b>
		Optical Carrier/Fiber to the End User	4309
<b>Rhode Island</b>	Cox Communications	Cable Modem – DOCSIS 3.0	18568
		Optical Carrier/Fiber to the End User	1695
<b>Virginia</b>	Cox Communications	Cable Modem – DOCSIS 3.0	34567
		Optical Carrier/Fiber to the End User	3143
<b>Total</b>			<b>344865</b>

### **Fixed Broadband Subscription**

Fixed Broadband Subscriptions by State, Technology and End-user Type

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Arizona	Cable Modem	17172	1174227	81013	1255240
	Optical Carrier/Fiber to the End User	2857	39870	2979	42849
Arkansas	Cable Modem	2068	122134	11989	134123
	Optical Carrier/Fiber to the End User	278	730	312	1042
California	Cable Modem	9758	814457	54471	868928
	Optical Carrier/Fiber to the End User	2177	12497	4834	17331
Connecticut	Cable Modem	1814	113199	9558	122757

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	181	789	107	896
<b>District of Columbia</b>	Optical Carrier/Fiber to the End User	4	0	4	4
<b>Florida</b>	Cable Modem	2991	228303	18201	246504
	Optical Carrier/Fiber to the End User	486	1660	517	2177
<b>Georgia</b>	Cable Modem	1122	72645	6263	78908
	Optical Carrier/Fiber to the End User	153	430	196	626
<b>Idaho</b>	Cable Modem	65	6308	601	6909

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	10	38	6	44
Iowa	Cable Modem	371	18218	1312	19530
	Optical Carrier/Fiber to the End User	48	109	35	144
Kansas	Cable Modem	4679	241920	20902	262822
	Optical Carrier/Fiber to the End User	704	2113	637	2750
Louisiana	Cable Modem	8356	399725	36277	436002
	Optical Carrier/Fiber to the End User	1557	2195	1863	4058



State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Massachusetts	Cable Modem	21	967	16	983
Nebraska	Cable Modem	3003	200461	15025	215486
	Optical Carrier/Fiber to the End User	468	1887	508	2395
Nevada	Cable Modem	7179	537766	39804	577570
	Optical Carrier/Fiber to the End User	1158	11134	1496	12630
North Carolina	Cable Modem	18	457	10	467
	Optical Carrier/Fiber to the End User	2	7	0	7

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
Ohio	Cable Modem	1161	46513	2933	49446
	Optical Carrier/Fiber to the End User	94	450	32	482
Oklahoma	Cable Modem	8137	398772	39717	438489
	Optical Carrier/Fiber to the End User	1893	3954	3263	7217
Rhode Island	Cable Modem	3769	191468	19103	210571
	Optical Carrier/Fiber to the End User	425	791	363	1154
Virginia	Cable Modem	10203	530387	52206	582593

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business / Govt	Total
	Optical Carrier/Fiber to the End User	1595	4073	2256	6329
<b>Total</b>		<b>95977</b>	<b>5180654</b>	<b>428809</b>	<b>5609463</b>

**Fixed Broadband Subscriptions by Bandwidths and End-user Type**

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
0.256	0.256	0	180	180
0.384	0.384	0	2087	2087
0.512	0.512	0	9	9
0.768	0.768	0	1	1

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
1.000	0.256	0	6	6
1.000	1.000	0	53	53
1.500	0.384	0	157	157
1.500	0.512	0	3	3
1.500	1.500	0	412	412
2.000	0.384	0	292	292
2.000	2.000	0	3371	3371
3.000	0.384	0	1	1
3.000	0.512	0	1942	1942

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
3.000	3.000	0	209	209
4.000	4.000	0	19	19
5.000	1.000	419	952	1371
5.000	2.000	0	200	200
5.000	5.000	0	331	331
6.000	1.000	0	1622	1622
6.000	2.000	0	74	74
6.000	6.000	0	115	115
7.000	7.000	0	6	6

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
8.000	2.000	0	13	13
8.000	8.000	0	12	12
9.000	1.000	0	1402	1402
9.000	9.000	0	3	3
10.000	1.000	250800	0	250800
10.000	2.000	0	83151	83151
10.000	3.000	0	127	127
10.000	10.000	0	1166	1166
12.000	12.000	0	1	1

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
13.000	4.000	0	2	2
15.000	1.000	77554	0	77554
15.000	1.500	0	2	2
15.000	2.000	140302	0	140302
15.000	3.000	0	7643	7643
15.000	5.000	0	647	647
15.000	15.000	0	39	39
15.500	5.000	0	97	97
20.000	3.000	0	9181	9181

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
20.000	4.000	0	7	7
20.000	20.000	0	1720	1720
25.000	3.000	4330	0	4330
25.000	4.000	0	1491	1491
25.000	5.000	0	104925	104925
25.000	10.000	0	170	170
25.000	15.000	0	3	3
25.000	25.000	0	74	74
28.000	4.000	0	263	263



<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
30.000	3.000	759558	0	759558
30.000	10.000	0	335	335
30.000	15.000	0	1	1
30.000	30.000	0	679	679
35.000	35.000	0	3	3
40.000	40.000	0	314	314
45.000	45.000	0	13	13
50.000	5.000	1428	4770	6198
50.000	10.000	0	93014	93014

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
50.000	15.000	0	283	283
50.000	50.000	0	3038	3038
60.000	15.000	0	199	199
60.000	30.000	0	3	3
60.000	60.000	0	31	31
70.000	70.000	0	13	13
75.000	10.000	0	5	5
75.000	25.000	0	757	757
75.000	75.000	0	31	31

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
80.000	10.000	0	15	15
80.000	20.000	0	53	53
80.000	80.000	0	8	8
90.000	90.000	0	4	4
100.000	10.000	2590459	12	2590471
100.000	20.000	0	67812	67812
100.000	30.000	0	167	167
100.000	50.000	0	1	1
100.000	100.000	0	4494	4494

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
120.000	120.000	0	1	1
130.000	130.000	0	3	3
140.000	30.000	0	14	14
150.000	10.000	501071	0	501071
150.000	20.000	0	532	532
150.000	40.000	0	14	14
150.000	150.000	0	130	130
155.000	155.000	0	18	18
200.000	20.000	0	13497	13497

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
200.000	200.000	0	1296	1296
250.000	250.000	0	51	51
300.000	30.000	772006	8936	780942
300.000	50.000	0	6	6
300.000	300.000	0	543	543
400.000	400.000	0	142	142
500.000	35.000	0	867	867
500.000	500.000	0	679	679
600.000	600.000	0	21	21

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
700.000	700.000	0	15	15
800.000	800.000	0	6	6
900.000	900.000	0	1	1
1024.000	35.000	0	850	850
1024.000	1024.000	82727	784	83511
2048.000	2048.000	0	68	68
3072.000	3072.000	0	20	20
4096.000	4096.000	0	13	13
5120.000	5120.000	0	24	24

<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
6124.000	6124.000	0	3	3
10240.000	10240.000	0	36	36
20480.000	20480.000	0	1	1
40960.000	40960.000	0	2	2
<b>Total</b>		<b>5180654</b>	<b>428809</b>	<b>5609463</b>

**Fixed Broadband Subscriptions by Technology, Bandwidths and End-user Type**

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
<b>Cable Modem</b>	0.256	0.256	0	175	175
	0.384	0.384	0	2077	2077

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	1.000	0.256	0	6	6
	1.500	0.384	0	157	157
	1.500	1.500	0	1	1
	2.000	0.384	0	292	292
	2.000	2.000	0	3246	3246
	3.000	0.384	0	1	1
	3.000	0.512	0	1942	1942
	3.000	3.000	0	17	17
	5.000	1.000	419	912	1331



<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	5.000	2.000	0	131	131
	5.000	5.000	0	3	3
	6.000	1.000	0	1622	1622
	6.000	2.000	0	73	73
	9.000	1.000	0	1402	1402
	10.000	1.000	250800	0	250800
	10.000	2.000	0	83130	83130
	10.000	10.000	0	2	2
	15.000	1.000	77554	0	77554

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	15.000	1.500	0	2	2
	15.000	2.000	140302	0	140302
	15.000	3.000	0	7505	7505
	15.000	5.000	0	320	320
	20.000	3.000	0	9181	9181
	20.000	4.000	0	7	7
	20.000	20.000	0	9	9
	25.000	3.000	4330	0	4330
	25.000	4.000	0	1491	1491

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	25.000	5.000	0	104835	104835
	25.000	15.000	0	3	3
	28.000	4.000	0	263	263
	30.000	3.000	759558	0	759558
	30.000	10.000	0	335	335
	30.000	15.000	0	1	1
	50.000	5.000	1428	4770	6198
	50.000	10.000	0	92913	92913
	50.000	15.000	0	9	9

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	60.000	15.000	0	199	199
	60.000	30.000	0	3	3
	80.000	10.000	0	15	15
	100.000	10.000	2590459	12	2590471
	100.000	20.000	0	67717	67717
	140.000	30.000	0	14	14
	150.000	10.000	501071	0	501071
	150.000	20.000	0	532	532
	200.000	20.000	0	13463	13463

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	300.000	30.000	772006	8896	780902
	500.000	35.000	0	867	867
	1024.000	35.000	0	850	850
<b>Optical Carrier/Fiber to the End User</b>	0.256	0.256	0	5	5
	0.384	0.384	0	10	10
	0.512	0.512	0	9	9
	0.768	0.768	0	1	1
	1.000	1.000	0	53	53
	1.500	0.512	0	3	3

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	1.500	1.500	0	411	411
	2.000	2.000	0	125	125
	3.000	3.000	0	192	192
	4.000	4.000	0	19	19
	5.000	1.000	0	40	40
	5.000	2.000	0	69	69
	5.000	5.000	0	328	328
	6.000	2.000	0	1	1
	6.000	6.000	0	115	115

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	7.000	7.000	0	6	6
	8.000	2.000	0	13	13
	8.000	8.000	0	12	12
	9.000	9.000	0	3	3
	10.000	2.000	0	21	21
	10.000	3.000	0	127	127
	10.000	10.000	0	1164	1164
	12.000	12.000	0	1	1
	13.000	4.000	0	2	2

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	15.000	3.000	0	138	138
	15.000	5.000	0	327	327
	15.000	15.000	0	39	39
	15.500	5.000	0	97	97
	20.000	20.000	0	1711	1711
	25.000	5.000	0	90	90
	25.000	10.000	0	170	170
	25.000	25.000	0	74	74
	30.000	30.000	0	679	679



<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	35.000	35.000	0	3	3
	40.000	40.000	0	314	314
	45.000	45.000	0	13	13
	50.000	10.000	0	101	101
	50.000	15.000	0	274	274
	50.000	50.000	0	3038	3038
	60.000	60.000	0	31	31
	70.000	70.000	0	13	13
	75.000	10.000	0	5	5

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	75.000	25.000	0	757	757
	75.000	75.000	0	31	31
	80.000	20.000	0	53	53
	80.000	80.000	0	8	8
	90.000	90.000	0	4	4
	100.000	20.000	0	95	95
	100.000	30.000	0	167	167
	100.000	50.000	0	1	1
	100.000	100.000	0	4494	4494

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	120.000	120.000	0	1	1
	130.000	130.000	0	3	3
	150.000	40.000	0	14	14
	150.000	150.000	0	130	130
	155.000	155.000	0	18	18
	200.000	20.000	0	34	34
	200.000	200.000	0	1296	1296
	250.000	250.000	0	51	51
	300.000	30.000	0	40	40

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	300.000	50.000	0	6	6
	300.000	300.000	0	543	543
	400.000	400.000	0	142	142
	500.000	500.000	0	679	679
	600.000	600.000	0	21	21
	700.000	700.000	0	15	15
	800.000	800.000	0	6	6
	900.000	900.000	0	1	1
	1024.000	1024.000	82727	784	83511

<b>Technology</b>	<b>Downstream Bandwidth (in Mbps)</b>	<b>Upstream Bandwidth (in Mbps)</b>	<b>Consumer</b>	<b>Business / Govt</b>	<b>Total</b>
	2048.000	2048.000	0	68	68
	3072.000	3072.000	0	20	20
	4096.000	4096.000	0	13	13
	5120.000	5120.000	0	24	24
	6124.000	6124.000	0	3	3
	10240.000	10240.000	0	36	36
	20480.000	20480.000	0	1	1
	40960.000	40960.000	0	2	2
<b>Total</b>			<b>5180654</b>	<b>428809</b>	<b>5609463</b>

## Fixed Voice Subscription

### VGE Lines and VoIP Subscriptions by State and End-user Type

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Arizona	20436	16094	654328	443756
Arkansas	0	0	63765	32014
California	36146	26453	553399	355821
Connecticut	3945	3825	87153	63743
Florida	0	0	121782	75646
Georgia	0	0	45237	29353
Idaho	0	0	3400	2373
Iowa	907	833	14549	9141

<b>State</b>	<b>Total VGE Lines</b>	<b>Consumer VGE Lines</b>	<b>Total VoIP Subscriptions</b>	<b>Consumer VoIP Subscriptions</b>
<b>Kansas</b>	1441	667	153849	83243
<b>Louisiana</b>	4431	4173	273444	166661
<b>Massachusetts</b>	0	0	27	0
<b>Nebraska</b>	8798	7342	137981	76930
<b>Nevada</b>	0	0	326681	226992
<b>Ohio</b>	0	0	29233	22460
<b>Oklahoma</b>	7949	2663	319070	169274
<b>Rhode Island</b>	8953	7700	171710	106581
<b>Virginia</b>	21072	9546	429012	243584

<b>State</b>	<b>Total VGE Lines</b>	<b>Consumer VGE Lines</b>	<b>Total VoIP Subscriptions</b>	<b>Consumer VoIP Subscriptions</b>
<b>Total</b>	<b>114078</b>	<b>79296</b>	<b>3384620</b>	<b>2107572</b>

### **Fixed Voice Subscription (VGE Lines)**

#### **VGE Lines Provided to Unaffiliated Providers by State**

<b>State</b>	<b>Wholesale</b>	<b>UNE-L</b>
<b>Arizona</b>	0	0
<b>California</b>	0	0
<b>Connecticut</b>	0	0
<b>Iowa</b>	0	0
<b>Kansas</b>	0	0
<b>Louisiana</b>	0	0



State	Wholesale	UNE-L
Nebraska	0	0
Oklahoma	0	0
Rhode Island	0	0
Virginia	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**VGE Lines Provided to End Users by State, Bundle and Product Type**

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
Arizona	20436	14562	5874	1406	14688	3470	872

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
California	36146	23826	12320	1121	25332	5843	3850
Connecticut	3945	3486	459	78	3747	56	64
Iowa	907	717	190	42	791	39	35
Kansas	1441	647	794	74	593	482	292
Louisiana	4431	3688	743	298	3875	218	40
Nebraska	8798	6659	2139	332	7010	970	486
Oklahoma	7949	2552	5397	121	2542	2768	2518
Rhode Island	8953	6643	2310	260	7440	543	710

State	Total	by Bundle		by Product Type			
		Sold w/ Internet	Sold w/o Internet	Consumer		Bus-Govt	
				& No PIC	& PIC	& No PIC	& PIC
Virginia	21072	8869	12203	1054	8492	8631	2895
<b>Total</b>	<b>114078</b>	<b>71649</b>	<b>42429</b>	<b>4786</b>	<b>74510</b>	<b>23020</b>	<b>11762</b>

**VGE Lines Provided to End Users by State, Ownership and Last-mile Medium**

State	Total	by Ownership			by Last-mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
Arizona	20436	20093	343	0	3115	17321	0	0
California	36146	35196	950	0	4527	31619	0	0
Connecticut	3945	3945	0	0	72	3873	0	0

State	Total	by Ownership			by Last-mile Medium			
		Owned	UNE-L	Resale	FTTP	Coax	Fixed Wireless	Copper
Iowa	907	904	3	0	24	883	0	0
Kansas	1441	1403	38	0	532	909	0	0
Louisiana	4431	4411	20	0	2	4429	0	0
Nebraska	8798	8754	44	0	1108	7690	0	0
Oklahoma	7949	7531	418	0	3854	4095	0	0
Rhode Island	8953	8915	38	0	657	8296	0	0
Virginia	21072	20507	565	0	5097	15975	0	0
<b>Total</b>	<b>114078</b>	<b>111659</b>	<b>2419</b>	<b>0</b>	<b>18988</b>	<b>95090</b>	<b>0</b>	<b>0</b>

### Fixed Voice Subscription (iVoIP)

Over-the-top VoIP Subscriptions by State and End-user Type

<b>State</b>	<b>Total</b>	<b>Consumer</b>	<b>Business / Govt</b>
<b>Arizona</b>	0	0	0
<b>Arkansas</b>	0	0	0
<b>California</b>	0	0	0
<b>Connecticut</b>	0	0	0
<b>Florida</b>	0	0	0
<b>Georgia</b>	0	0	0
<b>Idaho</b>	0	0	0
<b>Iowa</b>	0	0	0
<b>Kansas</b>	0	0	0

<b>State</b>	<b>Total</b>	<b>Consumer</b>	<b>Business / Govt</b>
<b>Louisiana</b>	0	0	0
<b>Massachusetts</b>	27	0	27
<b>Nebraska</b>	0	0	0
<b>Nevada</b>	0	0	0
<b>Ohio</b>	0	0	0
<b>Oklahoma</b>	0	0	0
<b>Rhode Island</b>	0	0	0
<b>Virginia</b>	0	0	0
<b>Total</b>	<b>27</b>	<b>0</b>	<b>27</b>

All other VoIP Subscriptions by State, End-user Type, Bundle and Last-mile Medium

State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Arizona	654328	443756	210572	601981	52347	32721	621607	0	0
Arkansas	63765	32014	31751	58663	5102	4000	59765	0	0
California	553399	355821	197578	488736	64663	45701	507698	0	0
Connecticut	87153	63743	23410	83476	3677	3785	83368	0	0
Florida	121782	75646	46136	112039	9743	6241	115541	0	0
Georgia	45237	29353	15884	41618	3619	2031	43206	0	0
Idaho	3400	2373	1027	3128	272	121	3279	0	0
Iowa	14549	9141	5408	11661	2888	1120	13429	0	0

State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
<b>Kansas</b>	153849	83243	70606	135506	18343	16568	137281	0	0
<b>Louisiana</b>	273444	166661	106783	260354	13090	17326	256118	0	0
<b>Massachusetts</b>	0	0	0	0	0	0	0	0	0
<b>Nebraska</b>	137981	76930	61051	110957	27024	17634	120347	0	0
<b>Nevada</b>	326681	226992	99689	300546	26135	15409	311272	0	0
<b>Ohio</b>	29233	22460	6773	28619	614	892	28341	0	0
<b>Oklahoma</b>	319070	169274	149796	282166	36904	43493	275577	0	0
<b>Rhode Island</b>	171710	106581	65129	143027	28683	14205	157505	0	0



State	Total	by End-user Type		by Bundle		by Last-mile Medium			
		Consumer	Business / Government	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Virginia	429012	243584	185428	382510	46502	45761	383251	0	0
<b>Total</b>	<b>3384593</b>	<b>2107572</b>	<b>1277021</b>	<b>3044987</b>	<b>339606</b>	<b>267008</b>	<b>3117585</b>	<b>0</b>	<b>0</b>



VIRGINIA  
MEDIA

Sold To:  
City Ches City Attorney - CU80006219  
306 Cedar Rd  
Chesapeake, VA 23322-5514

Bill To:  
City Ches City Attorney - CU80006219  
306 Cedar Rd  
Chesapeake, VA 23322-5514

**Affidavit of Publication**

**Commonwealth of Virginia  
City of Newport News**

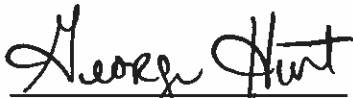
Order Number: 6392756  
Purchase Order:

This day, George Hunt appeared before me and, after being duly sworn, made oath that:

- 1) He/she is affidavit clerk of Clipper, a newspaper published by Virginian-Pilot Media Companies, LLC in the city of Chesapeake and the Commonwealth of Virginia and in the state of North Carolina.
- 2) That the advertisement hereto annexed has been published in said newspaper on the dates stated below
- 3) The advertisement has been produced on the websites classifieds.pilotonline.com and <https://www.publicnoticevirginia.com>


Published on: **Aug 04, 2019.**

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George Hunt

Subscribed and sworn to before me in my city and state on the day and year aforesaid this 5 day of August 20 19.

My commission expires 03/31/2023

  
Signature of Notary



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

TAKE NOTICE that the City of Chesapeake and Cox Communications will be submitting a joint application to The Department of Housing and Community Development (DHCD) for the Virginia Telecommunications Initiative (VATI). The primary objective of the VATI is to provide financial assistance to supplement construction costs by private sector broadband service providers, in partnership with local units of government to extend service to areas that presently are unserved by any broadband provider. DHCD will award funding to applicants to provide "Last-Mile" services, including "Middle Mile" networks, equipment, or other investments required to deliver "Last-Mile" service to "Unserved Areas" of the state. Unserved areas are defined as having broadband speeds of < 10 Mbps download and 1 Mbps upload.

The public comment is encouraged. Written comments will be received by City of Chesapeake at the following address on or before August 20, 2019: Department of Information Technology, 300 Shea Drive, Chesapeake, VA 23322, Attention: Chuck Williams, Assistant Director of Information Technology; or by phone at (757) 382-6391, by fax at (757) 382-8255 and TDD/TTY at 1-(800) 531-7697, during the hours of 8:00 AM to 5:00 PM.



**2019 Virginia Statewide Pricing for Residential Internet** *For internet plans that include other Cox services, we offer several bundle options to choose from. Pricing below does not reflect bundle pricing or promotional pricing for new customers.*

<b>Residential Internet</b>	<b>Starter 10</b>	<b>Connect2Compete</b>	<b>Essential 30</b>	<b>Preferred 150</b>	<b>Ultimate</b>	<b>Gigablast</b>
Download Speed	10	15	30	150	300	1000
Upload Speed	1	1	3	10	30	35-1000
Monthly Rate	\$44.99	\$9.95	\$65.99	\$83.99	\$104.99	\$119.99

**2019 Virginia Statewide Pricing for Business Internet** *With fast speeds, dedicated support and internet serviced built with business in mind, Cox has the flexible plans to fit the needs and boost the productivity of businesses. Cox Fiber Internet and Cox Optical Internet also available; consultations available by appointment.*

<b>Business Internet</b>	<b>Business Internet - 100</b>	<b>Business Internet - 200</b>	<b>Business Internet - 300</b>
Download Speed	100	200	300
Upload Speed	20	20	30
Online Backup Capacity	25G	25G	25G
# of Static IP Addresses	1	1	1
# Security Suite Licenses	25	25	25
Monthly Rate	\$84.99	\$134.99	\$184.99

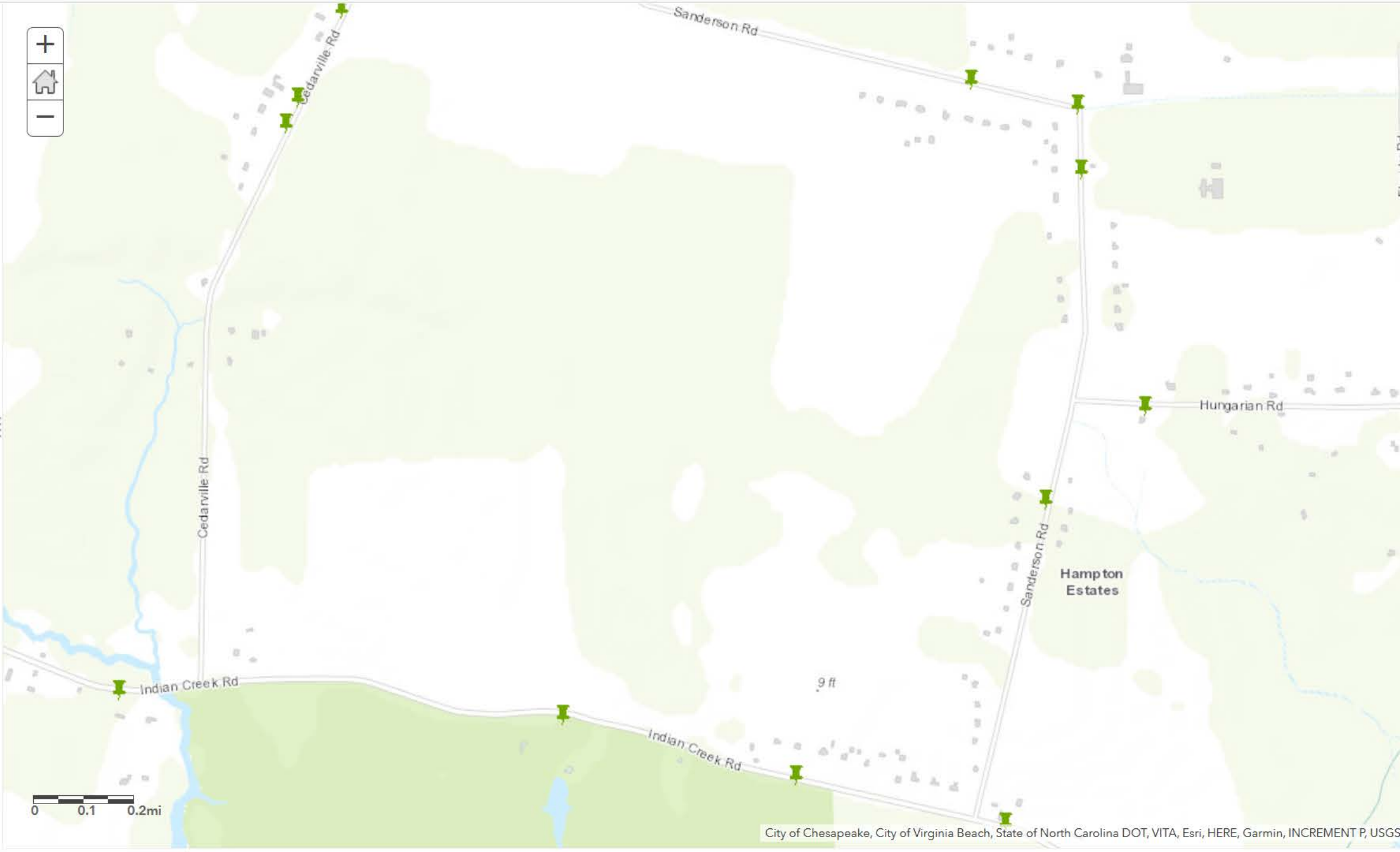
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- South Norfolk Business District
- Tax Increment Fund Zones (TIF)
- Census Tract 2010
- Neighborhoods
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