

Application to DHCD Submitted through CAMS

Gloucester County

Gloucester County Broadband - Wired Project

Application ID: 64508282019151401
Application Status: Pending
Program Name: Virginia Telecommunications Initiative 2020
Organization Name: Gloucester County
Organization Address: P.O. Box 329 / 6467 Main Street/
Gloucester, VA 23061
Profile Manager Name:
Profile Manager Phone:
Profile Manager Email:

Project Name: Gloucester County Broadband - Wired Project
Project Contact Name: Carol Steele
Project Contact Phone: (804) 693-4042
Project Contact Email: csteele@gloucesterva.info
Project Location: P.O. Box 329
Gloucester, VA 23061-0329
Project Service Area: Gloucester County

Total Requested Amount: \$369,181.00
Required Annual Audit Status: No Current Audits Found

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Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
Telecommunications	\$369,181.00	\$194,416.00	\$563,597.00
Construction	\$369,181.00	\$184,301.00	\$553,482.00
Construction Related Soft Costs	\$0.00	\$4,574.00	\$4,574.00
Contingencies	\$0.00	\$0.00	\$0.00
Other: Grant Administration	\$0.00	\$5,541.00	\$5,541.00
Total:	\$369,181.00	\$194,416.00	\$563,597.00

Budget Narrative:

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:

Gloucester County submitted both a wired and a wireless application. The combination of the two proposals will reduce the number of unserved residents in the County by 65%.

Please refer to Attachment 1 which shows both geographic areas. The VATI project will provide broadband access to 35 homes in the Heywood Lane neighborhood and 33 homes in the Fairfield Lane and Colony Lane neighborhood. Through Cox Communications, residents and businesses will have access up to 1 Gbps/35 Mbps high-speed broadband availability, which in addition to everyday use will also support home-based businesses and telecommuting.

Utilizing technology most appropriate to the site not only meets the grant requirements, it provides for an overall cost effectiveness. The wired sites are both located in the Hayes area of the County and are currently served by Cox Communications. The selected addresses are gaps in service and the cost to connect them is prohibitive without assistance. The sites were also chosen because the work in both neighborhoods can be completed within the 12-month time frame; the Heywood Lane project will be accomplished in just six months.

The majority of workers in Gloucester County commute to Newport News, Williamsburg, Hampton and other Hampton Roads locations. This is especially true for the residents who live in Hayes and Gloucester Point. To ease traffic congestion, reduce required building space and provide an employee benefit, numerous private and public employers are offering the opportunity for workers to telecommute. Many residents have complained to

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County Administration and the Board of Supervisors about their inability to take advantage of telecommuting because of the lack of broadband. Providing these residents broadband will give them options that could have tremendous economic and environmental benefits.

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:

Gloucester County has very limited choice for broadband. Cox Communications is the only provider of broadband services that meets the required speed. Other services including the use of cell phones, DSL and satellite do not meet the minimum criteria for the VATI grant. Neighboring communities share Zip Codes with Gloucester County, but not the same broadband services. Limited fixed wireless is available in some areas of the County, but again the minimum of 25/3 unlimited access requirement is not met.

Attachment 2 shows the research conducted to locate all providers and includes service maps. In addition, a broad scale map of where Cox has service in Gloucester County is included with the attachment.

The grant project will give residents and business owners the best available broadband service. Cox Communications would provide substantially and consistently higher quality broadband coverage and faster service of up to 1 Gbps/35 Mbps, which exceeds the minimum criteria.

Documentation on CAF Funding Area is shown on Attachment 3. At this time, the program does not impact Gloucester County.

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:

As demonstrated in Attachment 2 and noted previously, Cox is the only provider of broadband in the County. Other companies such as Verizon Wireless and HughesNet can provide speeds that are both below and above the 10/1 speed definition for unserved areas. Their speeds are not consistent though and are subject to throttling back.

Cell service is a poor substitute for broadband but the only source many residents have. We are not aware of any providers that offer more than 10/1 Mbps other than satellite. The only other existing providers are cell phone carriers. Please see documentation on Attachment 2 for additional information.

The other VATI application that Gloucester County submitted is not near either neighborhood and there will be not

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be an overlap.

Cox Communications provided the County with a map indicating where they did not have service. The addresses for both neighborhoods were individually checked using the self-service address check on the Cox Communications website to verify that they were unserved.

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:

The project will provide 68 homes with access to Cox Communications. Attachment 18 shows the locations and includes an aerial view of the Fairfield Plantation and a commercial business in the Fairfield Lane neighborhood. According to the Gloucester County School System, six students receive free or reduced lunches and will be eligible for the Compet2Connect program. In addition, three middle school students will receive Chromebooks to use at home and will be able to access broadband at home if they subscribe to Cox.

The national Connect2Compete Cox program will provide those families with financial needs that qualify their children for free or reduced lunches a greatly reduced fee of \$9.95 a month for broadband Services. Students who are provided the Chromebooks will have the opportunity to connect to the Internet from home and fully utilize the resource rather than having to limit work at home to what is downloaded on the device.

The area includes one commercial business and 10 home based businesses. This information was gathered by cross referencing the addresses with the County's listing of business licenses. The neighborhoods are in areas that generally have coverage and residents have complained on why they don't have access. For example, a resident of the Fairfield area is Pat Michura, the former Human Services Director for Gloucester County. She retired in 2018, but while working for the County, she commented about her limited cell service requiring her to go to the end of the driveway to make and receive calls. She had to either drive to work or go to the Gloucester Point Library for access to the Internet. Residents were attracted to the area for its large parcels and privacy, but those features made obtaining broadband services cost prohibitive. Ms. Michura is one example of many.

A unique feature of the Fairfield Lane location is that the road is adjacent to a 223-acre historical site owned by The Fairfield Foundation. The property doesn't include any structures other than the ruins from the 17th Century Manor Home of the Fairfield Plantation and other historic structures that once stood on the property. In the future, when a Visitor Center or other facility is constructed, it will be much easier for them to connect to Cox because of the line extension.

The Heywood site includes waterfront homes along a small creek. The residents don't understand why people on the other side of the creek and to the sides of their area have Cox Communication and they do not. Heywood Lane extends for a long, wooded stretch towards the water and their homes. The fact that there is a cluster of homes together is offset by the long road leading to them. It would not be financially feasible for Cox Communications to run access to the neighborhood without the grant.

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:

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The project areas are residential, however, one commercial business, Trans Atlantic Diesels, a marine related business, and 10 home based licensed businesses are in the proposed area. This information was gathered by cross referencing the addresses with the County's listing of business licenses.

The project will be of great benefit for all of the businesses, which currently have extremely limited options for connectivity. When The Fairfield Foundation develops a facility for public access, they will in line to be connected because of this project bringing service next to them. Broadband may also be of benefit to the farmer who leases a large portion of the site. The property has an easement on it and agricultural uses will continue to occur even when office/visitor structures are completed. The farmer may be able to access Wi-Fi via the broadband.

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:

Gloucester County conducted a direct mail survey to all of the homes who do not have access to broadband. The survey's 46% response rate is a very high rate for a mail survey and indicative of the interest in broadband services.

88% responded that they want broadband with another 4% answering that they were not sure. With reasonable rates, that are acceptable to the undecided, that could mean as high as a 92% take rate!

The questionnaire also asked about people's willingness to pay for broadband at varying thresholds. The cost for Cox services that meets the minimum requirement of 25/5 will be \$65.99 a month. 30% of the respondents said they would pay up to \$80 a month for broadband. A total of 56% were willing to pay up to \$60 a month. It can be inferred that many of these people would pay slightly more for the \$65.99 rate. Another 11% stated they were unsure of how much they would pay. With Cox's full line of options and bundle packages, a sizeable portion of the 11% may subscribe to Cox.

Cox also offers options for people to buy a slower speed service with a cost of only \$44.99 a month would be more affordable to those with limited financial resources. Also, there are various low-cost promotional offers to new residential customers and Cox offers discounted internet (\$9.95) through the Connect2Compete program for qualifying families with a student (k-12) receiving free or reduced lunch through the National School Lunch Program or benefiting from SNAP or TANF programs.

Gloucester County is in the process of hiring a new Public Information Manager and Coordinator for Community Engagement and Public Information. Both of these staff as well as the Assistant County Administrator will be involved with providing the public with information about the project which will help increase awareness and potentially increase the take rate. The County will utilize both print and social media for announcements.

Considering all of these factors and the increasing need and demand for broadband connectivity, a take rate of 60% or greater can be predicted.

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

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infrastructure will be installed?

Answer:

N/A

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 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.

Information on the price structure and tiers is detailed on Attachment 16.

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:

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.

The location of the proposed locations are within a heavily saturated Cox Communications service area. It was a logical decision to continue the same technology. Residents and businesses will also benefit from future speed increases as Cox continues to invest in upgrades to its network with the goal of providing 10 gigabit service to every serviceable resident. The network will also enable customers to access video, telephone and home security/automation services available through Cox Communications.

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; 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.

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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:

The plan (Attachment 6) demonstrates a commitment to reach the 2020 completion date with a steady and phased-in process to include: creating project account, performing field survey for construction, completing Dominion Power pole application process, designing project, securing VDOT permits and private property easements, ordering project materials, setting power supply units, performing aerial and underground construction, activating the network, and releasing the addresses. Cox Communications personnel overseeing the planning and construction phases have thoroughly reviewed the project management plan and timeline to confirm that all resources are available to complete the project by the required time frame.

Gloucester County is committed to the partnership with Cox on the project and will work alongside with Cox in managing the grant. The technical expertise Cox brings along with the County's ability to manage the grant and assist with public information and notifications makes for a great partnership. The County has formally endorsed the project by providing in-kind and a cash match.

The formal relationship between the County and Cox Communications is outlined in the attached franchise agreement (Attachment 7). The Board of Supervisors support the project as well as the County Administrator's and Cox Communications can be found in Attachment 8.

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:

Attachments 9 and 10 show the level of commitment that both Cox Communications and Gloucester County have for the project. We recognize that wired projects are more expensive, especially when reaching more rural locations. Gloucester County will provide both in-kind and cash match to help offset the project's expense. The County's contribution of in-kind services to manage the grant totals to \$5,541 in value. The County has also

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pledged \$61,300 as a cash match.

Cox Communication has pledged \$127,575 in in-kind services and equipment. The attached details show the breakdown for their match.

No vendor quotes are provided because Cox uses internal employees and corporate contracted resources to perform the proposed work. No quotes will need to be obtained for this project as they are built in to 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:

The County of Gloucester is working with Cox Communications, a nationally recognized provider of digital cable television and telecommunications services. Cox Communications is the third largest telecommunications corporation in the United States, serving more than 6.2 million customers, including 3.5 million internet subscribers. Cox and Gloucester County entered into their first cable television franchise agreement, and partnership in 2005. Since that time the county and Cox have experienced a collaborative and mutually beneficial working relationship. Cox Communications has been greatly challenged to provide broadband services to certain rural areas and this grant opportunity presents a viable means and solution to expand services where it would otherwise be financially unfeasible.

The project management role will be shared. Cox Communications will manage project design, construction and service provision to customers. Gloucester County will serve as the fiscal agent, contract administrator, and provide project oversight to ensure strict compliance with local ordinances and grant requirements, as well as ensure project completion by end of calendar year 2020. Gloucester and Cox Communications completed a previous VATI grant and is ready and staged for another successful project.

Cox will provide 23% of the project cost, exceeding the grant requirement on their own. In addition, Gloucester County will provide \$66,841 towards the project, equaling to 12% of the budget. The financial commitment of both applicants totals to \$194,416 and provides for over 34% of the cost.

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:

Role	Name	Title	Responsibilities
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Gloucester County Fiscal Agent	Andrea Cooper	Accounting and Budget Manger	Provide fiduciary oversight, financial management, and administrative services to ensure fiscal compliance with requirements, accurate and timely payment of expenses.
Gloucester County VATI Grant Project Manager & Cox Liaison	Carol Steele	Assistant County Administrator	Provide direct oversight and review to ensure grant completion by Cox Communications of construction services by the grant deadline. Responsible for completion of project update reports to Commonwealth. Also serve as primary county liaison to Cox Communications. Report progress to County Administration Board of Supervisors.
Cox Communications Project Manager	Anthony Crish	Planning and Construction Supervisor	Oversee and implement project planning, design, construction and service provision to customers in the identified unserved areas. Ensure timely completion by December 31, 2022 or 12 months date.
Cox Communications Construction Planner	Bart Drummond	Construction Planner	Oversee and implement project planning, design, construction and service provision to customers in the identified unserved areas. Ensure timely completion by December 31, 2022 or 12 months date.
Cox Communications Liaison	Sara Buck	Cox Public Affairs Manager	Serve as the Cox Communications' liaison to the County for the VATI Project and address any issues or challenges to project completion.

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 itemized budget is detailed in Attachment 11. As indicated in Attachment 12, Cox provided the information to support the budget. No vendor quotes were necessary or other documentation for the cost estimates.

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:

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- a. Total State funding requested / Total Project cost
- b. Number of serviceable units
- c. Highest residential speed available

Answer:

The State share of the project is 66%

The cost per unit is \$5,429

The Internet speed will be as high as 1 Gbps/35 Mbps

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:

Gloucester County staff have extensive experience with managing grants. Attachment 19 provides examples of some of the grants that Gloucester has been awarded and managed.

Cox Communications is the third largest cable television company in the United States and provides video and telecommunications services in Hampton Roads, Northern Virginia, and Roanoke. Cox has been operating in Hampton Roads for more than 40 years and continues to invest heavily in its network. In the past 10 years alone, Cox has invested approximately \$2 billion dollars in its Virginia network. These investments have not only allowed Cox to continue upgrading broadband speeds, it has allowed Cox to be the first national provider to begin deploying one gigabit ("Gigablast") broadband to residents in Virginia. Cox will continue investing in the network with a goal of providing 10 gigabit service to every serviceable resident. Offering gigabit speed is nothing new for Cox; it has been offering business access to multi-gigabit services for years through dedicated fiber networks.

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:

N/A

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

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c. Attachment 16 – XXXXXXXX

d. Attachment 17 – XXXXXXXX

e. Attachment 18 – XXXXXXXX

f. Attachment 19 – XXXXXXXX

Answer:

Attachment 16 - Price Structure and Tiers

Attachment 17 - Additional Letters of Support

Attachment 18 - Neighborhood Maps

Attachment 19 - Grant History Examples

Attachments:

Map(s) of project area, including proposed infrastructure

Attachment1ProjectAreaMaps830201991920.pdf

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

Attachment2ExistingProviderMap830201990943.pdf

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

Attachment3DocumentationonCAFFundingArea92201971124.pdf

Documentation that proposed project area is unserved based on VATI criteria

Attachment4DocumentationUnseredArea830201992135.xlsx

Project Management Plan

Attachment6TimelineProjectManagmentPlan830201992330.xlsx

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

Attachment7RelationshipbetweenApplicantandCoapplicantGloucesterCountyFranchiseAgreementwithCox92201990343.pdf

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Letters of Support

Attachment8LettersofSupport92201991406.pdf

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

Attachment9DocumentationofMatchFunding93201992043.xlsx

Funding Sources Table

Attachment10FundingSourcesTable922019114726.docx

Derivation of Cost (Project Budget)

Attachment11DerivationofCostEstimates922019114227.xlsx

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

Attachment12DocumentationofSupportingCost922019103924.pdf

Two most recent Form 477 submitted to FCC

Attachment14477Filing922019111856.docx

Copy of Public Notice

Attachment15CopyofPublicNotice830201991034.pdf

Optional

Attachment19GrantHistoryExamples922019112231.pdf

Optional

Attachment18NeighborhoodMaps922019112116.pdf

Optional

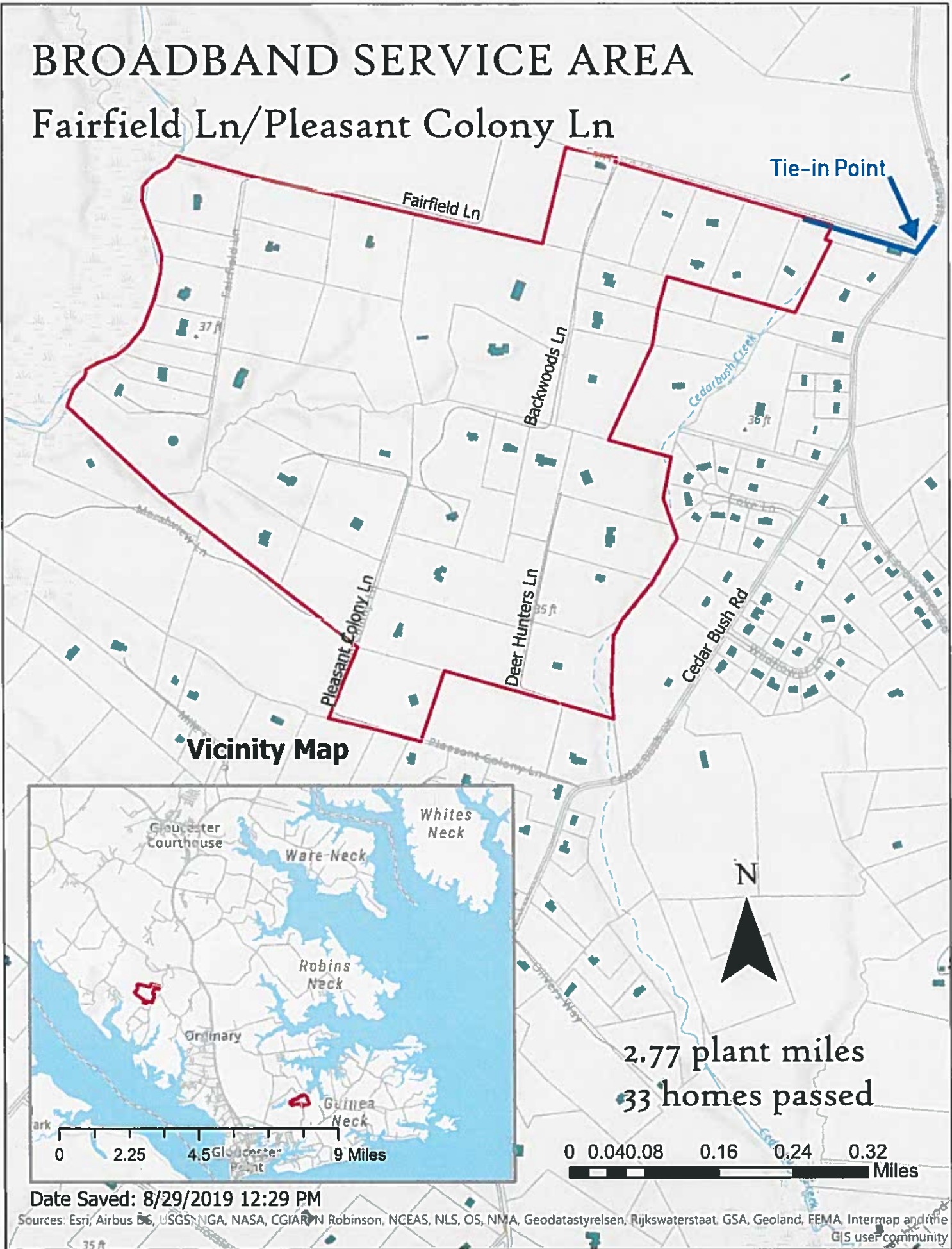
Attachment16PriceStructureandTiers922019110523.pdf

Optional

Attachment17AdditionalLettersofSupport922019110622.pdf

BROADBAND SERVICE AREA

Fairfield Ln/Pleasant Colony Ln

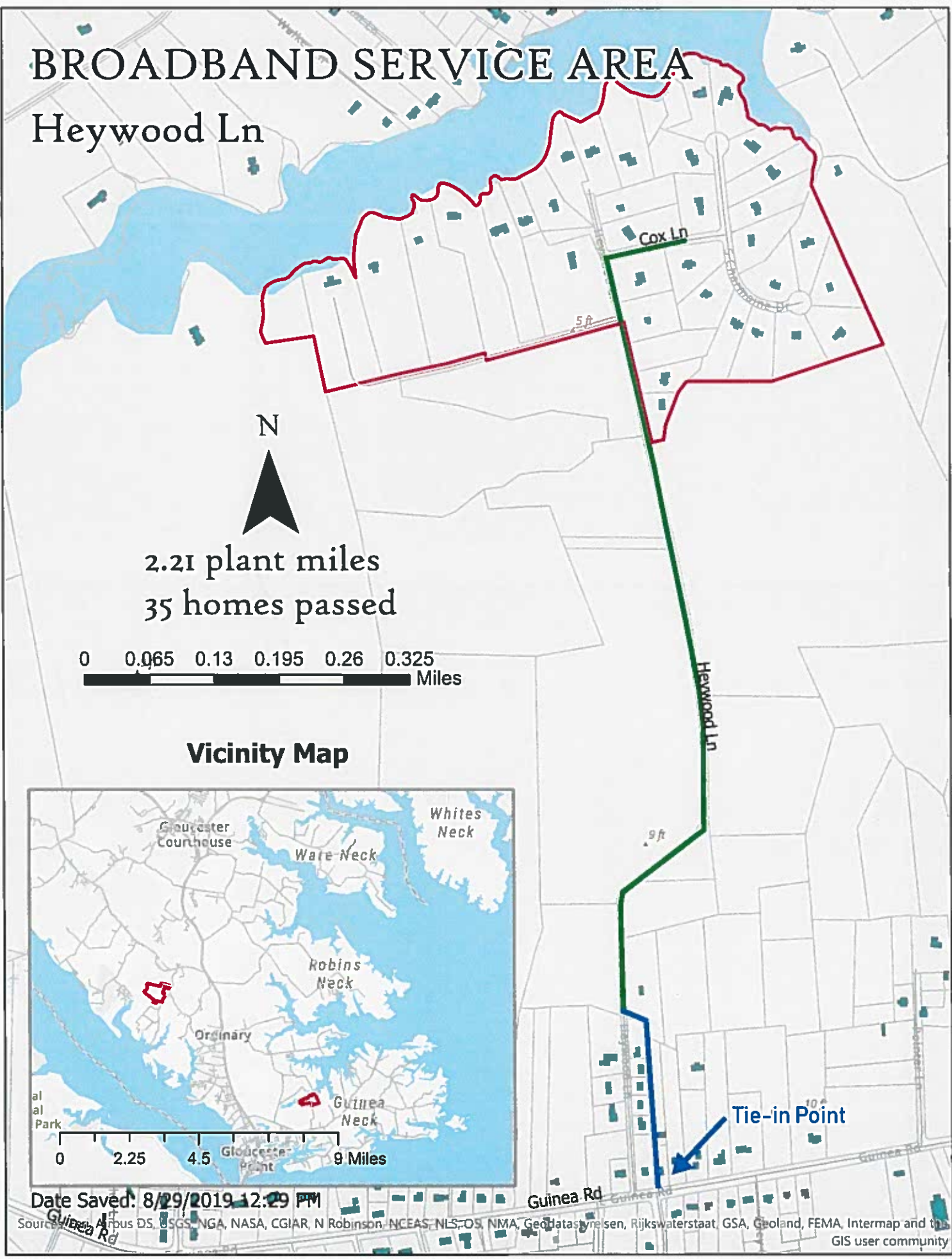


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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyselsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

BROADBAND SERVICE AREA

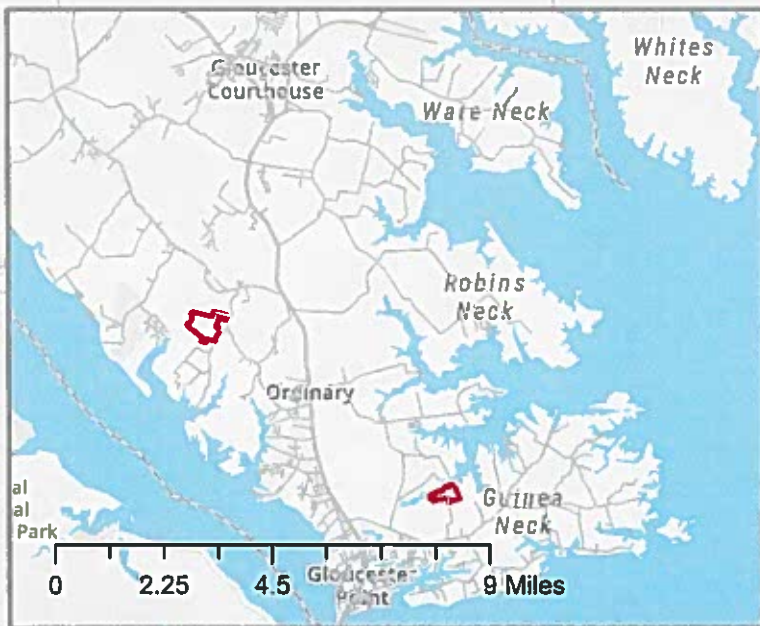
Heywood Ln



2.21 plant miles
35 homes passed

0 0.065 0.13 0.195 0.26 0.325 Miles

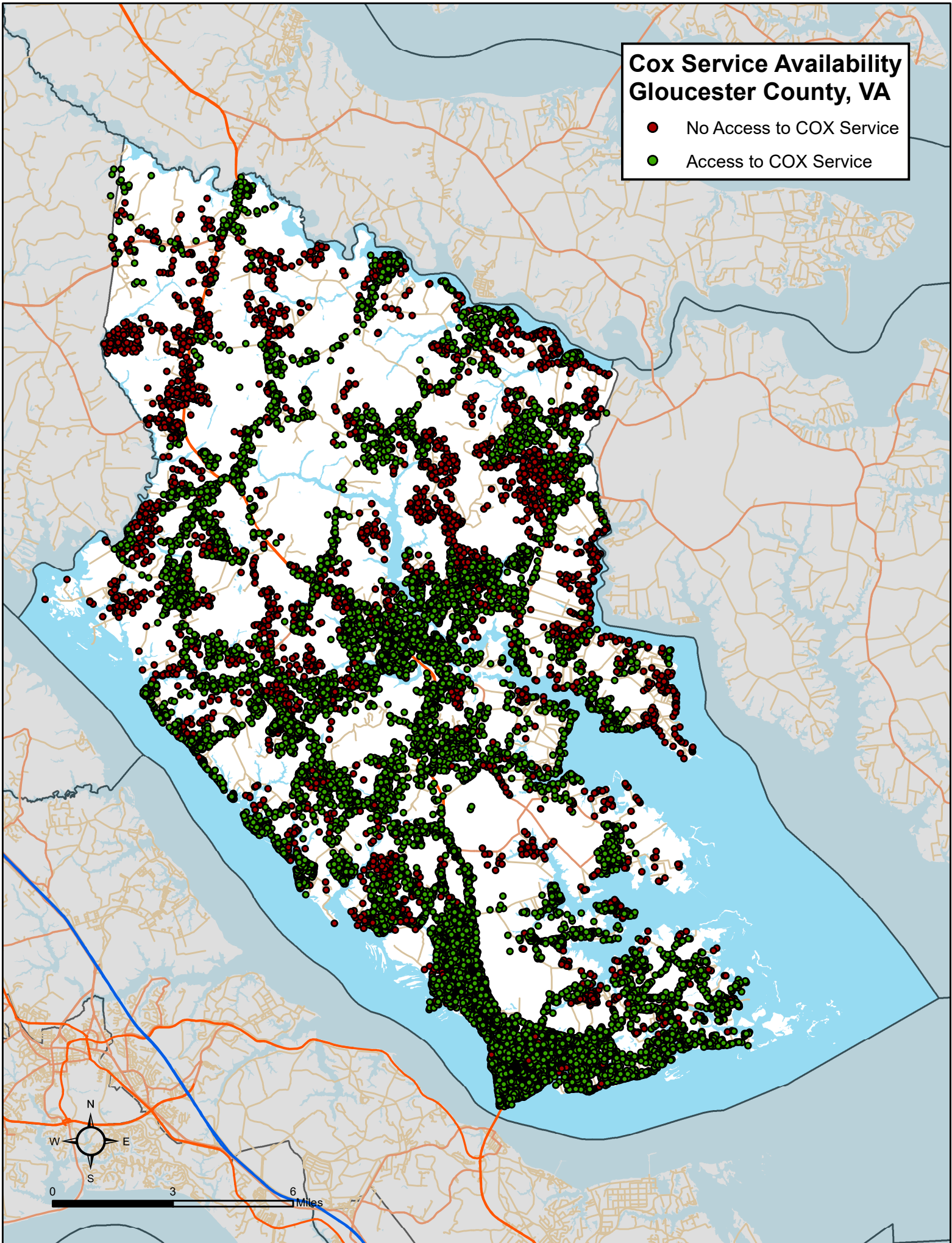
Vicinity Map



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Cox Service Availability Gloucester County, VA

- No Access to COX Service
- Access to COX Service



CAF Funding Area

The map below shows that King and Queen County is part of the CAF Phase II. The map below shows the County border as a reference.

Federal Communications Commission

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Connect America Fund Phase II: Auction 903 Results

Data as of 8/28/18



Addresses of Unserved Addresses

Fairfield Lane/Pleasant Colony Lane Area		Heywood Lane Area	
Address	Broadband Status	Address	Broadband Status
1 4526 Cedar Bush Rd	23072 Has broadband	1 2879 Thornton Ln	23072 Has broadband
2 5728 Fairfield Ln	23061 No Access	2 8694 Cox Ln	23072 Has broadband
3 5747 Fairfield Ln	23072 No Access	3 3813 Brumfield Ln	23061 Has broadband
4 6018 Fairfield Ln	23072 No Access	4 6737 Olivis Rd	23061 No Access
5 6050 Fairfield Ln	23072 No Access	5 3735 Morris Farm Ln	23061 No Access
6 4555 Backwoods Ln	23072 No Access	6 4017 Valley Front Ln	23061 No Access
7 4533 Backwoods Ln	23072 No Access	7 4014 Valley Front Ln	23061 No Access
8 5906 Fairfield Ln	23072 No Access	8 6874 Burgess Rd	23061 No Access
9 6128 Fairfield Ln	23072 No Access	9 3420 Morris Farm Ln	23061 No Access
10 6100 Fairfield Ln	23072 No Access	10 3321 Morris Farm Ln	23061 No Access
11 4516 Pleasant Colony Ln	23061 No Access	11 3319 Morris Farm Ln	23061 No Access
12 4632 Pleasant Colony Ln	23061 No Access	12 3397 Morris Farm Ln	23061 No Access
13 4367 Marshview Ln	23061 No Access	13 3578 Morris Farm Ln	23061 No Access
14 4487 Marshview Ln	23061 No Access	14 3694 Morris Farm Ln	23061 No Access
15 4405 Backwoods Ln	23072 No Access	15 6453 Silky Way	23061 No Access
16 4483 Pleasant Colony Ln	23072 No Access	16 2620 Charmaine Dr	23072 No Access
17 5662 Fairfield Ln	23072 No Access	17 2654 Charmaine Dr	23072 No Access
18 5818 Fairfield Ln	23072 No Access	18 2640 Charmaine Dr	23072 No Access
19 5902 Fairfield Ln	23072 No Access	19 2628 Charmaine Dr	23072 No Access
20 6072 Fairfield Ln	23072 No Access	20 2553 Heywood Ln	23072 No Access
21 5898 Fairfield Ln	23072 No Access	21 2567 Heywood Ln	23072 No Access
22 4376 Deer Hunters Ln	23072 No Access	22 2599 Heywood Ln	23072 No Access
23 4499 Pleasant Colony Ln	23072 No Access	23 2615 Charmaine Dr	23072 No Access
24 5583 Fairfield Ln	23061 No Access	24 2619 Charmaine Dr	23072 No Access
25 5647 Fairfield Ln	23072 No Access	25 2670 Charmaine Dr	23072 No Access
26 4432 Deer Hunters Ln	23072 No Access	26 2651 Charmaine Dr	23072 No Access
27 4452 Deer Hunters Ln	23072 No Access	27 2621 Heywood Ln	23072 No Access
28 4399 Pleasant Colony Ln	23072 No Access	28 2645 Heywood Ln	23072 No Access
29 5697 Fairfield Ln	23072 No Access	29 2630 Heywood Ln	23072 No Access
30 4584 Marshview Ln	23061 No Access	30 8415 Myrtle Branch Ln	23072 No Access
31 5614 Fairfield Ln	23072 No Access	31 2676 Alexander Ln	23072 No Access
32 4469 Backwoods Ln	23072 No Access	32 2711 Charmaine Dr	23072 No Access
33 4455 Backwoods Ln	23072 No Access	33 2727 Charmaine Dr	23072 No Access
34 4350 Backwoods Ln	23072 No Access	34 2701 Charmaine Dr	23072 No Access
35 5667 Fairfield Ln	23072 No Access	35 2657 Heywood Ln	23072 No Access
36 6074 Fairfield Ln	23072 No Access	36 2671 Heywood Ln	23072 No Access
37 4497 Backwoods Ln	23072 No Access	37 2642 Heywood Ln	23072 No Access
38 4324 Deer Hunters Ln	23072 No Access	38 2684 Heywood Ln	23072 No Access
39 4567 Pleasant Colony Ln	23072 No Access	39 2687 Heywood Ln	23072 No Access
97% Unserved - 1 structure with service and 38 without		40 8499 Myrtle Branch Ln	23072 No Access
		41 2742 Alexander Ln	23072 No Access
		42 2737 Charmaine Dr	23072 No Access
		43 2734 Charmaine Dr	23072 No Access
		44 2723 Alexander Ln	23072 No Access
		45 2668 Thornton Ln	23072 No Access
Heywood Lane Area			
Address	Broadband Status		
46 2619 Snowden Ln	23072 No Access		
47 2655 Snowden Ln	23072 No Access		
48 6675 Olivis Rd	23061 No Access		
49 3334 Morris Farm Ln	23061 No Access		
50 2700 Charmaine Dr	23072 No Access		

51	6407 Silky Way	23061	No Access
52	2732 Charmaine Dr	23072	No Access
53	6583 Olivis Rd	23061	No Access
54	6584 Olivis Rd	23061	No Access
55	6731 Burgess Rd	23061	No Access
56	3461 Morris Farm Ln	23061	No Access
57	4350 Valley Front Ln	23061	No Access
58	8517 Myrtle Branch Ln	23072	No Access
59	8513 Myrtle Branch Ln	23072	No Access
60	2638 Snowden Ln	23072	No Access
61	4224 Valley Front Ln	23061	No Access
62	6493 Cowpen Neck Rd	23061	No Access
63	2689 Charmaine Dr	23072	No Access
64	8455 Myrtle Branch Ln	23072	No Access
65	2170 Fishermans Landing Lr	23072	No Access
66	6405 Silky Way	23061	No Access
67	3608 Morris Farm Ln	23061	No Access
68	8465 Myrtle Branch Ln	23072	No Access
69	6803 Olivis Rd	23061	No Access
70	4161 Valley Front Ln	23061	No Access
71	4105 Valley Front Ln	23061	No Access
72	2592 Snowden Ln	23072	No Access
73	2888 Thornton Ln	23072	No Access
74	4056 Valley Front Ln	23061	No Access
75	2576 Snowden Ln	23072	No Access
76	2578 Snowden Ln	23072	No Access

96% Unserved - 3 structures with service and 73 without

Fairfield and Pleasant Colony

Task	Responsible Person	Entity	Project Time Line											
			Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec
Project review pending State Approval	State-County		█	█										
Create project account	Cox Planner & Leader	Cox			█	█								
Perform field survey for ug-aerial constr.	Cox Project Planner	Cox			█		█							
Secure private property easements	Cox Project Planner	Cox				█	█	█	█					
Dominion Power pole application process	Cox Project Planner	Cox & DVP						█	█					
Prepare field construction drawings	Cox Project Planner	Cox					█	█	█					
Secure VDOT permits	Cox Project Planner	Cox & VDOT						█	█					
Order project material	Cox Project Planner	Cox						█	█					
Set power supply units	Cox Project Planner	Cox & DVP							█	█	█	█		
Perform aerial construction	Cox Project Planner	Cox							█	█	█	█	█	
Perform underground construction	Cox Project Planner	Cox							█	█	█	█	█	
Activate-Test the network	Cox Project Planner	Cox									█	█	█	
Release the addresses for service	Cox Project Planner	Cox											█	█

Heywood Lane

Task	Responsible Person	Entity	Project Time Line											
			Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec
Project review pending State Approval	State-County		█	█										
Create project account	Cox Planner & Leader	Cox			█									
Perform field survey for ug-aerial constr.	Cox Project Planner	Cox			█									
Secure private property easements	Cox Project Planner	Cox			█	█								
Dominion Power pole application process	Cox Project Planner	Cox & DVP			█	█								
Prepare field construction drawings	Cox Project Planner	Cox			█									
Secure VDOT permits	Cox Project Planner	Cox & VDOT				█								
Order project material	Cox Project Planner	Cox			█	█								
Set power supply units	Cox Project Planner	Cox & DVP				█	█							
Perform aerial construction	Cox Project Planner	Cox				█	█	█						
Perform underground construction	Cox Project Planner	Cox				█	█	█						
Activate-Test the network	Cox Project Planner	Cox						█						



Government Affairs
1341 Crossways Boulevard
Chesapeake, Virginia 23320
757-369-4632

COPY

August 14, 2013

Brenda Garton
County Administrator
Gloucester County
P.O. Box 329
Gloucester, VA 23061

Re: Franchise Extension

Dear Ms. Garton:

According to our records, the cable franchise between Cox Communications Hampton Roads, LLC ("Cox") and Gloucester County is eligible for an extension of the franchise term. Please consider this a formal notification that Cox has chosen to exercise its right as set forth in Section 2, Paragraph 4 of the Franchise Agreement to extend the term of this franchise for an additional five years. With this extension, Cox's Franchise Agreement will now expire on March 2, 2021.

We are dedicated to providing the residents of the County with high quality cable television programming and services for many years to come.

If you have any questions, please do not hesitate to contact me directly at 757-369-4632. In the meantime, we would appreciate your signing where indicated below to acknowledge your receipt of this letter and returning a copy of the signed document for our records.

Sincerely,

Barrett Stork
Manager, Government Affairs

Cc: Christi A. Lewis, Director
Gloucester Community Education
P.O. Box 1306
Gloucester, VA 23061

CC: Ted W.
Christi L.
File

Tracy Kubicz
Government Affairs Coordinator
1314 Crossways Blvd
Chesapeake, VA 23320
(757) 222-8158 Office
(757) 779-6974 Cell



Federal Express

March 3, 2011

Ms. Brenda Garton
County Administrator
6467 Main Street
Gloucester, Virginia 23061

**Re: Franchise Agreement by and between Gloucester County and Cox
Communications Hampton Roads, LLC**

Dear Ms. Garton:

Enclosed please find an executed copy of our Franchise Agreement.

If you have any questions, please do not hesitate to contact me at (757) 222-8158 or
Kathryn Falk, Vice President of Government Affairs, (703) 480-5248.

We look forward to continuing to serve the residents, businesses and organizations
Gloucester County.

Sincerely,

Tracy Kubicz

Enclosure

At a meeting of the Gloucester County Board of Supervisors held on Tuesday, February 15, 2011 in the Colonial Courthouse, located at 6504 Main Street, Gloucester, Virginia: On a motion duly made by Ms. Theberge, and seconded by Mr. Crewe the following Ordinance was adopted by the following vote:

Carter M. Borden, yes;
Robert A. Crewe, yes;
John H. Northstein, yes;
Michelle R. Ressler, yes;
Christian D. Rilee, yes;
Louise D. Theberge, yes;
Gregory Woodard, yes;

AN ORDINANCE GRANTING A RENEWAL OF THE CABLE TELEVISION FRANCHISE TO COX COMMUNICATIONS, LLC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF GLOUCESTER, VIRGINIA, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE RENEWED FRANCHISE, PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY, AND PRESCRIBING PENALTIES FOR VIOLATIONS.

WHEREAS, on December 6, 2005, the Board of Supervisors of Gloucester County, Virginia granted a non-exclusive cable system franchise to Cox Communications Hampton Roads, LLC; and

WHEREAS, the franchise agreement between Cox Communications, LLC and the County expired on December 5, 2010; and

WHEREAS, Cox Communications, LLC requested and received from this Board an extension of time, until March 1, 2011, to complete negotiations and to prepare the franchise agreement for presentation and consideration by this Board; and

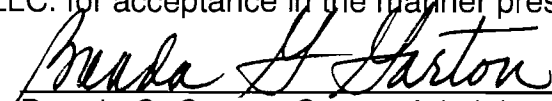
WHEREAS, during that extension of time, in an effort to renew the current cable television franchise agreement, the County continued renewal negotiations with Cox Communication, LLC pursuant to Va. Code Section 15.2-2108.30 and 47 U.S.C. 546(h); and

WHEREAS, the County completed negotiations, and the franchise renewal agreement is hereby presented for the consideration of this Board; and

WHEREAS, a duly advertised public hearing was held on February 15, 2011.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Gloucester County Board of Supervisors this 15th day of February, 2011, that the attached non-exclusive Gloucester County/Cox Communications Cable Television Franchise Renewal Agreement is hereby approved and adopted, and that this adoption by the Board be confirmed by the Chair affixing his signature to the Agreement and forwarding it to Cox Communications, LLC. for acceptance in the manner prescribed therein.

A Copy Teste:


Brenda G. Garton, County Administrator

**GLOUCESTER COUNTY
COX COMMUNICATIONS
CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

February 15, 2011

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**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Gloucester County/Cox Communications Cable Television Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The words "shall" and "will" are always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
 - a. "Access Channel" means a video Channel for the transmission of non-commercial Governmental or Educational access programming as directed by the County of Gloucester or Gloucester County Public Schools.

 - b. "Applicable Laws" means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.

 - c. "Basic Cable 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 Access Channels required to be carried on the Basic Service Tier.

 - d. "Board" means the Board of Supervisors of Gloucester County, Virginia.

 - e. "Cable Service" or "Service" means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(6).

 - f. "Cable System" or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;
 - iii. a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) 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;
 - iv. an open video system that complies with 47 U.S.C. § 573;
 - v. any facilities of any electric utility used solely for operating its electric utility systems; or
 - vi. a facility that serves fewer than twenty (20) subscribers; or fewer than fifty (50) subscribers within the County if such subscribers are part of a larger system franchised in an adjacent locality.
- g. "Channel" or "Cable Channel" means 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 FCC.
- h. "Communications Sales and Use Tax" means all applicable requirements as defined under the provisions of Section 58.1-645 of the Code of Virginia (the "Communications Sales and Use Tax") in its current form and as may be amended.
- i. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the Service.
- j. "County" means the County of Gloucester, Virginia.
- k. "County Administrator" means the County Administrator of Gloucester County, Virginia, as defined by the Code of Virginia.
- l. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

- m. "EG Access" means the designated educational and governmental access Channels for the County and public school system.
- n. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- o. "Franchise" or "Cable Franchise" means this franchise ordinance and the regulatory and contractual relationship established hereby.
- p. "Grantee" is Cox Communications Hampton Roads, LLC, its lawful successors, transferees or assignees.
- q. "Installation" means the connection of the Cable System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- r. "Normal Business Hours" means those hours during which most similar businesses in County are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours.
- s. "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee 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 Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
- t. "Other Programming Service" means information that a cable operator makes available to all Subscribers generally.
- u. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Other Programming Services.
- v. "Person" is any Person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- w. "Public Property" is any real estate owned by the County, other than a Right-of-Way,
- x. "Right-of-Way" or "Rights-of-Way" means all public streets and utility easements, now or hereafter held or controlled by the County, but only to

the extent of the County's right, title, interest, or authority to grant a franchise to occupy said areas for a cable system.

- y. "Service Area" or "Franchise Area" means the entire geographic area within the County as it is now constituted or may in the future be constituted.
- z. "Service Interruption" means the loss of picture or sound on one (1) or more Cable Channels.
- aa. "Standard Installation" means any residential or commercial Installation which can be completed using a Drop of two hundred (200) feet or less.
- bb. "Street" means the area on, below, or above any street, road, highway, lane, pathway, alley, sidewalk, boulevard, driveway or any easement now or hereafter held by the County which shall, within its proper use and meaning, in the sole opinion of County, entitle Grantee to the use thereof for the purpose of installing facilities and equipment ordinarily necessary and appurtenant to a cable system.
- cc. "Subscriber" means any Person who lawfully receives Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant not the building owner, except in the case of a bulk services agreement.
- dd. "Utility easement" means any easement owned by the County and acquired, established, dedicated or devoted for public utility purposes not inconsistent with the cable system.
- ee. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Failure of Grantee to provide a System as described herein, or meet the obligations and comply with all provisions herein, shall be deemed a violation of this Franchise.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of County ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and

under the Rights-of-Way in County a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.

- b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if County determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
 - c. This Franchise shall be nonexclusive, and County specifically reserves the right to grant, at any time, additional Franchises for a System in accordance with state and federal law. Notwithstanding the foregoing, if at any time during the term of this Franchise the County grants a franchise or other operating authority to another Person to provide cable service or operate a cable system, the material terms and conditions of such additional franchise or operating authority shall be reasonably comparable to, or more restrictive than, the terms and conditions of this Franchise Agreement, taking into account any applicable legal limitations on the County's authority.
3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9 (5) of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.
4. Franchise Term. The Term of this Franchise renewal shall be five (5) years from the date of acceptance by the Grantee, unless sooner renewed, revoked or terminated as herein provided. Grantee shall be afforded the option of extending this Franchise on the terms and conditions contained herein, for one (1) Additional Term of five (5) years. The Grantee shall notify the County in writing during the six-month period commencing on the thirty-sixth month before the expiration of the Term of its intent to either (1) exercise its right to an Additional Term, or (2) allow the Franchise to expire as of the expiration date of the current Term. At or near the end of the Additional Term, if any, Grantee shall provide notice of its intent to renew the Franchise as required by applicable law.

5. Compliance with Applicable Laws, Resolutions and Ordinances.

- a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in County. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of County. This Franchise may also be modified or amended with the written consent of County and Grantee as provided in Section 12 (3) herein.
- b. Grantee shall comply with the terms of any County ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within County, which may have the effect of superseding, modifying or amending the terms herein, except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
- c. In the event of any conflict between this Franchise and any County ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms of this Franchise shall be superseded by such County ordinance or regulation, except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
- d. In the event any County ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
- e. In the event Grantee believes there is a conflict between this Franchise and any Right-of-Way requirement of County, Grantee shall immediately provide written notice to the County of such conflict, including Grantee's proposed course of action in accordance with Section 2 (8). County shall provide a written response within fourteen (14) days of receipt indicating consent to Grantee's proposed course of action or requiring a different course of action. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

6. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Laws.
7. Territorial Area Involved. This Franchise is granted for the Service Area defined in Section 1(2)(y). Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides.
8. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or County's manager of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to County: County Administrator
 P. O. Box 329
 Gloucester, VA 23061

If to Grantee: Cox Communications Hampton Roads, LLC
 1341 Crossways Boulevard
 Chesapeake, VA 23320

With copy to:
Cox Communications
ATTN: Legal Dept.
1400 Lake Hearn Dr.
Atlanta, GA 30030

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

9. Ownership of Grantee. Grantee shall provide a corporate ownership summary which shall be set forth in Exhibit A hereto.

**SECTION 3.
CONSTRUCTION STANDARDS**

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit, if required by County ordinance, prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, County understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify County prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to County.
 - c. Any permit fees of general applicability are separate and in addition to any other fees included in the Franchise.
 - d. County may issue reasonable policy guidelines applicable to users of the Rights-of-Way to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with County in establishing such policy and comply with the generally applicable procedures established by the County Administrator or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
 - e. Grantee shall notify the County, by permit application or otherwise, prior to commencing any construction or reconstruction on the Rights-of-Way of County.
 - f. Failure to obtain approval or permits or to comply with permit requirements shall subject Grantee to all enforcement remedies available to County.
 - g. The County will endeavor to notify Grantee of any pre-construction meetings, and a representative of Grantee will, if notified, attend such meetings either in person or by phone, to ensure that the newly constructed Cable System facilities are installed in new developments within County in a timely manner.
 - h. County and Grantee shall schedule and hold an annual meeting at a mutually agreeable time and place to coordinate construction plans of both parties for the upcoming year.

2. Use of Existing Poles or Conduits.

- a. Grantee shall utilize existing and/or replacement poles, conduits and other facilities whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property until the written approval of County is obtained. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever County determines that the public convenience would be enhanced thereby.
- b. The facilities of Grantee shall be installed underground where existing telephone and electric services are both underground at the time of construction by Grantee and in areas of new development as required by the County Code. In areas where either telephone or electric utility facilities are installed aerially at the time of System construction, Grantee may install its facilities aerially on existing poles; however, at such time as the existing aerial facilities of the telephone and electric utilities are placed underground and utility poles are removed, Grantee shall likewise place its facilities underground at its sole cost. If County requires utilities to bury lines which are currently overhead, and the County financially participates in said undergrounding, then the County shall provide the same cost sharing to the Grantee.

3. Minimum Interference.

- a. Grantee shall use its best efforts to give reasonable prior notice to any private property owners who will be affected by Grantee's work in the Rights-of-Way.
- b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

4. Disturbance or Damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as reasonably determined by County. If Grantee shall fail to promptly perform the restoration required herein, after written request of County and reasonable opportunity to satisfy that request, County shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event County determines that Grantee is responsible for such disturbance or damage,

Grantee shall be obligated to fully reimburse County for such restoration within thirty (30) days after its receipt of County's invoice thereof.

5. Temporary Relocation.

a. At any time during the period of the Franchise, Grantee shall, at its own expense unless public funds are available to reimburse facility owners for such activities, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of County, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a County project or activity makes disconnection, removal, or relocation necessary or less expensive for County.

b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and shall not exceed the actual costs of the Grantee. The Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

6. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the County Administrator, sheriff, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against County for restoration, repair or damages.

7. Tree Trimming. The Grantee shall have the authority to trim trees upon and overhanging roads, streets, alleys, sidewalks and public places within the County so as to prevent the branches of such trees from coming in contact with the wires and cables and at the expense of the Grantee.

8. Protection of Facilities. Nothing contained in this section shall relieve any Person, including the County, from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

9. Installation Records. Grantee shall keep accurate records of the location of all facilities in the Rights-of-Way and public ways and furnish a map of same to County upon request. Grantee shall cooperate with County to furnish such information in an electronic mapping format, if possible compatible with the then-

current County electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of-Way and public ways, Grantee shall provide County with records in an electronic format, if possible compatible with the then-current County electronic mapping format showing the location of the underground and above ground facilities.

10. Locating Facilities.

- a. If, during the design process for public improvements, County discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with County to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
- b. County reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the limits of County rights-of way.

11. County's Rights.

- a. When County uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as County directs, unless public funds are available to reimburse facility owners for such relocation costs.
- b. Nothing in this Franchise shall be construed to prevent County from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

12. Facilities in Conflict. If, during the course of a project, County determines Grantee's facilities are in conflict, the following shall apply:
 - a. Prior to County issuance of a Notice to Proceed to Contractor, Grantee shall, within a reasonable time, but in no event exceeding two (2) months, remove or relocate the conflicting facility. This time period shall begin running upon receipt by Grantee of written notice from County. However, if both County and Grantee agree, the time frame may be extended based on the requirements of the project.
 - b. Subsequent to County issuance of a Notice to Proceed to Contractor, County and Grantee will immediately begin the coordination necessary to remove or relocate the facility. Removal or relocation is to begin no later than seventy-two (72) hours, if practicable, after written notification from County of the conflict.
 - c. In the event County becomes aware of a potential delay involving Grantee's facilities, County shall promptly notify Grantee of this potential delay.
13. Interference with County Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with County's placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other County systems that have been, or may be, installed, maintained, used or authorized by County.
14. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way and public ways of County and agrees to relocate its facilities, if necessary, to accommodate another facility relocation. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.
15. Collocation. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along County Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities.

16. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with County's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with County communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of County, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of County or any Person.

**SECTION 4.
SYSTEM SPECIFICATIONS**

1. System Upgrade/Construction: Minimum Channel Capacity.

- a. Grantee shall develop, construct, operate and maintain for the term of this Franchise a System providing a minimum of 862 MHz capacity. Design specifications found in Exhibit D attached hereto are hereby incorporated as part of this Franchise.
- b. The System will utilize a hybrid fiber-coaxial architecture. In addition, the System will be designed with the capability to transmit return signals upstream in the 5-42 MHz spectrum. Grantee shall install or replace any existing headend equipment with state-of-the-art standard frequency headend equipment and maintain such equipment as necessary to meet current FCC technical standards.
- c. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies County and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to County's rights pursuant to 47 U.S.C. § 545. Location and relocation of the EG Channels shall be governed by Section 6 and Exhibit B.

2. Construction Timetable. On or about thirty (30) days prior to construction or upgrade of the System, affected Subscribers will receive a letter notifying them of same, which letter shall include Grantee's telephone number that Subscribers can use to contact Grantee with any questions or concerns they may have. No less than forty-eight (48) hours before construction, all affected Subscribers will receive written notification regarding Grantee's construction schedule which will also include Grantee's telephone number. Nothing shall prohibit Grantee from consolidating the notices required in this subparagraph.
3. Future System Modifications. County and Grantee recognize that Grantee's System is operated as part of Grantee's greater Hampton Roads regional organization. To assure that Grantee's Cable System in the County maintains the same capabilities as other systems operated by Grantee in the Hampton Roads region, Grantee agrees that when a majority of Grantee's Cable Systems in the Hampton Roads region serving localities of less than 100,000 in population obtain a capability or technology (except for service trials or technology tests less than two years old) with respect to any Cable Service that exceeds that provided by Grantee in the County, the County may require Grantee to provide the same capability on its System in the County. Grantee shall complete any necessary modification of its System within twelve (12) months of receipt of the County's request.
4. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption upon request.
5. Emergency Alert Capability. Grantee shall comply with the Emergency Alert System ("EAS") Federal Emergency Alert Systems regulations, 47 C.F.R., Sec. 76. In the event of a state or local civil emergency, the EAS shall be remotely activated as set forth in the Virginia EAS Plan. Within one-hundred twenty (120) days of receiving a written request from the County, Grantee shall also provide the capability to allow the County to transmit video and/or audio signals from the Gloucester Emergency Operations Center, currently located at 7502 Justice Drive, Gloucester, to appear on the EG Channel dedicated to government access programming.
6. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. In addition, Grantee is subject to the technical standards outlined in Exhibit D attached hereto.

7. Special Testing.

- a. County shall have the right to inspect and test all construction or Installation work performed pursuant to the provisions of the Franchise. In addition, County may require special testing of a location or locations within the System as desired at any time during the term of this Franchise. Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance or for routine verification of Grantee's compliance with FCC technical standards. County shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
- b. Before ordering such tests, Grantee shall be afforded thirty (30) days advance written notice. County shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which may be the focus of concern. If, after such meetings and inspections, County wishes to require special tests and the thirty (30) days have elapsed, the tests shall be conducted at County's expense by a qualified engineer selected by County. Grantee shall participate and cooperate in such testing and shall not assess County or Subscribers any additional fees or costs associated with time or labor Grantee may incur as a result of its participation in such testing.

8. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of County also be filed with County or its designee within ten (10) days of filing with the FCC.

9. Line Extension.

- a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of twenty-five (25) residential units per one (1) cable mile of System, as measured from the nearest tap on the Cable System.
- b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within thirty (30) days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
- c. Any residential and/or commercial unit located within two hundred (200) feet of the nearest tap on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. (Service

to commercial units or multiple dwelling units shall be provided upon terms reasonably acceptable to Grantee.) Grantee shall, upon request by any potential Subscriber residing in County beyond the two hundred (200) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.

- d. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within thirty (30) days of a request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.
10. Lockout Device. The System shall provide adequate security provisions in its Subscriber equipment to permit parental control over the use of Cable Services on the System consistent with federal law.

SECTION 5. SERVICE PROVISIONS

1. Regulation of Service Rates. County may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the County chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The County shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations. County reserves the right to regulate rates for any future Services to the extent permitted by law.
2. Basic Service. Grantee shall offer Basic Cable Service, as required by law, including the local EG Access Channels required to be carried on the basic tier. Grantee retains the right to add, delete or modify the programming on such Basic Service tier.
3. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its Services within County. If asked by a non-Subscriber or current Subscriber seeking service options, Grantee shall inform the current Subscriber or non-Subscriber of all levels of Service available, including the lowest priced Basic Cable Service tier. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.
4. Consumer Protection and Service Standards. Grantee shall maintain its local customer service and bill payment office in the County for receiving Subscriber

payments, handling billing questions, equipment replacement and customer service information. Grantee may relocate or close this office during the term of this franchise if Grantee's business necessity requires it and equivalent service to customers can be provided by other reasonable means agreed upon by both Grantee and County. The County's approval of alternative customer service options shall not be unreasonably denied. Grantee shall not relocate or close such office without one-hundred twenty (120) days prior written notice to County, which notice shall clearly state the reasoning supporting Grantee's decision and provide the alternatives by which comparable customer service will be provided. The Grantee shall comply with the standards and requirements for customer service set forth below and shall comply with all applicable regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise, that impose higher or additional customer service standards on a cable operator, and shall not contest any decision by the County to enforce the standards set forth herein or such other standards in accordance with Applicable Laws.

a. Cable System office hours and telephone availability:

- i. Grantee shall maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
 - (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
- iii. Grantee shall measure compliance with the telephone answering standards above as necessary.
- iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
- v. Customer service center and bill payment locations will be open at least during Normal Business Hours.

- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards shall be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:
- i. Aerial Standard Installations will be performed within seven (7) business days after an order has been placed and Grantee receives all necessary approvals for such installation. Underground Standard Installations will be performed within (7) business days after Grantee receives all necessary approvals for such installation.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- c. Communications between Grantee and Subscribers:
- i. Notifications to Subscribers:
 - (1) Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
 - (c) Installation and Service maintenance policies;
 - (d) Instructions on how to use the Cable Service;

- (e) Channel positions of the programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the County.
- (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5(4)(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or County on the transaction between the operator and the Subscriber.
- (3) All programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies County and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments directed to each Subscriber individually through mailed notice or as an insert or addendum to the Subscriber's monthly bill, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to County's rights pursuant to 47 U.S.C. § 545. Location and relocation of the EG Channels shall be governed by Section 6 and Exhibit B.
- ii. Billing:
- (1) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 - (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- iii. Refunds: Refund checks will be issued promptly, but no later than either:
- (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (2) The return of the equipment supplied by Grantee if Service is terminated.

- iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- 5. Refund Policy.
 - a. If a Grantee's Cable Service is interrupted or discontinued for twenty-four (24) or more consecutive hours, its Subscribers must be credited pro rata for such interruption upon request. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. For this purpose, every month will be assumed to have thirty (30) days.
 - b. In the event a Subscriber establishes or terminates Service and receives less than one (1) full month of Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Cable Service is terminated.
- 6. Late Fees. Fees for the late payment of bills shall not be assessed until after the service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid.

**SECTION 6.
ACCESS CHANNEL(S) PROVISIONS**

- 1. Grantee Support for EG Access. Grantee shall provide the following support for EG Access usage within the Service Area:
 - a. Provision of the Channels designated in Exhibit B of this Agreement on the Basic Service Tier for local EG programming and access use at no charge in accordance with the requirements of Exhibit B. In the event Grantee elects to offer the EG Access Channels solely in digital format, Grantee and the County shall cooperate on a plan to inform subscribers of such change.
 - b. An EG access Capital Grant to the extent specified in Exhibit B of this Agreement.
 - c. Provision of free public building Installation and Cable Service as more clearly specified in Exhibit B.
- 2. EG Access Interconnection. Upon written request from the County, Grantee shall allow other franchised cable operators to interconnect with Grantee's Cable System for the sole purpose of allowing the transmission of EG access programming to such other franchise cable operators within the County. Nothing

shall prohibit Grantee from requiring such other cable operators to pay the costs of such interconnection, including construction, signal transport and maintenance costs.

3. Compliance with Federal Law. Grantee and County agree that the EG access Capital Grant referenced in Exhibit B will not be deemed to be a "Franchise Fee" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542), and such obligation shall not be deemed to be a "payment in kind."
4. Unused EG Channels. Consistent with federal law, the County may issue rules and procedures under which the Grantee is permitted to use the EG Channels when they are not being used for EG Access purposes, and rules and procedures under which such use shall cease.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The County Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the County Board shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. 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 Agreement the Communications Sales and Use Tax be repealed or amended to reduce or eliminate the payment of taxes by the Grantee on the provision of Cable Services over the Cable System, the County may, to the extent allowable under applicable law, require upon sixty (60) days written notice that the Grantee pay to the County a franchise fee based on Grantee's gross revenues in an amount established by the County 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 County; (2) the Grantee shall not be compelled to pay any higher percentage of gross revenues as franchise fees than any other franchised cable operator providing service in the County; and (3) Grantee shall not be obligated to pay franchise fees on revenues not included in gross revenues of any other franchised cable operator in the County. Any payment of franchise fees to the County pursuant to this Agreement shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each quarter.

3. Access to Records. Upon not less than thirty (30) business days written notice to the Grantee, the County shall have the right, at any time during Normal Business Hours as reasonably determined by the parties, to inspect the Grantee's books

and records pertaining to Grantee's provision of Cable Service in the Franchise Area as reasonably necessary to ensure compliance with the terms of this Franchise; provided, however, that inspections of financial records including audits performed pursuant to Section 7(6) shall be performed no more frequently than once every twenty-four (24) months. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Grantee may organize the necessary books and records for appropriate access by the County. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than two (2) years. Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

4. Reports to be Filed with County. Upon written request from the County, Grantee shall provide the County with a summary of written complaints received by the Grantee during the immediately preceding 12-month period, or such shorter timeframe as requested by the county.
5. Periodic Evaluation.
 - a. County may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to Grantee, provided there shall not be more than one evaluation session during each five year term or renewal.
 - b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access Channels, facilities and support, municipal uses of cable, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics County or Grantee deems relevant.
 - c. As part of any periodic evaluation proceeding the County shall have the right to visit and/or inspect the Grantee's headend facility, customer service center and any other facilities of Grantee whether or not located in the County to the extent such facilities are in any way related to Grantee's ability to provide Cable Services to the County.
 - d. As a result of a periodic review or evaluation session, upon notification from County, Grantee shall meet with County and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are both economically and technically feasible as measured over the remaining life of the Franchise.
6. Audit. Evaluations performed pursuant to Section 7(5) of this Agreement may include an audit of all records reasonably necessary to confirm the accurate payment of the PEG Capital Fee. Grantee shall bear the County's reasonable, documented out-of-pocket expenses of any such audit performed by a qualified,

independent third-party auditor, up to a maximum of twenty thousand dollars (\$20,000), if such audit discloses an underpayment by Grantee of more than three percent (3%) of any quarterly payment and five thousand dollars (\$5,000) or more. The County shall not audit Grantee more frequently than once every twenty-four (24) months. The County shall have no more than two (2) years from the time Grantee delivers a payment to provide a written, detailed objection to or dispute of that payment, and if the County fails to object to or dispute the payment within that time period, the County shall be barred from objecting to or disputing it after that time period. Grantee 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 County. In the event that Grantee disputes any underpayment discovered as the result of an audit conducted by the County, the County shall work together with Grantee in good faith to promptly resolve such dispute. The County and Grantee maintain all rights and remedies available at law regarding any disputed amounts. The County may require Grantee to pay any additional undisputed amounts due to the County as a result of an audit performed by the County pursuant to this Section 7(6) within thirty (30) days following receipt by Grantee of written notice by the County. Notwithstanding the foregoing, Grantee shall not be obligated to bear any audit expenses for any auditor utilized by the County that is compensated on a success-based formula, e.g., payment based on a percentage of underpayment, if any.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Guarantee.
 - a. At the time of acceptance of this Franchise, Grantee shall deliver to County an irrevocable and unconditional letter of credit, in form and substance acceptable to County, from a National or State bank with a location for presentment convenient to the County as approved by County, in the amount of Fifty Thousand and No/100 Dollars (\$50,000) to secure the performance by the Grantee of the obligations provided herein.
 - b. Rights of Third Parties: Nothing herein shall be construed to give any Person other than the Grantee or the County a right to assert any claim or cause of action against the Grantee or the County, its employees, elected or appointed officials, officers, commissions, commissioners, boards or agents.
 - c. The letter of credit shall provide that funds will be paid to the County, upon written demand of County, and in an amount solely determined by County in payment for penalties, in the event monies are owed by Grantee to County pursuant to its obligations under this Franchise, any damage,

including reasonable attorneys' fees, incurred by County as a result of any violation of the terms or obligations of this Franchise, or any acts or omissions by Grantee arising out of this Franchise.

- d. In addition to recovery of any monies owed by Grantee to County or damages to County as a result of any acts or omissions by Grantee pursuant to the Franchise, County in its sole discretion may impose the following liquidated damages:
 - i. For failure to provide data, documents, reports or other information required by this Agreement, the payment shall be One Hundred Twenty-Five and No/100 Dollars (\$125.00) per day for each day, or part thereof, such failure occurs or continues, up to a maximum payment of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00).
 - ii. For failure to comply with construction, operation or maintenance standards the payment shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day, or part thereof, such failure occurs or continues, up to a maximum payment of Twenty-five Thousand and No/100 Dollars (\$25,000.00).
 - iii. For failure to provide the EG Access Channels required in Section 6, the payment shall be Three Hundred and No/100 Dollars (\$300.00) per day for each day, or part thereof, such failure occurs or continues, up to a maximum payment of Thirty Thousand and No/100 Dollars (\$30,000.00).
- e. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate payment can be imposed.
- f. Whenever County contends that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. In the event the Grantee fails to cure the alleged violation within thirty (30) days (or such longer reasonable time which, in the sole determination of County, is necessary to cure the alleged violation) following receipt of such notice, the County may draw from the letter of credit all monies due County from the date of the receipt of the notice by the Grantee.
- g. Whenever the letter of credit is drawn upon, Grantee may, within seven (7) days of such draw, notify County in writing that there is a dispute as to whether a violation or failure has in fact occurred and requesting a hearing before the County Board. Such written notice by Grantee to County shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue from the letter of credit during any appeal pursuant to this subparagraph (g).

- i. County shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.
 - ii. Upon the determination of County that no violation has taken place, County shall refund to Grantee, without interest, all monies drawn from the letter of credit by reason of the alleged violation.
- h. If said letter of credit or any subsequent letter of credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in subparagraph (a) of this section and shall be furnished at least 30 days prior to the expiration date of the letter of credit it replaces.
- i. If County draws upon the letter of credit or any subsequent letter of credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to County a like replacement letter of credit or certification of replenishment for the full amount stated in Section 8.1 (a) as a substitution of the previous letter of credit. This shall be a continuing obligation for any draws upon the letter of credit.
- j. If any letter of credit is not so replaced or replenished, County may draw on said letter of credit for the whole amount thereof and use the proceeds as County determines in its sole discretion. The failure to replace or replenish any letter of credit may also, at the option of the County, be deemed a default by Grantee under this Franchise. The drawing on the letter of credit by County, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
- k. The collection by County of any liquidated damages from the letter of credit shall be the sole remedy for County with respect to such franchise violations. The draw against the letter of credit for matters other than those addressed by the liquidated damages provisions in subsection (c) hereof shall not affect any other right or remedy available to County, nor shall any act, or failure to act, by County pursuant to the letter of credit, be deemed a waiver of any right of County pursuant to this Franchise or otherwise.

2. Liability Insurance.

- a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise commercial general liability

insurance with a company licensed to do business in the Commonwealth of Virginia with a rating by A.M. Best & Co. of not less than "A" that shall protect the Grantee, County and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. Grantee shall maintain, throughout the term of the Franchise, liability insurance insuring Grantee and the County in the minimum amounts of:

- i. Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury or death to any one (1) Person;
 - ii. Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury or death resulting from any one accident;
 - iii. Five Million and No/100 Dollars (\$5,000,000.00) in the form of an umbrella policy.
- b. The following endorsements shall be attached to the liability policy:
- i. The policy shall provide coverage on an "occurrence" basis.
 - ii. The policy shall cover personal injury as well as bodily injury.
 - iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - iv. Broad form property damage liability shall be afforded.
 - v. County shall be named as an additional insured on the policy for claims arising out of Grantee's obligations under this franchise.
 - vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the County will be called upon to contribute to a loss under this coverage for claims arising out of Grantee's obligations under this franchise.
 - vii. Standard form of cross-liability shall be afforded.

- viii. An endorsement stating that the policy shall not be canceled without thirty (30) days notice of such cancellation given to County.
- c. Grantee shall submit to County documentation of the required insurance showing that the County is an additional insured including properly executed blanket endorsements.

3. Indemnification.

- a. Grantee shall indemnify, defend and hold County, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to provide indemnification to County for programming cablecast over the EG access Channels administered by County.
- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- c. County does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by County, or the deposit with County by Grantee, of any of the insurance policies described in this Franchise.
- d. The indemnification of County by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- e. Grantee shall not be required to indemnify County for negligence or misconduct on the part of County or its officials, boards, commissions, agents, or employees. County shall hold Grantee harmless, to the fullest

extent allowed by law, for any damage resulting from the negligence or misconduct of the County or its officials, boards, commissions, agents, or employees in utilizing any EG access Channels, equipment, or facilities and for any such negligence or misconduct by County in connection with work performed by County and permitted by this Franchise, on or adjacent to the Cable System.

4. Grantee's Insurance.

Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

- a. In order for County to assert its rights to be indemnified, defended, and held harmless, County must, with respect to each claim:
 - i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

**SECTION 9.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE**

1. County's Right to Revoke.

In addition to all other rights which County has pursuant to law or equity, County reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by County that after notice and an opportunity to cure as reordered herein:

- a. Grantee has violated material provisions(s) of this Franchise and has not cured in the judgment of the County; or
- b. Grantee has attempted to evade any material provisions of the Franchise;
or

- c. Grantee has been found to have practiced fraud or deceit upon County by a court of competent jurisdiction; or
- d. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.

2. Procedures for Revocation.

- a. County shall provide Grantee with written notice of a Franchise violation consistent with Section 8(1)(f) of this Franchise and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise.
- b. Should County determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the County Board prior to the effective date of revocation. County shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- c. Only after the public hearing and upon written notice of the determination by County to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
- d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to County. Grantee may not abandon the System or any portion thereof without compensating County for damages resulting from the abandonment, including all costs incident to removal of the System.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, County shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within County.
- b. If Grantee has failed to commence removal of System, or such part thereof as was designated by County, within thirty (30) days after written notice of County's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of County's demand for removal is given, County shall have the right to apply

funds secured by the letter of credit toward removal and/or declare all right, title, and interest to the System to be in County with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or change of ownership of or in Grantee, including, but not limited to, a change in Grantee's parent corporation or any entity having a controlling interest in Grantee, or the sale of a controlling interest in the Grantee's assets, shall take place until a written request has been filed with County requesting approval of the sale or transfer, and such approval has been granted or deemed granted; and such approval shall not be unreasonably withheld; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness or where the Franchise is transferred to an affiliate entity under the same common control.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 9(5). The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of thirty percent (30%) or more by one Person.
- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable laws, the following:
 - i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof, subject to confidentiality provisions of applicable laws; and
 - ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to the FCC, the FTC, the FEC, the SEC or applicable state departments and agencies. Upon request, Grantee shall provide County with a complete copy of any such document; and
 - iii. Any other documents or information related to the transaction as may be specifically requested by the County.

- d. County shall have such time as is permitted by Applicable Laws in which to review a transfer request.
- e. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the County including, but not limited to, the provision of any additional adequate guarantees or other security instruments required by the County.
- f. No Franchise may be transferred if County determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by County. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of County to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to County.

**SECTION 10.
PROTECTION OF INDIVIDUAL RIGHTS**

- 1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.
- 2. Subscriber Privacy.

Grantee shall at all times comply with the Subscriber privacy obligations of Applicable Laws.

**SECTION 11.
UNAUTHORIZED CONNECTIONS AND MODIFICATIONS**

- 1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive Services of the System without Grantee's authorization.
- 2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or

damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

3. Penalty. Any firm Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty and No/100 Dollars (\$20.00) and the costs of the action nor more than Five Hundred and No/100 Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 12. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor of Grantee or others performing any work or services pursuant to the provisions of this Franchise as directed by Grantee, however, in no event shall any such subcontractor or other Person performing work obtain any rights to maintain and operate a System or provide Cable Service. Upon request, Grantee shall provide notice to County of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and County may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if County and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict County's exercise of its police powers.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit County or Grantee to perform any service or act or shall prohibit County or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and County shall conform to state and federal laws and regulations and rules regarding cable communications as they become effective.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those

as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and County.

5. Nonenforcement by County. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of County to enforce prompt compliance. County may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by County of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. All rights and remedies given to County by this Franchise or retained by County herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to County, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by County and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes County has the power to make the terms and conditions contained in this Franchise.
8. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including an event or events reasonably beyond the ability of the Grantee 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 the cable operator's facilities are attached or to be attached or conduits in which the cable operator's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

**SECTION 13.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and state law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 13.2.

2. Acceptance.
 - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the County Board, unless the time for acceptance is extended by County. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes; provided, however, this Franchise shall not be effective until all County ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a County ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

 - b. Upon acceptance of this Franchise, Grantee and County shall be bound by all the terms and conditions contained herein.

 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to County.

 - ii. With its acceptance, Grantee shall also deliver any grant payments, letter of credit and insurance certificates, and guaranties, as required herein, that have not previously been delivered.

Adopted by the Board of Supervisors this 15th day of February, 2011.

ATTEST:

By: 
Clerk

COUNTY OF GLOUCESTER, VIRGINIA

By: 
Chairman

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COX COMMUNICATIONS
HAMPTON ROADS, LLC

Date: March, 2 2011

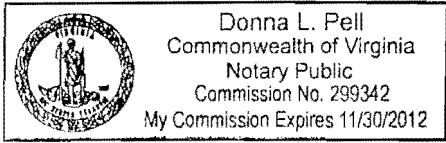
By: *Gary T. McCollum*
Gary T. McCollum
Its: SVP & General Manager

County/City of Chesapeake
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this day March 2, 2011 by
Gary T. McCollum, SVP & General Manager of
(Name) (Title)

Cox Communications Hampton Roads, LLC.

Donna L. Bell
NOTARY PUBLIC 299342



**EXHIBIT A
OWNERSHIP**

[Grantee must notify County of any changes in the following ownership description as required by Section 9 of the Franchise]

Cox Communications Hampton Roads, LLC, is a Delaware limited liability corporation wholly owned by CoxCom, Inc., a Delaware corporation, that is owned by Cox Communications, Inc., a Delaware corporation. Cox Communications, Inc. is owned by Cox DNS, Inc. (4.6%) and Cox Holdings, Inc. (95.4%), both Delaware corporations. Cox DNS, Inc. and Cox Holdings, Inc. are wholly owned by Cox Enterprises, Inc., a privately held Delaware corporation.

EXHIBIT B
GRANTEE COMMITMENT TO
EG ACCESS FACILITIES AND EQUIPMENT

1. EDUCATIONAL AND GOVERNMENT (EG) ACCESS CHANNELS

Grantee, at no charge to the County, shall continue to provide three (3) Channels available exclusively for EG use ("EG Channels"). The EG Channels shall be placed on Grantee's Basic Service Tier. As of the effective date of this Franchise, the EG Channels are located on Channels 46, 47, and 48. The EG Channels shall be subject to the provisions of paragraph 4 of this Exhibit, for the term of the Franchise, provided that Grantee may, upon written request to County which shall not be unreasonably denied, utilize any EG Channel for programming when it is not scheduled for EG use. County and Grantee shall establish rules and procedures for such alternative use by Grantee in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

County may not request additional Channel capacity beyond the three (3) Channels for EG use except in accordance with Applicable Laws. County shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair.

The EG Channels shall be carried on the Cable System in either an analog format or a digital format. At all times the EG Channels shall be capable of carrying secondary audio, subcarrier text and closed captioning information. Grantee shall deliver to subscribers EG channel programming without change in its content or format. Grantee shall not exercise any editorial control over the EG Channels.

All programming transmitted over the EG Access channels shall be non-commercial in nature. Grantee and County agree that the County, schools or any producer of such programming may include acknowledgments for Persons who sponsor or underwrite access programming in a manner consistent with the underwriting guidelines published by the Public Broadcasting System (PBS).

2. EG OPERATIONS

County may, in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Grantee, educational institutions or others to share the expenses of supporting the EG Channels.

3. RELOCATION OF EG CHANNELS

Grantee may relocate any EG access Channel to a different Channel number. Grantee shall provide County and all Subscribers with at least thirty (30) days prior written notice of any relocation. In the event any EG access Channel(s) is

relocated, Grantee shall reimburse County up to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for documented costs associated with such relocation incurred by the County.

4. EG ACCESS SUPPORT

Grantee shall provide an EG Capital Grant to the County on a quarterly basis which shall be used by the County to support the capital costs of EG Access Channel facilities consistent with the Communications Act (47 U.S.C. § 542). Grantee shall pay the County, beginning sixty (60) days of the effective date of this Agreement, an EG Access Capital Grant as follows:

- a. During the Initial Term, an EG Capital Grant of up to Thirty Cents (\$0.30) per subscriber per month as established by the County;
- b. During the Additional Term, if any, an EG Capital Grant of up to Forty-Five Cents (\$0.45) per Subscriber per month as established by the County. Any such increase shall be approved by the Board of Supervisors and shall not take effect until the County provides ninety (90) days prior written notice to Grantee of the new EG Capital Grant amount.

Grantee shall be permitted to designate the cost of the EG Capital Grant as a separate line item on Subscriber bills.

5. EG ORIGINATION POINTS

- a. Grantee shall continue to provide a dedicated connection to its headend from Gloucester High School, Page Middle School, and the Colonial Courthouse. Grantee shall provide equipment at these locations, or at Grantee's headend, to allow the airing of EG programming on any of the EG Channels from each location.
- b. During the Initial Term, or any Additional Term, the County may designate up to three (3) additional EG Channel origination points. Grantee shall construct connections from these origination points to its headend to allow the airing of EG programming on any of the EG channels from each location. County shall reimburse Grantee's cost (defined as time and materials with a reasonable allocation for administrative costs) for the additional origination points and any necessary equipment.

6. DROPS TO DESIGNATED BUILDINGS

Grantee shall provide free of charge throughout the term of this Franchise, Installation of one (1) standard 250-foot Drop, one (1) cable outlet, and one (1) Converter, if necessary to receive Grantee's Basic Service Tier, without charge to the institutions, including those constructed during the term of this Franchise, identified on Exhibit C attached hereto and made a part hereof. The institution shall pay the net additional Drop or extension costs of Grantee beyond the two hundred fifty (250) feet. Grantee's costs shall consist of time and materials, with a reasonable allocation for administrative costs.

Additional Subscriber Drops and/or outlets in any of the locations identified on Exhibit C may be installed by the institutions at their own expense, as long as such Installation meets FCC and other applicable standards.

EXHIBIT C
SERVICE TO PUBLIC AND PRIVATE BUILDINGS

Grantee shall provide the services described in Exhibit B, Part 6, free of charge to any location listed below within two hundred fifty (250) feet of Grantee's Cable System:

1. All County/Local Government and Public School Offices, Buildings and Facilities.
2. Volunteer Fire & Rescue Squad Building and Facilities.
3. All County Public Libraries.

EXHIBIT D
DESCRIPTION OF SYSTEM

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to ensure that the Cable System meets or exceeds the requirements of the applicable editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2).
2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. General Description. The System shall operate with 862 MHz of bandwidth, capable of delivering a minimum of seventy-eight (78) Channels of programming. The System will be two-way active, and it will have a return capacity of 37 MHz.
4. Design. The design of the System shall be based upon a "Fiber to the node" architecture with a minimum of six (6) fibers to each node site. With a neighborhood group average of only one-thousand (1,000) homes, the resulting System will have improved reliability while delivering a high quality picture. There shall be no more than eight (8) active amplifiers in a cascade from each node to residential dwellings. The incorporation of stand-by power supplies, strategically placed throughout the System including all hubs, will further reduce the likelihood of Service Interruptions.
5. Technical Specifications. The System shall meet or exceed FCC requirements. In no event shall the System fall below FCC standards.





**Gloucester County
Administrator's Office**

Telephone 804-693-4042

P. O. Box 329, Gloucester, Virginia 23061

Fax 804-693-6004

August 29, 2019

Virginia Department of Housing and Community Development
Virginia Telecommunication Initiative (VATI)
Via DHCD CAMS Upload

Director Johnston:

Gloucester County is grateful for the opportunity to submit two VATI grant applications for consideration by the Department of Housing and Community Development (DHCD). As you are aware, localities across the Commonwealth are struggling to find ways to bridge the digital divide and to provide the opportunity for broadband services to our citizens. If funded, the two applications will address the majority of residents and businesses that currently lack access in Gloucester County.

The first application is to extend services through our ongoing partnership with Cox Communications at speeds well in excess of the grant threshold to 68 homes. The second application using a fixed wireless approach will reach the more rural areas of the County, providing services to homes and businesses, and has an added benefit of providing access to approximately 1,500 sites in our neighboring communities of Mathews and Middlesex Counties.

The attached resolution of the Gloucester County Board of Supervisors conveys the strong support of our elected leaders and includes approval of a sizeable cash contribution. The County is committed to expanding broadband in the most efficient and expedient manner. Providing County funds, forming a citizen and staff Telecommunications Committee, assigning a member of the administrative staff to manage the project from conducting citizen surveys to working with telecommunication engineers and writing the grant are all evidence of our desire to move forward and fill the gap in broadband services.

Gloucester County has extensive experience managing grants from State and Federal agencies. Both of our partners, Cox Communications and Open Broadband, are very competent and have run successful development projects for years. We hope to partner with DHCD in 2020 and be a model for how communities can use a mixed technological approach to provide services throughout their localities. Please do not hesitate to contact me if you have any concerns or questions about our proposals.

Sincerely,

J. Brent Fedors
County Administrator

JBF:cs

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, AUGUST 6, 2019, AT 6:30 P.M., IN THE COLONIAL COURTHOUSE, 6504 MAIN STREET, GLOUCESTER, VIRGINIA: ON A MOTION DULY MADE BY MR. HUTSON, AND SECONDED BY DR. ORTH, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, no;
Ashley C. Chriscoe, yes;
Christopher A. Hutson, yes;
Andrew James, Jr., yes;
Robert J. Orth, yes;
Kevin M. Smith, yes;
Michael R. Winebarger, yes;

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AND SUBMIT A GRANT PROPOSAL FOR THE FY2020 VIRGINIA TELECOMMUNICATION INITIATIVE PROGRAM

WHEREAS, the Commonwealth of Virginia, through the Department of Housing and Community Development, announced the Virginia Telecommunication Initiative (VATI) competitive grant program to provide financial assistance to selected applicants to supplement construction costs by private sector broadband service providers, in partnership with local units of government, to extend service to “unserved” areas; and

WHEREAS, the development of broadband throughout the County is part of the Board’s strategic priorities; and

WHEREAS, applications must be submitted by a unit of government with a private sector provider as a co-applicant; and

WHEREAS, Gloucester County will partner with qualified private sector provider(s) to submit a grant proposal(s); and

WHEREAS, VATI funding can provide up to 80% of the total project cost and matching funds of 20% are required; and

WHEREAS, VATI grant funding is very competitive and a higher local match will greatly increase the possibility of receiving grant funds; and

WHEREAS, Gloucester County owns communication towers and water towers that may be able to be used for fixed wireless broadband equipment, without interfering with existing equipment, thereby greatly reducing project costs.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Supervisors supports the submission of a grant proposal for the Virginia Telecommunication Initiative program and authorizes the County Administrator to execute proposal documents for the submission and subsequent agreement.

FURTHER BE IT RESOLVED that Gloucester County hereby commits to provide between 10 percent and 30 percent of the total project cost in matching contribution, not to exceed \$500,000 in the form of cash, salary expense, or in-kind contributions.

A Copy Teste:



J. Brent Fedors, County Administrator



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

7
Franchise
Agreement
to follow

August 19, 2019

J. Brent Fedors
Gloucester County Administrator
P.O. Box 329
Gloucester, Virginia 23061

Mr. Fedors,

Thank you for the opportunity to work with the County on a third grant application to help provide broadband service to additional homes in Gloucester that are currently unserved. 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 more than 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 you on a new grant application for this last-mile project that could help to bring broadband service to residences and businesses in the southern part of Gloucester County.

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

Sincerely,

Sarah Buck
Manager, Public Affairs

In-Kind Budget Contributions

Gloucester County In-Kind Staff Services/Labor

Name	Position/Responsibilities	Salary w/fringe	Hours	In-kind Contribution
Carol Steele	Assistant Couty Administrator/Project Manager	\$ 78	60	\$ 4,691
Andrea Cooper	Accounting & Budgeting Manager/ Gloucester County Fiscal Agent	\$ 53	10	\$ 530
Christina Grover	Community Development Coordinator/Billing and Clerical Assistance	\$ 32	10	\$ 320
Total Contribution				\$ 5,541

Cox in-Kind Contribution for Heywood Lane Area

Source of Estimate	Product	In-Kind Contribution
Cox Communications	Construct approx. 8,483' of new UG fiber network to include electronics @ \$16.96 per ft.	\$ 46,703
Cox Communications	Construct approx. 860' of new aerial fiber network to include electronics @ \$9.00 per ft.	\$ 2,513
Cox Communications	Construct approx. 1,165' of new aerial fiber overlashed network include electronics @ \$2.50/ft.	\$ 946
Cox Communications	Construct approx. 1,165' of new aerial Coax network to include electronics @ \$4.50/ft.	\$ 1,702
Cox Communications	Add (1) ODN Fiber cabinet in field and supporting electronics in Head-End @ \$36,000/unit	\$ 11,689
Cox Communications	Add (1) system power supply units @ \$6,000 per unit	\$ 1,948
Cox Communications	Perform network engineering & design & make-ready	\$ 2,832
Total Contribution		\$ 68,333

Cox In-Kind Contribiution for Fairfield Lane - Pleasant Colony Lane

Source of Estimate	Product	In-Kind Contribution
Cox Communications	Construct approx. 14,644' of new UG fiber network to include electronics @ \$16.10 per ft.	\$ 48,806
Cox Communications	Add (1) ODN Fiber cabinet in field and supporting electronics in Head-End @ \$36,000 per unit	\$ 7,452
Cox Communications	Add (1) system power supply units @ \$6,000 per unit	\$ 1,242
Cox Communications	Perform network engineering & design & make-ready	\$ 1,742
Total Contribution		\$ 59,242

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	\$369,181	66%	Pending
COX COMMUNICATIONS	\$ 127,575	23%	PLEDGED
GLOUCSTER COUNTY IN-KIND	\$5,541	.009%	PLEDGED
GLOUCESTER COUNTY CASH MATCH	\$ 61,300	11%	PLEDGED
TOTAL	\$ 563,597	100 %	

Gloucester County - Cox Broadband Project

Product	Total	VATI	Non-VATI Cox	Non-VATI Gloucester County	Source of Estimate
Construct approx. 14,644' of new UG fiber network to include electronics @ \$16.10 per ft.	\$ 235,776	\$ 186,970	\$ 48,806		Cox Communications
Add (1) ODN Fiber cabinet in field and supporting electronics in Head-End @ \$36,000 per unit	\$ 36,000	\$ 28,548	\$ 7,452		Cox Communications
Add (1) system power supply units @ \$6,000 per unit	\$ 6,000	\$ 4,758	\$ 1,242		Cox Communications
Perform network engineering & design & make-ready	\$ 8,500	\$ 6,758	\$ 1,742		Cox Communications
Gloucester County Cash Match Contribution for Construction	\$ 34,633	\$ -	-	\$ 34,633	Gloucester County
<i>Total for Fairfield Lane - Pleasant Colony Lane Area</i>	\$ 320,909	\$ 227,034	\$ 59,242	\$ 34,633	
Construct approx. 8,483' of new UG fiber network to include electronics @ \$16.96 per ft.	\$ 143,835	\$ 97,132	\$ 46,703		Cox Communications
Construct approx. 860' of new aerial fiber network to include electronics @ \$9.00 per ft.	\$ 7,740	\$ 5,227	\$ 2,513		Cox Communications
Construct approx. 1,165' of new aerial fiber overlashed network to include electronics @ \$2.50 per ft.	\$ 2,913	\$ 1,967	\$ 946		Cox Communications
Construct approx. 1,165' of new aerial Coax network to include electronics @ \$4.50 per ft.	\$ 5,243	\$ 3,541	\$ 1,702		Cox Communications

Add (1) ODN Fiber cabinet in field and supporting electronics in Head-End @ \$36,000 per unit	\$ 36,000	\$ 24,311	\$ 11,689		Cox Communications
Add (1) system power supply units @ \$6,000 per unit	\$ 6,000	\$ 4,052	\$ 1,948		Cox Communications
Perform network engineering & design & make-ready	\$ 8,750	\$ 5,917	\$ 2,832		Cox Communications
Gloucester County Match Contribution for Construction	\$ 26,667			\$ 26,667	N/A
<i>Total for Heywood Lane Area</i>	\$ 237,147	\$ 142,147	\$ 68,333	\$ 26,667	
Gloucester County In-Kind Match Contribution	\$ 5,541			\$ 5,541	Gloucester County
<i>Total Cost of Project</i>	\$ 563,597	\$ 369,181	\$ 127,575	\$ 66,841	
		65.50%	22.64%	12%	

Document of Supporting Costs

In order to produce an accurate budget, Cox reviewed the locations and determined the measurements and all of the necessary equipment needed to provide broadband to the 68 residents. Cost per foot for UG and aerial fiber, fiber cabinets, power supplies, electrical supplies, etc. were budgeting according to practices used for construction projects. Cox routinely designs projects and produces cost estimates. The two neighborhoods included in the project were similar to other projects and handled in a standard manner.

[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
Data Contact Information	Data Contact Name	Paul Cain
	Data Contact Phone Number	(404) 269-8139
	Data Contact E-mail	paul.cain@cox.com
Emergency Operations Contact Information	Emergency Operations Name	Mark Peay
	Emergency Operations Phone Number	(404) 843-5175
	Emergency Operations E-mail	mark.peay@cox.com

Section	Question	Response
Certifying Official Contact Information	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

Form Section	File Name	Date & Time	Number of Rows
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

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

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

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

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

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

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
District of Columbia	Optical Carrier/Fiber to the End User	4	0	4	4
Florida	Cable Modem	2991	228303	18201	246504
	Optical Carrier/Fiber to the End User	486	1660	517	2177
Georgia	Cable Modem	1122	72645	6263	78908
	Optical Carrier/Fiber to the End User	153	430	196	626
Idaho	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
Total		95977	5180654	428809	5609463

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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
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
Total		5180654	428809	5609463

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

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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	300.000	30.000	772006	8896	780902
	500.000	35.000	0	867	867
	1024.000	35.000	0	850	850
Optical Carrier/Fiber to the End User	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business / Govt	Total
	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
Total			5180654	428809	5609463

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

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

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Total	114078	79296	3384620	2107572

Fixed Voice Subscription (VGE Lines)

VGE Lines Provided to Unaffiliated Providers by State

State	Wholesale	UNE-L
Arizona	0	0
California	0	0
Connecticut	0	0
Iowa	0	0
Kansas	0	0
Louisiana	0	0

State	Wholesale	UNE-L
Nebraska	0	0
Oklahoma	0	0
Rhode Island	0	0
Virginia	0	0
Total	0	0

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
Total	114078	71649	42429	4786	74510	23020	11762

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
Total	114078	111659	2419	0	18988	95090	0	0

Fixed Voice Subscription (iVoIP)

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

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

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

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
Kansas	153849	83243	70606	135506	18343	16568	137281	0	0
Louisiana	273444	166661	106783	260354	13090	17326	256118	0	0
Massachusetts	0	0	0	0	0	0	0	0	0
Nebraska	137981	76930	61051	110957	27024	17634	120347	0	0
Nevada	326681	226992	99689	300546	26135	15409	311272	0	0
Ohio	29233	22460	6773	28619	614	892	28341	0	0
Oklahoma	319070	169274	149796	282166	36904	43493	275577	0	0
Rhode Island	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
Total	3384593	2107572	1277021	3044987	339606	267008	3117585	0	0

Office of
Gloucester-Mathews Gazette-Journal

GLOUCESTER, VA 23061 July 11, 2019

I hereby certify that the annexed order of publication appeared for one
successive issues in the Gloucester-Mathews Gazette-Journal, commencing with the issue
of July 11, 2019 and ending with that of July 11, 2019.

Charged.....\$ 125.00

C. R. Rouse

Treasurer

Bill mailed to Gloucester County Administrator

**GLOUCESTER COUNTY BOARD OF SUPERVISORS
NOTICE OF AND REQUEST FOR PUBLIC COMMENT**

Virginia Telecommunications Initiative (VATI) 2020 Application;

Effective immediately, notice is hereby given that the Gloucester County Board of Supervisors is requesting public comment on the proposed Virginia Telecommunications Initiative (VATI) Grant Application for 2020. Comments will be accepted from July 15 through July 31, 2019.

Background / Summary:

THIS IS N
The Virginia Department of Housing and Community Development (DHCD) has announced a competitive grant and application process to award \$19 million to eligible applicants to provide last-mile services to unserved areas in the Commonwealth. 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 are presently unserved by any broadband provider. Unserved areas are defined as having broadband speeds of less than 10 Mbps download and 1 Mbps upload or less. In addition, a proposed project area is considered eligible if 10% 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 for the proposed project areas. Applications must be submitted by a unit of government (Towns, Cities, Counties, EDA/IDA, Broadband/Wireless Authorities, Planning District Commissions, etc.) with a private sector provider(s) as a co-applicant. Cox Communications has agreed to collaborate as the private provider partner in the proposed project. Public comment is encouraged.

COMMENT SUBMITTAL

Junior softball goes 1-2 in state tournament

The combined Mathews-Middlesex junior softball team's hopes of being crowned Virginia champions fell short this past weekend, with the squad going 1-2 in the state Little League tournament.

The tournament was hosted by District 15 and the Caroline County Little League. The Mathews-Middlesex team, winners of the District 15 tournament the previous week, faced another combined squad, District 11 champs Tazewell-Lebanon-Richlands, in Saturday's opening round.

The local girls fell to Tazewell-Lebanon-Richlands, the eventual state tournament champions, by a 16-6 margin. The loss dropped the Mathews and Middlesex girls into the lower bracket, one loss away from elimination.

On Sunday morning, the girls took on Woodstock, crushing the Division 3 champs by a 12-1 margin immediately after that game, the girls were back on the diamond to face Madison County in a close contest. Mathews-Middlesex led the entire way until Madison came back to pull it out in the seventh inning, 9-7.

Morgan Crittenden led the Mathews-Middlesex offense in the state tournament, batting .750 with six hits, two RBIs, drawing two walks and stealing a base. Autumn Jackson batted .500 with three hits and two RBIs. Ella Hodgson hit .000 with four hits and three RBIs. Crittenden and Jackson were the only players to hit doubles. As a team, the Mathews-Middlesex girls batted .270 with an on-base percentage of .802.

State tournament begins Friday for 13-15 squad

The Gloucester 12U team was not the only Gloucester Youth Baseball squad who found success this past season, as the 13-15 year-old baseball team also won its district tournament and will play in the state tournament beginning on Friday, the team and head coach Billy Smith will suit up in Arlington to begin their state title chase.

Gloucester received a bracketing by the office at 6189 Main Street, Suite 303 for online registration, visit www.gloUCESTERVA.org.

Gloucester PR&T basketball camp to be held July 22-25

The sign-up deadline is approaching for the Gloucester Parks, Recreation and Tourism basketball camp.

The camp, for ages 6-9, will be held from 8:30-9:45 a.m. the week of July 22-25 at the Boatwright Elementary School gym, Friday, July 19, is the deadline to register; the fee is \$50. Participants should bring a 28.5-size basketball. Billy Moore, along with several volunteers, will lead the camp.

FALL SOCCER: Gloucester PR&T is offering fall soccer for ages 5-14. There is a \$5 discount on the registration fee if you register by July 21, after that date the fee is \$14 until the Aug. 4 registration deadline. Fall soccer begins in late August and ends in early November.

For more information on these and other activities call PR&T at 804-693-2355, email prti@gloUCESTERVA.org

at stop by the office at 6189 Main Street, Suite 303 for online registration, visit www.gloUCESTERVA.org.

The sign-up deadline is approaching for the Gloucester Parks, Recreation and Tourism basketball camp.

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For more information on these and other activities call PR&T at 804-693-2355, email prti@gloUCESTERVA.org

Gloucester 12U team punches regional ticket

BY PETER J. STABLE



Colby Collins, Cedric Simkes, Hayden Sammons and Tyler Jackson, from left, in the dugout during this past weekend's state tournament.

The members of the Gloucester Youth Baseball 12U baseball team left no doubt that they were the Real Ruth League State Champion this past weekend as they thrashed their competition by double-digit margins in every matchup of tournament in Glen Allen.

The young sluggers will now advance to the regional tournament, where they have the opportunity to punch their ticket to the Cal Ripken League World Series.

Gloucester enjoyed a first-round bye before taking on Glen Allen, which it promptly shut out on Friday for the score of 10-0. The home nine then advanced to take on Arlington, which had soundly defeated Lakeside, 6-1, in the first round.

Though Arlington was able to plate five runs, it was soundly defeated by a strong showing from the Gloucester offense in a 16-5 rout on Saturday. Arlington won the consolation bracket and earned another shot in the title game but again incurred a loss, this time by a score of 12-1.

Grayson Sherkliff was named tournament MVP and, per assistant coach Brian Decker, was a major contributor to the offense. "Grayson was just clutch," Decker said. "He did what he needed to do hitting the ball where the other team wasn't."

On the mound, Austin Shackleton nearly shut out Arlington, allowing a lone run and throwing a complete game. "He just completely dominated from the mound," Decker said.

From here, the team will advance to regionals which are held in Frederickburg beginning July 17. Teams from across the southeast, including Florida, Tennessee, Alabama and both Carolinas will travel for the tournament. Though the structure of the tournament (double versus single elimination) is not yet known, the winner will advance to the Cal Ripken

League World Series to be held in California.

"We've got to dominate in order to get to California for the Cal Ripken World Series," said Decker, "but I think our chances are good. The assistant coach pointed in the district tournament performance as evidence that the team can overcome adversity."

Gloucester actually lost its first game in the districts to Williamsburg and knew that if it did make the title game, it would need to defeat Wil-

liamsburg twice to advance

great," said Decker. "These kids have just come together so well... they're starting to know each other to the point of knowing what each other is going to do in certain situations. Decker said he felt the team was cohesive and has the right mindset to achieve victory. "There are no players on this team who think they are more valuable than the others, and at this level that's just a great thing."

"As far as where we go from here, I think our chances are

Lady Dukes to hold basketball camp in August

The Lady Dukes basketball team of Gloucester High School will host a basketball camp for rising seventh through ninth graders the week of Aug. 5-9 from 6 to 8 each evening. The camp will feature instruction and drills with the varsity team, as well as coaches from both the varsity and JV teams.

"We work on technique and fundamentals of things like shooting form, defense, passing, and ball handling,"

said Lady Dukes head coach Amy O'Neil. Camp cost is \$50 and covers the entire camp plus a t-shirt for participants. Athletes who attended the previous June camp can register for the August camp at half price.

"I feel like it's necessary to have something to teach at a younger age the foundation of the game instead of having kids walk in the door at the JV or varsity level and try to learn the game of bas-

ketball," O'Neil said of the purpose of the camp.

"We started these camps five years ago," she said, "because I knew there was nothing else over here for younger girls... it inspires all of us that this could become something bigger in the future."

Instructing this camp serves as the informal end of the offseason for O'Neil's own team. Following this camp, the Lady Dukes will

begin preseason activities including team workouts, attending camps as a squad, and eventual participation in the "Fall League," a preseason league of area schools across multiple districts.

The Lady Dukes graduated one senior last year and will return nearly their entire roster. O'Neil said last week that the coaching staff will aim to

begin preseason activities including team workouts, attending camps as a squad, and eventual participation in the "Fall League," a preseason league of area schools across multiple districts.

The Lady Dukes graduated one senior last year and will return nearly their entire roster. O'Neil said last week that the coaching staff will aim to

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GLOUCESTER COUNTY BOARD OF SUPERVISORS
NOTICE OF AND REQUEST FOR PUBLIC COMMENT
Virginia Telecommunications Initiative (VATI) 2010 Application
Effective immediately notice is hereby given that the Gloucester County Board of Supervisors is requesting public comment on the proposed Virginia Telecommunications Initiative (VATI) Grant Application for 2010. Comments will be accepted from July 15 through July 31, 2010.
Background Summary
The Virginia Department of Housing and Community Development (DHCD) has announced a competitive grant and application process to award \$10 million in eligible applications to provide last-mile services to unserved areas in the Commonwealth. 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 are presently unserved by any broadband provider. Unserved areas are defined as having broadband speeds of less than 10 Mbps download and 1 Mbps upload or less. In addition, a proposed project area is considered eligible if 10% 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 for the proposed project areas. Applications must be submitted by a unit of government (Towns, Cities, Counties, EMA, IDA, Broadband Wireless Authorities, Planning District Commissions, etc.) with a private sector provider(s) as a co-applicant. Cox Communications has agreed to collaborate as the private provider partner in the proposed project. Public comment is encouraged.
COMMENT SUBMITTAL
Name: _____
Department of Community Engagement
E-mail: clw@gloucester.gov
6467 Main Street, Gloucester, VA 23061
Department Hours: 8 am to 4:30 pm
Phone: 804-694-5738 (for direct comment or to request assistance)
TTY/Voice: 1-800-877-4338

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.*

Residential Internet	Starter 10	Connect2Compete	Essential 30	Preferred 150	Ultimate	Gigablast
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.*

Business Internet	Business Internet - 100	Business Internet - 200	Business Internet - 300
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



MIDDLE PENINSULA PLANNING DISTRICT COMMISSION

August 29, 2019

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Secretary/Director

Mr. Lewis L. Lawrence

Ms. Carol Steele
Assistant County Administrator
P.O. Box 329
Gloucester, VA 23061

Dear Ms. Carol Steele,

The Middle Peninsula Planning District Commission is pleased to support Gloucester County's application for a Virginia Telecommunications Initiative (VATI) grant to provide broadband to unserved areas in the county. The addition of intranet services will benefit both residents and businesses, providing a better quality of life and more economic vitality to the area. We are especially supportive of the regional impact with approximately 1,500 unserved residents of Mathews and Middlesex County obtaining broadband access.

Much of the unserved areas in Gloucester are along the waterfronts where working watermen make their living. Not only do the areas not have broadband, but some of the sites have no cell coverage or spotty coverage at best. The County's plan to provide public broadband access at the Aberdeen Creek docks and the Timberneck Boat Landing/Dock, two of the most frequented sites for watermen on the York River, will have tremendous benefit. Broadband access will allow watermen to communicate with their markets, check for pricing and make distribution plans which will create greater efficiency and generate additional sales revenue. Some of the watermen do not have broadband access at their homes or may not be able to afford the service. Utilizing service at the docks could make a big difference to their business. Establishing public access to help the watermen is an innovative way to provide assistance to one of Virginia's oldest and vital industries.

The Middle Peninsula needs ubiquitous broadband service to maintain and improve housing markets, develop new businesses, be able to utilize telehealth services and to ensure our children are properly educated and are competitive with students from other regions.

Thank you for your consideration of Gloucester County's application. If you have any additional questions please feel free to contact me by phone at 804-758-2311 or by email at llawrence@mppdc.com.

Sincerely,

Lewis Lawrence

Gloucester Telecommunications Committee
c/o Gloucester County Administration
P.O. Box 329
Gloucester, VA 23061

August 21, 2019

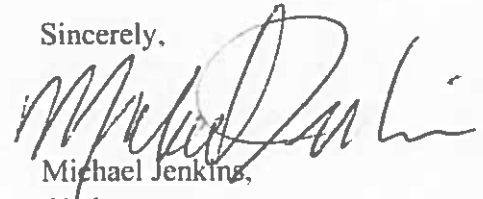
Dear Sir or Madam:

The Gloucester County Telecommunication Committee voted unanimously to offer its support of the County's Virginia Telecommunications Initiative (VATI) grant request. As residents of the County and volunteers on the committee, we are very familiar with what the lack of broadband access means to the citizenry, the School System, to Workforce Development, to the quality of life in Gloucester and to our economy. Broadband is an essential utility that every resident and business needs access to.

We appreciate your consideration of Gloucester's request and hope that the Virginia Department of Community Development and Housing will look favorably on the County's application. With the State's assistance and the County's partners, we can resolve the gap in services and achieve our goal of broadband access throughout the entire county.

Thank you for helping to make broadband a priority in Virginia and for providing numerous opportunities for communities to learn about the VATI program.

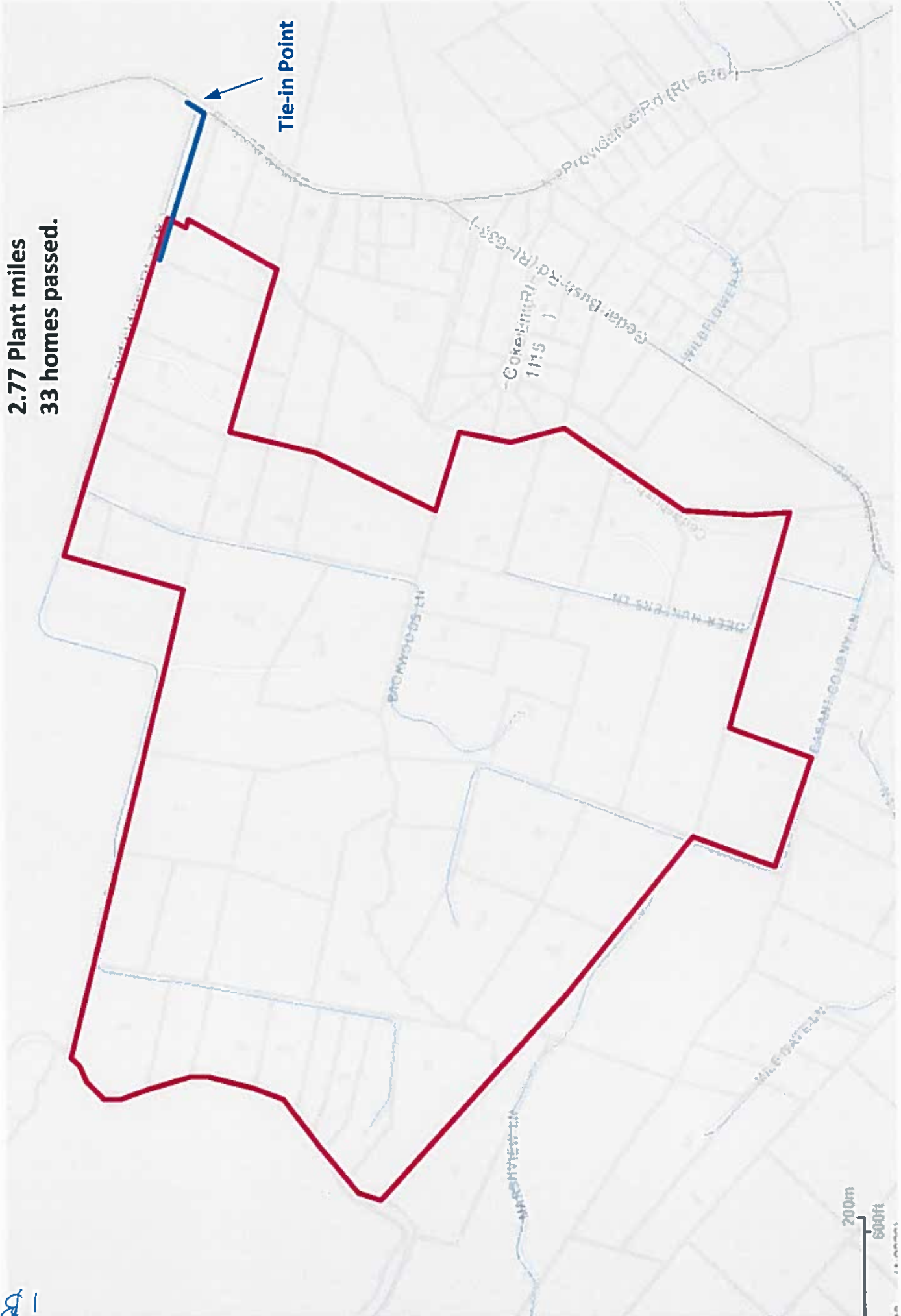
Sincerely,

A handwritten signature in black ink, appearing to read "Michael Jenkins", is written over a circular stamp or watermark.

Michael Jenkins,
Chairperson

Fairfield Ln – Pleasant Colony Ln
2.77 Plant miles
33 homes passed.

Tie-in Point

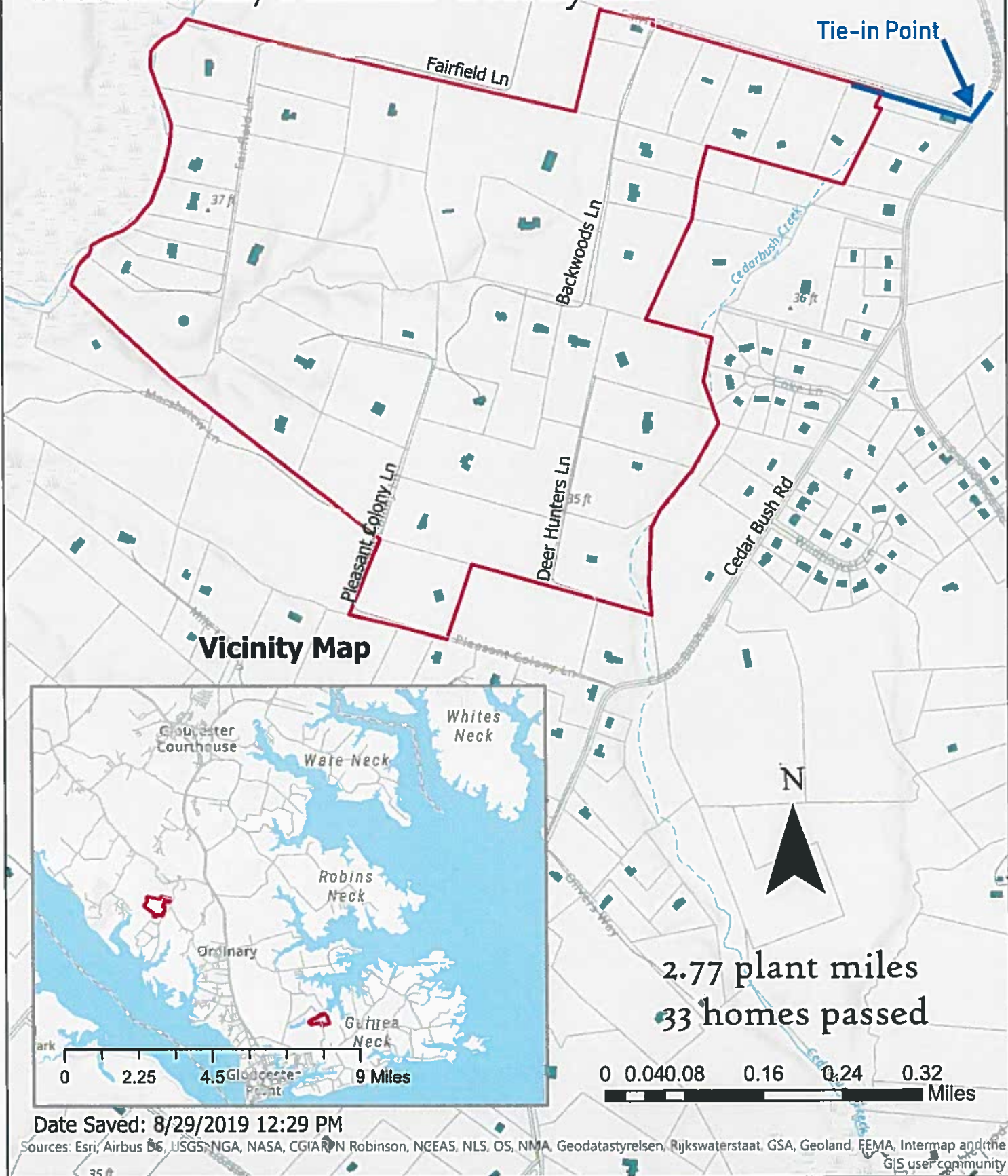


200m
600ft

1B

BROADBAND SERVICE AREA

Fairfield Ln/Pleasant Colony Ln

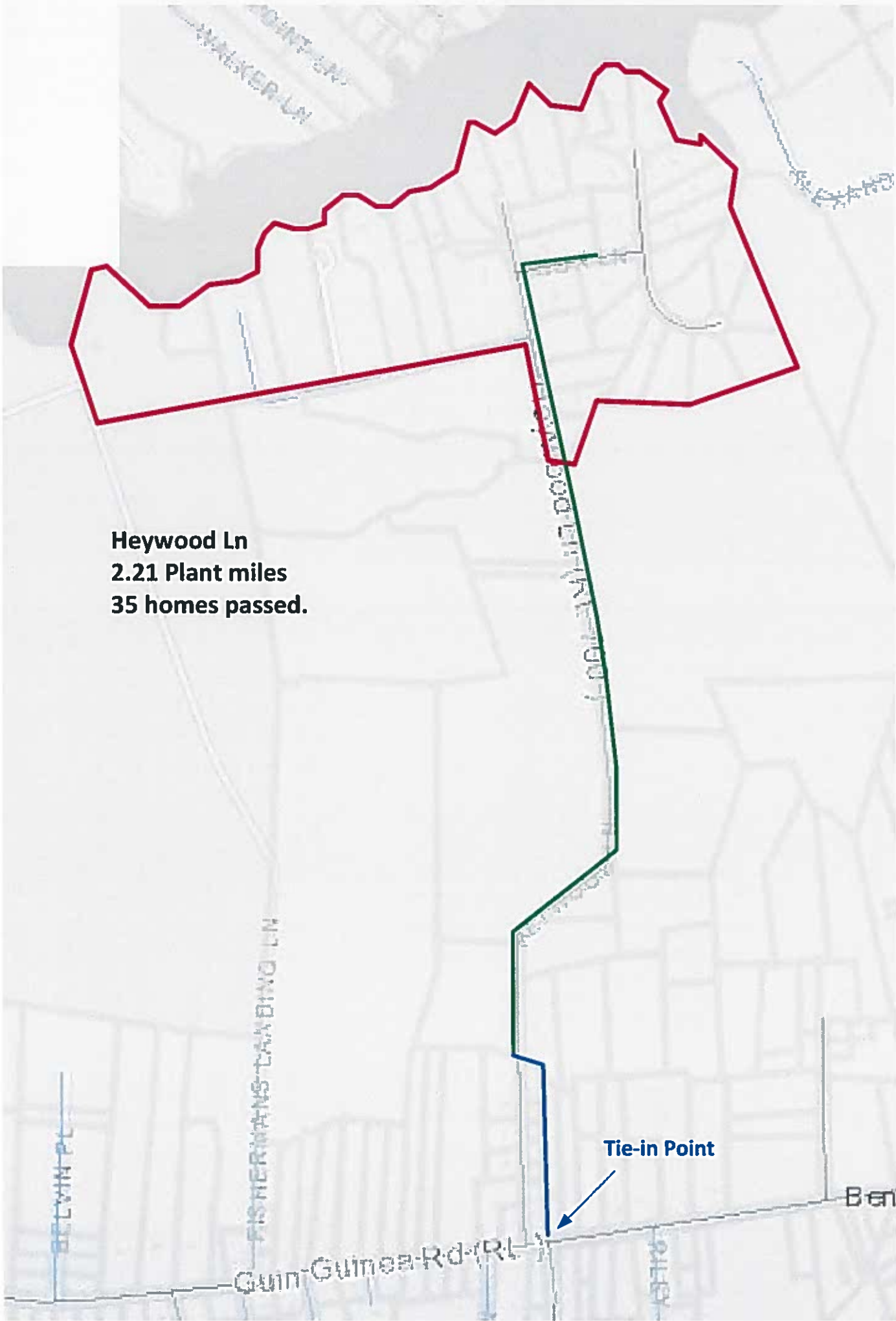


Vicinity Map

2.77 plant miles
33 homes passed

Date Saved: 8/29/2019 12:29 PM

Sources: Esri, Airbus DS, USGS NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



Heywood Ln
2.21 Plant miles
35 homes passed.

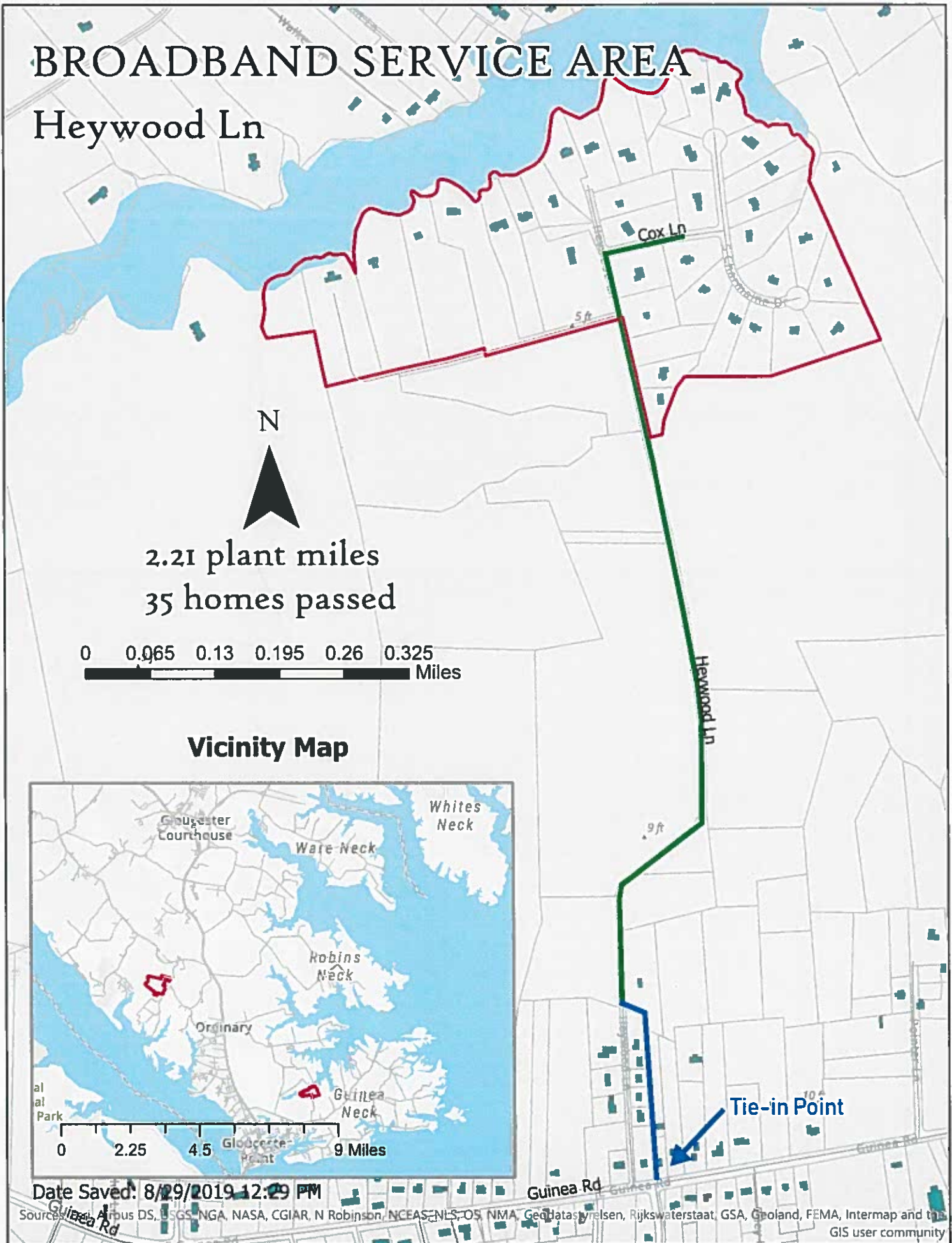
Tie-in Point

Guinea Rd (Rt)

Ben

BROADBAND SERVICE AREA

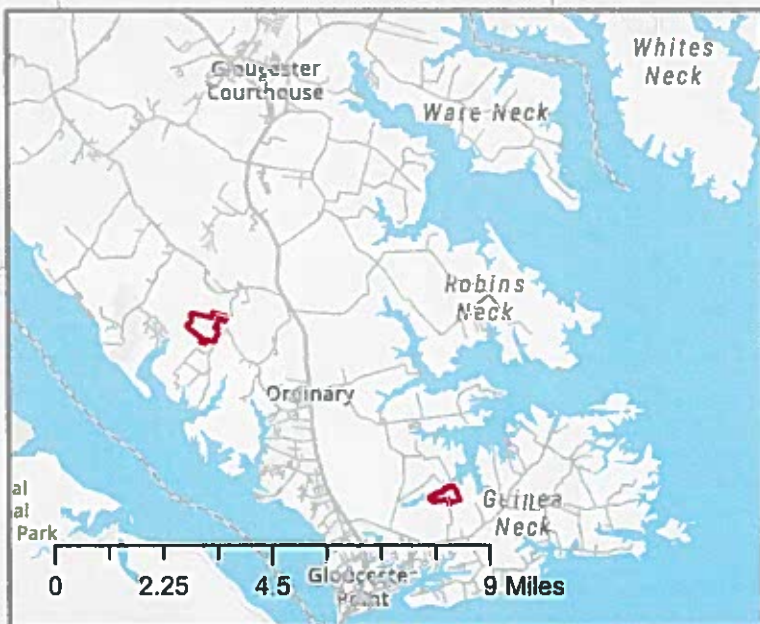
Heywood Ln



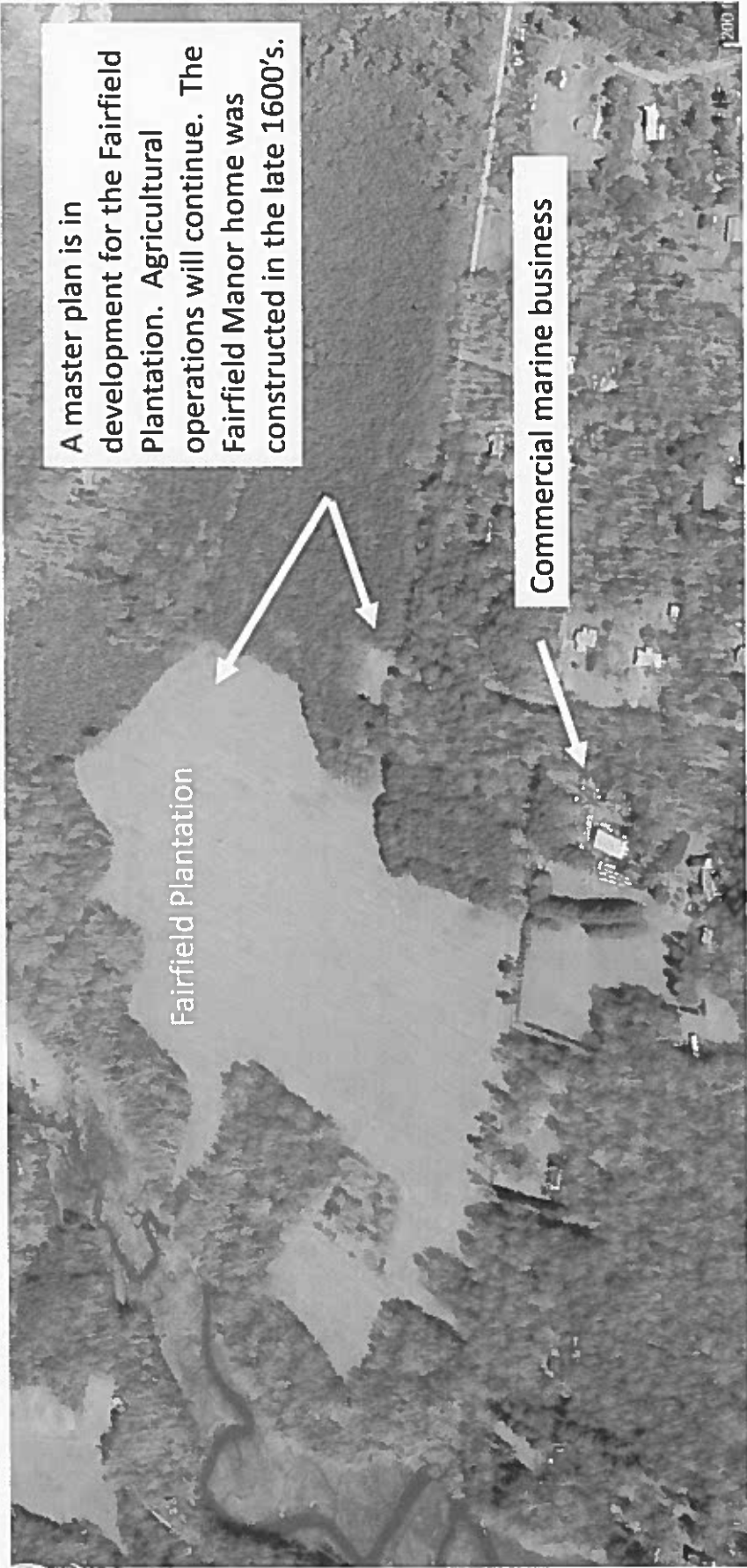
2.21 plant miles
35 homes passed

0 0.065 0.13 0.195 0.26 0.325 Miles

Vicinity Map



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A master plan is in development for the Fairfield Plantation. Agricultural operations will continue. The Fairfield Manor home was constructed in the late 1600's.

Fairfield Plantation

Commercial marine business

1,000'

Gloucester County Grant History Examples

Grant ID FEMA Flood	Acquisition / Elevation ⁽²⁾	Total Project Investment ⁽³⁾	BOS Accepted Grant by Resolution	Grant Close Out or Expiration
DR-1874-007	Elevation (phase 2) 8 homes	\$1,139,035	October 2, 2012 (7-0 vote)	Closed 12-21-2017
DR-1905-009	Elevation of 8 homes	\$881,390	October 2, 2012 (7-0 vote)	Closed 10-2-2017
DR-1905-010	Elevation of 6 homes	\$643,480	May 7, 2013 (7-0 vote)	Closed 10-4-2017
PJ-2017-002	Elevation of 4 homes	\$902,915	November 7, 2018 (5-0 vote, 2 absent)	Active; Expires 03-20-2021
DR-4291-VA- 002	Elevation of 6 homes	\$1,023,360	May 7, 2019 (7-0 vote)	Active; Expires 12-06-2021
DR-4291-VA- 004	Elevation of 6 homes	\$1,073,815	May 7, 2019 (7-0 vote)	Active; Expires 12-06-2021

Transportation Alternatives/Transportation Enhancement Grants (VDOT administered FHWA funds)

Reimbursement grant: 80% federal, 20% local.

Edge Hill Service Station – Restore 1930’s Texaco station and surrounding acreage to serve as an education center for Middle Peninsula history and office space for the Fairfield Foundation. \$384,000 grant awarded in June 2012. Total estimated project cost is \$481,000. Anticipate completion Winter 2019.

2017 Virginia Telecommunication Initiative Grant – Extend broadband infrastructure to previously unserved residences and businesses. \$193,094 grant awarded in April 2017. Completed December 2017.

National Park Service Chesapeake Bay Gateways and Trails Grant – Create County museum exhibits about Werowocomoco, a historic site recently acquired by the National Park Service that will not be open to the public for several years. \$60,000 grant awarded in May 2017. \$60,000 addition awarded in July 2019. Anticipate completion Summer 2020.

National Park Service American Battlefield Protection Program Battlefield Preservation Planning Project Grant – Conduct a battlefield survey to discover the extent of the Revolutionary War Hook Battlefield and develop an archeological research design to support public outreach and preservation planning. \$39,000 grant awarded in September 2018. Anticipate completion Summer 2020.

FY18 PSAP Grant – Replace call handling equipment in the County’s E911 call center. \$150,000 grant awarded in January 2017. Completed June 2019.