

COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
REGULAR MEETING  
July 12, 2022

The Henrico County Board of Supervisors convened a regular meeting on Tuesday, July 12, 2022, at 7:00 p.m. in the Board Room, Administration Building, Henrico County Government Center, Parham and Hungary Spring Roads, Henrico County, Virginia.

**Members of the Board Present:**

Patricia S. O'Bannon, Chairman, Tuckahoe District  
Frank J. Thornton, Vice-Chairman, Fairfield District  
Tyrone E. Nelson, Varina District  
Thomas M. Branin, Three Chopt District – via WebEx  
Daniel J. Schmitt, Brookland District

**Other Officials Present:**

John A. Vithoukas, County Manager  
Andrew R. Newby, County Attorney  
Tanya N. Brackett, CMC, Assistant to the County Manager/Clerk to the Board  
W. Brandon Hinton, Deputy County Manager for Administration  
Monica Smith-Callahan, Deputy County Manager for Community Affairs  
Anthony E. McDowell, Deputy County Manager for Public Safety  
Cari M. Tretina, Assistant to the County Manager/Chief of Staff  
Benjamin A. Sheppard, Director of Public Relations

Mrs. O'Bannon announced that Mr. Branin was unable to physically attend the meeting in person due to a temporary medical condition. She noted the Board had arranged for Mr. Branin to be heard by all persons in the Board room and that a quorum was present in the Board room.

On motion of Mr. Thornton and seconded by Mr. Nelson, the Board approved Mr. Branin's electronic participation, in accordance with the Board's electronic participation policy.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Nelson, Schmitt

No: None

Jeanetta Lee, Chaplin for the Henrico County Police Division, delivered the invocation.

On motion of Mr. Nelson, seconded by Mr. Schmitt, the Board approved the minutes of the June 28, 2022, Regular and Special Meetings.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Branin, Nelson, Schmitt

No: None

### **BOARD OF SUPERVISORS' COMMENTS**

Mr. Thornton noted the many great workers for the County and acknowledged the workers of the Department of Public Works. He received a letter from one resident who noted the workers answered 30 questions regarding safety measurers within the County. He wanted to thank the Department, thank the Manager, and give out kudos.

Mr. Schmitt offered his condolences to the family of Julia Budzinski who died during an accident on the James River on Saturday, July 3. Julia was a student at Glen Allen High School.

Mr. Schmitt announced last week was the annual Red, White, and Lights signature event at Crump Park. The weather was beautiful, and thousands came out to enjoy patriotic entertainment, great food, a kid's zone, and a spectacular laser light show finale accompanied by the Richmond Symphony. It was a spectacular event, and it was a great time of creating new memories with the community. Mr. Schmitt thanked Patrick Nalley and Henrico's Green Machine at Recreation and Parks for their massive effort in planning and hosting this great holiday celebration. He also thanked Chiefs English and Oughton and all public safety personnel for their work behind the scenes so that we could all safely enjoy this special time together.

Mrs. O'Bannon noted the passing of Kirkland Jackson who lost his battle with cancer on July 1. He was the beloved band director at Tuckahoe Middle School. He is survived by his wife, Maureen, and two daughters Elisa and Corinne. A GoFundMe has been established for Kirk's two young daughters; he will be missed greatly.

### **RECOGNITION OF NEWS MEDIA**

Mrs. O'Bannon recognized Kate Kimbell from the *Henrico Citizen*.

### **PRESENTATIONS**

Mr. Thornton presented a proclamation recognizing July 17 – 23, 2022, as Pretrial, Probation, and Parole Supervision Week. Accepting the proclamation was Shelby Johnson, Director of Community Corrections. Joining her were Sarah Perkins-Smith, Drug Court Administrator; Chris Jacobs, Probation Manager; Aimee Broadney, Probation Supervisor. Also joining them were Laura Siegfried, Pretrial Officer; Kathy Jones, Director of Juvenile Probation; and Stephanie Medlin, Chief of District #32 Probation and Parole.

Mr. Vithoukas recognized Megan Brown, Executive Director of Keep Henrico Beautiful, who turned over the presentation to Colin Walthall, Tuckahoe District representative on the Keep Henrico Beautiful Committee, to present the Committee's Land Lover and Clean Business Awards. He recognized the members present for the presentation: Linda Leigh from the Tuckahoe District; Brian Montgomery from the Fairfield District; Aileen Rivera and Pris Woods from the Varina District; and Dan Shardein from the Brookland District.

Mr. Schmitt presented the Land Lover Award for the Brookland District to Tricia, Danny, and Nick Hayes; Mr. Thornton presented the Land Lover Award for the Fairfield District to

Ron Stradone; Mrs. O'Bannon presented the Land Lover Award for the Three Chopt District, in the physical absence of Mr. Branin, to David Drash; Mrs. O'Bannon presented the Land Lover Award for the Tuckahoe District to Sheryl Smith; and Mr. Nelson presented the Land Lover Award for the Varina District to Evelyn Dixon. Mrs. O'Bannon presented the County Wide Clean Business Award to Rivanna Natural Designs.

### MANAGER'S COMMENTS

Mr. Vithoukias recognized John Marshall, Judge for the Henrico County Circuit Court, who presented a special Resolution to the family of the late Bernard Greene. Judge Marshall stated he was honored to present a resolution on behalf of the Senate of Virginia and Senator Jennifer L. McClellan, who was the patron of the resolution. Accepting the resolution in Mr. Greene's honor were his wife, Kimlyn Greene; his sisters Sharon and Angela Greene; Bernard Sr. and Josephine Greene, his parents; along with his stepmother, Mary Greene. Joining them were his daughters Brittany Barrett and Bernisha Greene; granddaughters Marley and Bentleigh; his great nieces, Doniece Flax and Joi elle; and his mother-in-law, Isabelle Brand.

### PUBLIC HEARINGS - REZONING CASES

22-22 Atlantic Crossing, LLC: Request to conditionally rezone from A-1  
REZ2021- Agricultural District to M-2C General Industrial District (Conditional)  
00056 Parcels 841-712-8524, 842-712-1529, 842-712-5063, 843-711-6375, 843-712-  
Varina 6388, and 844-709-3698 containing 530.47 acres located on the north and  
south lines of E. Williamsburg Road (U.S. Route 60) at its intersection with  
Technology Boulevard.

Mr. Vithoukias announced this case had been withdrawn by the applicant and no further action was required by the Board.

115-22 Markel | Eagle Advisors, LLC: Request to conditionally rezone from A-1  
REZ2022- Agricultural District to R-5AC General Residence District (Conditional)  
00002 part of Parcels 733-778-7649 and 734-777-3893 containing 46.599 acres  
Three Chopt located at the southwest intersection of Pouncey Tract Road (State Route  
271) and Wyndham West Drive.

Mr. Vithoukias announced the applicant has requested this item be deferred to the August 9, 2022, meeting.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mr. Schmitt, and by unanimous vote, the Board deferred this item to the August 9, 2022.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Branin, Nelson, Schmitt

No: None

## **PUBLIC HEARINGS - OTHER ITEMS**

198-22            Ordinance - To Grant Verizon Virginia LLC the Right and Privilege to Construct, Operate, and Maintain a Cable System in the County.

John Owens, a resident of the Brookland District, requested more guidance from Verizon, stating there is a lack of in-person return customer service locations throughout the County and a lack of customer service hours for the 1-800 number. Louise Anderson, a representative from Verizon who was present for the meeting via WebEx, responded to Mr. Owens's concerns and noted she would follow-up with someone in the local store to get a response regarding his questions.

On motion of Mr. Nelson, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached ordinance.

199-22            Resolution - Signatory Authority - Conveyance of Temporary Construction Easements to the City of Richmond - Fairfield District.

No one from the public spoke in opposition to this item.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.

## **PUBLIC COMMENTS**

John Owens, a resident of the Brookland District, questioned why the lanes were being reduced on Dumbarton Road from four lanes to two in order to make room for bike lanes. He encouraged the Board to reconsider this and said that roads should be used for driving and not for bicycling.

Leonie and Patricia May, residents of the Varina District, requested help and guidance from the Board for their food truck that has been noticed by the Department of Community Revitalization for an alleged violation of local zoning regulations.

## **GENERAL AGENDA**

200-22            Introduction of Ordinance - To Amend and Reordain Section 20-625 Titled "Persons other than small loan companies lending money for purchase of chattels secured by liens; purchasers of conditional sale contracts" of the Code of the County of Henrico to Conform to 2022 Changes in State Law Regarding Local Business License Taxes.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached introduction of ordinance.

201-22            Introduction of Ordinance - To Amend and Reordain Section 20-59 Titled "Agricultural, horticultural, forest and open space uses" of the Code of the County of Henrico to Conform to 2022 Changes in State Law Regarding

Land Use Assessments.

On motion of Mr. Thornton, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached introduction of ordinance.

202-22 Introduction of Ordinance - To Amend and Reordain Section 22-36 Titled “Unnecessary noise in operation of vehicle” of the Code of the County of Henrico to Conform to 2022 Changes in State Law and Regulate Vehicle Exhaust Noise.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached introduction of ordinance.

203-22 Introduction of Ordinance - To Amend and Reordain Section 5-1 Titled “Definitions” and Repeal and Reserve Section 5-30 Titled “Control of dangerous or vicious dogs” and Section 5-31 Titled “Vicious dogs” of the Code of the County of Henrico to Rely on State Regulations of Dangerous and Vicious Dogs as Amended by the General Assembly.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached introduction of ordinance.


204-22 Resolution - Signatory Authority - Lease Amendment - Henrico Area Mental Health and Developmental Services - Providence Forge.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached resolution.

205-22 Resolution - Acceptance of Roads - Fairfield, Brookland and Varina Districts.

On motion of Mr. Nelson, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached resolution.

There being no further business, the meeting was adjourned at 8:11 p.m.

  
Chairman, Board of Supervisors  
Henrico County, Virginia

# Proclamation



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

## **PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK**

*July 17 - 23, 2022*

**WHEREAS**, community corrections agencies are essential parts of the justice system; and

**WHEREAS**, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and

**WHEREAS**, community corrections agencies work collaboratively and in partnership with other local and state entities to respond effectively to crime and correctional needs in each locality throughout the Commonwealth; and

**WHEREAS**, Virginia maintains a system that allows individuals to be supervised in their communities while on pretrial, probation, or parole supervision to protect the safety and well-being of citizens; and

**WHEREAS**, community corrections professionals are charged with preserving Virginian's safety by implementing data driven practices to ensure individuals placed on supervision adhere to mandated conditions, which includes court appearances and applying appropriate interventions and sanctions for non-compliance with pretrial, probation, or parole conditions; and

**WHEREAS**, community corrections professionals support rehabilitative justice, engage in evidence-based practices, and help individuals on supervision to transition into productive citizens and are a true **FORCE FOR POSITIVE CHANGE** in their communities.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of Supervisors of Henrico County, Virginia hereby recognizes July 17-23, 2022, as Pretrial, Probation, and Parole Supervision Week; salutes the men and women who have contributed to the success of community corrections; and calls to the attention of Henrico residents the theme for this year's observance, **Creating Hope and Restoring Trust**.



*Patricia S. O'Bannon*

Patricia S. O'Bannon, Chairman  
Board of Supervisors

## **Keep Henrico Beautiful Committee Land Lover and Clean Business Awards.**

Several members of the Keep Henrico Beautiful Committee will join members of the Board of Supervisors at the July 12, 2022, Board meeting to recognize the winners of this year's Land Lover and Clean Business Awards Program. One residential property owner from each of the County's five magisterial districts and one county-wide Clean Business will receive an award for their beautification and sustainability efforts.

**THE KEEP HENRICO BEAUTIFUL COMMITTEE  
LAND LOVER AND CLEAN BUSINESS AWARDS  
JULY 12, 2022 BOARD OF SUPERVISORS PRESENTATION  
BROOKLAND DISTRICT SUPERVISOR, DANIEL SCHMITT**

**LAND LOVER AWARD WINNER  
The Hayes Family  
11228 Greenwood Road**



- Reduction or elimination of pesticides and fertilizers
- Pollinator garden
- Rain barrels
- Native plants
- Bee hives



**THE KEEP HENRICO BEAUTIFUL COMMITTEE  
LAND LOVER AND CLEAN BUSINESS AWARDS  
JULY 12, 2022 BOARD OF SUPERVISORS PRESENTATION  
FAIRFIELD DISTRICT SUPERVISOR, FRANK THORNTON**

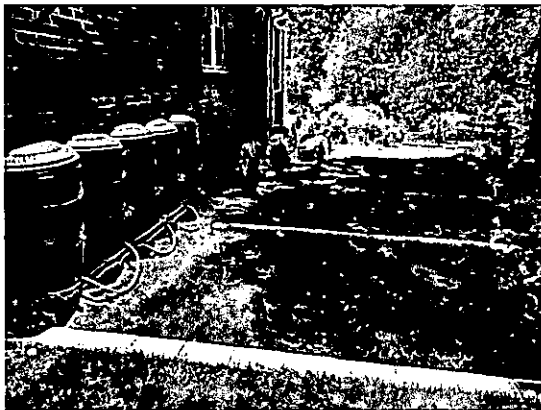
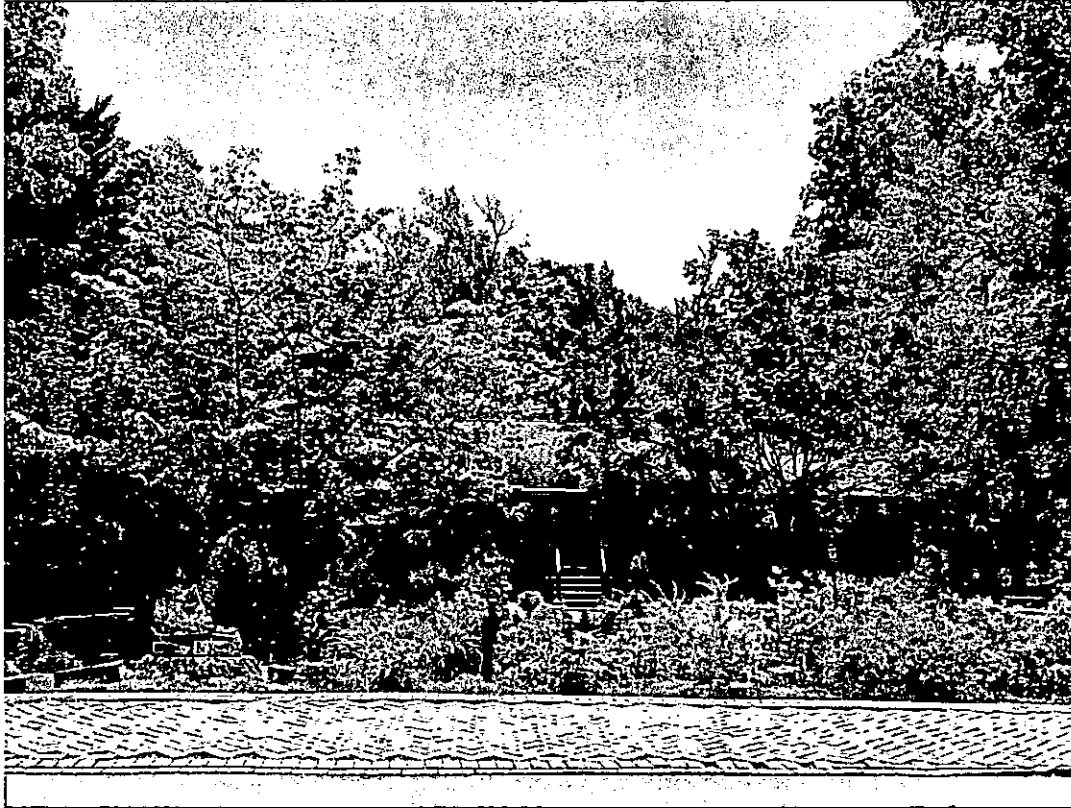
**LAND LOVER AWARD WINNER  
Karen Wolfe and Ron Stradone  
2706 Kenwood Avenue**



- Reduction or elimination of pesticides and fertilizers
- Pollinator garden
- Rain barrels
- Native plants
- Organic vegetables
- Composting

**THE KEEP HENRICO BEAUTIFUL COMMITTEE  
LAND LOVER AND CLEAN BUSINESS AWARDS  
JULY 12, 2022 BOARD OF SUPERVISORS PRESENTATION  
THREE CHOPT DISTRICT SUPERVISOR, THOMAS BRANIN**

**LAND LOVER AWARD WINNER  
David and Judiann Drash  
7905 Alvarado Road**



- Pollinator garden
- Participant in *Virginia Conservation Assistance Program*
- Rain barrels
- Native plants
- Solar Panels
- Permeable pavement

**THE KEEP HENRICO BEAUTIFUL COMMITTEE  
LAND LOVER AND CLEAN BUSINESS AWARDS  
JULY 12, 2022 BOARD OF SUPERVISORS PRESENTATION  
TUCKAHOE DISTRICT SUPERVISOR, PATRICIA O'BANNON**

**LAND LOVER AWARD WINNER  
Sheryl Smith  
10325 Waltham Drive**



- Reduction or elimination of pesticides and fertilizers
- Pollinator garden
- Native plants
- Participation in *Virginia Conservation Assistance Program*
- Electric tools only
- Gives away native plants to neighbors

**THE KEEP HENRICO BEAUTIFUL COMMITTEE  
LAND LOVER AND CLEAN BUSINESS AWARDS  
JULY 12, 2022 BOARD OF SUPERVISORS PRESENTATION  
VARINA DISTRICT SUPERVISOR, TYRONE NELSON**

**LAND LOVER AWARD WINNER  
Evelyn B Dixon  
167 Hanover Road**



- Reduction or elimination of pesticides and fertilizers
- Pollinator garden
- Native plants
- Park-like area near roadside

THE KEEP HENRICO BEAUTIFUL COMMITTEE  
LAND LOVER AND CLEAN BUSINESS AWARDS  
JULY 12, 2022 BOARD OF SUPERVISORS PRESENTATION

HENRICO COUNTY  
CLEAN BUSINESS AWARD WINNER  
Rivanna Natural Designs  
3009 Lincoln Avenue



- Native plants
- Participation in *Virginia Conservation Assistance Program*
- Reduction of impermeable surfaces
- Sustainable products
- 100% of electricity is offset and all shipping is carbon neutral



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 198-22  
Page No. 1 of 1

**Agenda Title: ORDINANCE — To Grant Verizon Virginia LLC the Right and Privilege to Construct, Operate, and Maintain a Cable System in the County**

For Clerk's Use Only:

Date: 7/12/2022

- Approved
- Denied
- Amended
- Deferred to:

**BOARD OF SUPERVISORS ACTION**

Moved by (1) Nelson Seconded by (1) Branin  
(2) \_\_\_\_\_ (2) \_\_\_\_\_

REMARKS

**APPROVED**

YES NO OTHER

Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHEREAS, effective June 13, 2006, Henrico County, Virginia, granted a cable television franchise to Verizon Virginia, Inc. (now "Verizon Virginia LLC" and referred to hereafter as "Verizon"); and,

WHEREAS, by letter dated November 13, 2018, Verizon requested that the County commence renewal proceedings in accordance with Section 626(a)(1) of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C § 546(a)(1); and,

WHEREAS, by resolution adopted September 10, 2019, the Board of Supervisors authorized the Director of General Services and the County Attorney to negotiate with Verizon concerning matters relating to renewal of the Franchise; and,

WHEREAS, Verizon and the County have agreed to the terms of a new franchise agreement.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of Henrico County, Virginia that:

1. A nonexclusive franchise is hereby granted to Verizon Virginia LLC to construct, operate, and maintain a cable system within the County of Henrico for the term and upon the conditions set forth in Chapter 7 of the Code of the County of Henrico and the Franchise Agreement, the form of which is attached hereto (referred to hereinafter as the "Agreement").

2. The County Manager is authorized to execute the Agreement on behalf to the County.

3. The franchise granted to Verizon on June 13, 2006, is repealed and replaced by the franchise granted by this ordinance, effective upon the execution of the new Agreement.

Comments: The Director of General Services recommends approval of the Board paper, and the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Certified:  
A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors

Copy to: \_\_\_\_\_

Date: \_\_\_\_\_

**Cable Franchise Renewal Agreement**

**by and between**

**County of Henrico, Virginia**

**and**

**Verizon Virginia LLC**

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EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE  
SERVICE

EXHIBIT B – SERVICE AREA MAP

EXHIBIT C -- CUSTOMER SERVICE STANDARDS

EXHIBIT D – PEG ORIGINATION POINTS

EXHIBIT E – LETTER OF CREDIT FORM



THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Agreement") is entered into by and between the County of Henrico, a duly organized county under the applicable laws of the Commonwealth of Virginia (the "County" or "LFA") and Verizon Virginia LLC, a limited liability company duly organized under the applicable laws of the Commonwealth of Virginia (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5));

WHEREAS, the County is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant the Code of Virginia, annotated, § 15.2-2108 and the Henrico County Cable Communications Ordinance, Chapter 7 of the Henrico County Code;

WHEREAS, the LFA granted to Franchisee effective as of June 13, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Service Area which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, which Non-Cable Services are not subject to applicable state law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the LFA and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

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

NOW, THEREFORE, in consideration of the LFA's grant of a renewal franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the

Franchise/Service Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein and the provisions of the Cable Communications Ordinance not inconsistent with the Agreement, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged.

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. References in this section to any federal or state law shall include amendments thereto as may be enacted from time-to-time. In addition, the following definitions shall apply:

1. **DEFINITIONS**

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

1.2. Affiliate: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. Basic Service: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Agreement.

1.4. Cable Communications Ordinance: Chapter 7 of the Code of the County of Henrico, Virginia.

1.5. Cable Service or Cable Services: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. Cable System or System: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.7. Channel: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. Communications Act: The Communications Act of 1934, as amended.

1.9. Control: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of Franchisee's affairs.

1.10. Educational Access Channel: An Access Channel available for the use of the local public schools and community colleges in the Franchise Area.

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

1.12. Force Majeure: An event or events reasonably beyond the ability of Franchisee to control. This includes, but is not limited to, severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, fire, flood, epidemic, pandemic, or similar health crisis, or other act of God, sabotage, work delays because utility providers denied or delayed the Franchisee access to utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. Franchise Area: The entire existing territorial limits of the LFA and such additional areas as may be included in the territorial limits of the LFA during the term of this Agreement.

1.14. Franchisee: Verizon Virginia LLC, and its lawful and permitted successors, assigns and transferees.

1.15. Government Access Channel: An Access Channel available for the use of the LFA.

1.16. Gross Revenue: All revenue, as determined in accordance with generally accepted accounting principles, that Franchisee and its Affiliates receive from Franchisee's provision of Cable Service over the Cable System in the County. Gross Revenue includes, but is not limited to:

- (1) fees charged for Basic Service;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Channel(s), e.g. HBO, Cinemax, or Showtime;
- (4) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (5) revenue from the provision of any other Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for Video Programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for service calls;
- (9) fees for leasing of Channels;
- (10) rental of customer equipment, including converters and remote control devices;

- (11) fees for digital video recorders;
- (12) advertising revenues (on a pro rata basis) as set forth herein;
- (13) revenues from the sale or rental of Subscriber lists;
- (14) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Section 1.16.2(6) below;
- (15) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (16) revenues from the sale of program guides;
- (17) late payment fees;
- (18) revenues from NSF check charges;
- (19) franchise fees for the provision of Cable Service over the Cable System in the County;
- (20) fees for video on demand; and
- (21) foregone revenues that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value, subject to Sections 1.16.2(4) and 1.16.2(8) below.

For the avoidance of doubt, advertising revenues shall include the amount of Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.16.1(12) and (14) above, is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Virginia. Franchisee has 100 Subscribers in LFA, 500 subscribers in Virginia, and 1,000 subscribers nationwide. Gross Revenue as to LFA from Ad "A" is 10% of Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is 20% of Franchisee's revenue therefrom.

However, Gross Revenue shall not include:

- (1) Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;
- (2) Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

(3) Refunds, rebates, or discounts made to Subscribers or other third parties;

(4) Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues classified as Non-Cable Services in accordance with applicable federal and state laws or regulations;

(5) Any revenue of Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

(6) The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

(7) Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable revenue);

(8) Any foregone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such foregone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;

(9) Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

(10) Program launch fees; and

(11) Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing.

1.17. High-Definition (HD) PEG Access Channel: A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of up to 1080i or such higher resolution as determined by the Franchisee in its sole discretion.

1.18. Information Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.19. Internet Access: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20. Local Franchise Authority (LFA): The County of Henrico including, where applicable, the Henrico County Board of Supervisors, or the lawful successor, transferee, or assignee thereof.

1.21. Non-Cable Services: Any service that does not constitute the provision of Cable Services including, but not limited to, Information Services and Telecommunications Services.

1.22. Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

1.24. PEG: Public, Educational, and Governmental.

1.25. Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity, whichever is applicable.

1.26. Public Access Channel: An Access Channel available for use by the residents in the Franchise Area.

1.27. Public Rights-of-Way: The surface and the area across, in, over, along, upon and below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, or drive, including public utility easements and public lands and waterways used as Public Rights-of-Way, and any temporary or permanent fixtures or improvements located thereon, as the same may now or hereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

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

1.29. *Service Area*: All portions of the Franchise Area where Cable Service is being offered as of the Effective Date, as delineated on the attached Exhibit B.

1.30. Standard (SD) PEG Access Channel: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a

4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Franchisee in its sole discretion.

1.31. Subscriber: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.32. Telecommunications Facilities: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.33. Telecommunication Services: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.34. Title II: Title II of the Communications Act.

1.35. Title VI: Title VI of the Communications Act.

1.36. Transfer of the Franchise:

1.36.1. Any transaction in which:

1.36.1.1. an ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of Franchisee is transferred; or

1.36.1.2. the rights and obligations held by Franchisee under the Agreement are transferred or assigned to another Person or group of Persons.

1.36.2. However, notwithstanding Sub-sections 1.36.1.1 and 1.36.1.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the franchise or the rights held by the Franchisee under the Agreement to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; any action which is the result of a merger of another Affiliate of the Franchisee; or a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the franchise or Cable System in order to secure indebtedness.

1.36.3. Video Programming: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20) and Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, §15.2-2108.19, effective July 1, 2006.

1.36.4. Video Service Provider or VSP: Any entity to which the LFA has expressly granted the right to use any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

## 2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. Grant of Authority: Upon passage by the LFA of an ordinance granting a renewal franchise to the Franchisee, the Franchisee will be granted a renewal franchise subject to the terms and conditions of this Agreement and the provisions of the Cable Communications Ordinance not inconsistent with the Agreement, the Communications Act, and all other applicable law. The Agreement will be for the period specified in Section 2.3 below, during which time the Franchisee will receive the right and obligation to construct, reconstruct, operate and maintain a Cable System within the Public Rights-of-Way in the Franchise Area to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant or Agreement.

2.2. LFA Does Not Regulate Telecommunications: The LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of the Franchisee's FTTP Network to the extent the FTTP Network has been constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. Term: This Agreement shall become effective on July 1, 2022 (the "Effective Date"). The term of this Agreement shall be five (5) years from the Effective Date unless the Agreement is earlier terminated by Franchisee pursuant to Section 2.4 or 2.5 hereof or revoked by the LFA as provided herein.

2.4. Termination Generally: Notwithstanding any provision herein to the contrary, commencing as of the first anniversary of the Effective Date, Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in Franchisee's sole discretion, upon twelve (12) months' written notice to the LFA.

2.5. Modification/Termination Based on VSP Requirements:

2.5.1. If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2. Franchisee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions, except where agreement of both parties is required in Sections 2.5.3.3 and 2.5.3.4:



2.5.3.1. commencing franchise renewal proceedings in accordance with Section 626 of the Communications Act, 47 U.S.C. § 546, with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

2.5.3.2. terminating the Franchise within two (2) years from notice to the LFA;

2.5.3.3. if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.5.3.4. if agreed by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.6. Grant Not Exclusive: The Agreement and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Agreement. Any such rights which are granted shall not abrogate the rights granted under this Agreement and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.7. Agreement Subject to Applicable Law: Notwithstanding any provision to the contrary herein, this Agreement is subject to and shall be governed by all relevant provisions of applicable law as it may be amended, including but not limited to the Communications Act.

2.8. No Waiver:

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

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

2.9. Construction of Agreement:

2.9.1. The provisions of this Agreement shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.10. Effect of acceptance: By accepting the franchise and executing this Agreement, the Franchisee:

2.10.1. Accepts and agrees to comply with each provision of this Agreement, the provisions of the Cable Communications Ordinance not inconsistent with this Agreement, and all applicable laws and regulations; and

2.10.2. Agrees that the franchise was granted pursuant to processes and procedures consistent with applicable law; that no provision, condition or term of the Agreement at the time of the acceptance of the Agreement was unlawful, unreasonable or arbitrary, void or unenforceable.

2.11. Precedence of Documents: In the event of an inconsistency between the Cable Communications Ordinance and this Agreement, this Agreement shall prevail.

2.12. Police Powers: All rights and privileges granted herein are subject to the police powers of the LFA and its rights under applicable laws and regulations to exercise its governmental powers to their full extent, except where an exercise of such powers, including but not limited to the imposition upon Franchisee of additional obligations not currently set forth in this Agreement, would impair the obligations of this Agreement.

2.13. Compliance with Federal and State Privacy Laws: Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

### 3. **PROVISION OF CABLE SERVICE**

#### 3.1. Service Area:

3.1.1. Subject to the issuance of all necessary permits by the LFA, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Franchisee; (F) in areas, developments, buildings or other residential dwelling units where (i) the Franchisee is unable to provide Cable Service without the use or construction of non-standard facilities, or (ii) where connecting new Cable Service is not commercially reasonable, including, but not limited to, circumstances where Franchisee cannot access such areas, developments, buildings or other residential dwelling units by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied

residential household density does not meet the density requirements set forth in subsection 3.1.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.2. Density Requirement: Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.1.3. The provisions of this Section 3.1 are intended to apply in lieu of Section 7-121 (“Initial franchise area; amendments to franchise area”) and Section 7-122 (“Extension of service outside initial franchise area”) in the Cable Communications Ordinance.

3.2. Availability of Cable Service: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee’s expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee’s FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. Cable Service to Municipal Buildings: Franchisee shall provide the items set forth in Sections 3.3.1 through 3.3.4, without charge to each public school, fire station, public library, and such buildings used for public purposes in the Service Area as designated in Exhibit A and as thereafter may be designated in writing by the LFA, so long as such additional designations beyond those set forth in Exhibit A do not exceed five buildings used for public purposes and entitled to free service per fiscal year; provided, however, that if it is necessary to extend Franchisee’s trunk or feeder lines more than three hundred (300) feet solely to provide service to any such school or public building, the LFA shall have the option either of: (i) paying Franchisee’s direct costs for such extension in excess of three hundred (300) feet; (ii) postponing Franchisee’s obligation to provide service to such building; or (iii) releasing Franchisee from the obligation to provide service to such building.

3.3.1. One service outlet activated for Basic Service;

3.3.2. Basic Service;

3.3.3. Any equipment necessary to receive Basic Service at one service outlet; and

3.3.4. Installation and all maintenance of service drops necessary to ensure that the building receives service of the same quality delivered by Franchisee to comparable customers.

3.4. Complimentary Service: The County and Franchisee agree that Franchisee's provision of Basic Cable Service to the County pursuant to Section 3.3, the equipment needed to receive such services, the service connections listed in Section 3.3, and the maintenance of the PEG Access Channel transport links provided pursuant to Section 6.2 are, for purposes of this Agreement, defined as "Complimentary Service." The fiber optic PEG Access Channel transport links provided pursuant to Section 6.2 are not deemed Complimentary Service. In the event the Virginia Communications Sales and Use Tax (Va. Code §§ 58.1-645 – 662 ) is found by a court or agency of competent jurisdiction to be a franchise fee as defined by 47 U.S. Code § 542, such Complimentary Service may be terminated by Franchisee, at its sole discretion, upon sixty (60) days' written notice to the County, subject to the County's right to continue to receive any or all of the Complimentary Services at a cost not to exceed Franchisee's marginal cost, as provided in Section 3.6.

3.5. Franchisee Options: In the event Franchisee is legally permitted, in accordance with applicable law, to offset the value of additional elements of Cable Service against franchise fees payable to the County, the Franchisee reserves its rights to do so. Should the Franchisee choose to offset any or all of such Cable Service against franchise fees payable to the County, it agrees to provide the County with thirty (30) days' prior written notice. Such offsets shall be calculated in the same fashion as Complimentary Services.

3.6. County Options: The County shall have the right to discontinue receipt of all or any portion of Complimentary Service provided by Franchisee in the event Franchisee elects to offset or impose a charge against the County for the value of such services as provided in Section 3.4. The County also shall have the option of (1) requesting that Franchisee apply a nondiscriminatory charge, not to exceed the greater of (i) Franchisee's marginal cost or (ii) another amount expressly permitted by applicable law, to the fullest extent permissible under applicable law, of providing the respective Complimentary Service (the "Applicable Cost Charge"), as an offset against its franchise fee payments; or (2) paying Franchisee the Applicable Cost Charge directly. The Franchisee shall provide the County with supporting information as may be reasonably necessary to substantiate Franchisee's calculation of the Applicable Cost Charge of any Complimentary Service at least thirty (30) days before imposing any such charge, and shall respond promptly to requests for information from the County regarding such calculations and information. Franchisee and the County do not waive any rights under applicable law regarding Complimentary Service.

3.7. FCC 621 Order: If there is (i) a future ruling or order of the FCC, or (ii) applicable legislation, that has the effect of reversing the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act, so that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 and within sixty (60) days from Franchisee's receipt of written notice from the County, Franchisee shall provide the Complimentary Services to the County without charge on a prospective basis.

#### 4. **SYSTEM OPERATION**

4.1. The parties recognize that Franchisee's FTTP Network has been constructed and will continue to be operated and maintained as an upgrade to and/or extension of

its existing Telecommunications Facilities. The jurisdiction of the LFA over such Telecommunications Facilities is restricted by federal and state law, and the LFA does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations.

## 5. SYSTEM FACILITIES

5.1. System Characteristics: Franchisee's Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be operated with an initial digital carrier passband between 57 and 861 MHz.

5.1.2. The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.1.3. Protection against outages due to power failures, so that back-up power is available at a minimum for at least 24 hours at each headend, and conforming to industry standards, but in no event rated for less than four hours, at each power supply site.

5.1.4. Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

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

5.1.6. All facilities and equipment designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

5.1.7. Design capable of interconnecting with other cable systems in the Franchise Area as set forth in Section 5.2 of this Agreement.

5.1.8. Facilities and equipment shall allow Franchisee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration. Similarly, Franchisee shall comply with applicable FCC requirements with respect to closed-captioned programming.

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

5.1.10. The Cable System must conform to or exceed all applicable FCC technical performance standards, including without limitation the applicable provisions of Subpart K of Part 76 of the rules of the FCC, as amended from time to time, and any other future applicable technical performance standards, which the LFA is permitted by a change in law to enforce, and

shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

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

5.1.10.2. National Electrical Code;

5.1.10.3. National Electrical Safety Code (NESC); and

5.1.10.4. The Virginia Uniform Statewide Building Code.

5.2. Interconnection: The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

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

5.4. System Tests and Inspections.

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

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

5.5. Performance Evaluation Sessions: Not more than once during the Term of this Agreement, and upon not less than sixty (60) days written notice to the Franchisee, the LFA, in the LFA's sole discretion, may require the Franchisee to attend and participate in a scheduled performance review session which shall be open to the public (the "Performance Evaluation Session"). At any public Performance Evaluation Session, Franchisee shall not be required to disclose any information or documents reasonably determined by Franchisee to be proprietary or confidential; provided, however, that Franchisee shall cooperate in good faith to participate in any such Performance Evaluation Session and Franchisee shall provide requested documents, subject to the confidentiality provisions of Section 9.1. Topics which may be discussed at any scheduled Performance Evaluation Session may include, but not be limited to: Cable System performance and Cable Services, application of new technologies, PEG capital fees, PEG access channels, extension of service to new subscribers, programming offered, and customer complaints.

5.6. Emergency Alert System: Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System. Each party shall be

responsible for its own actions and for any claim arising out of its actions with respect to activation of the EAS.

## 6. PEG SERVICES

6.1. Access Channels and Programming: In order to ensure universal availability of Public, Educational and Government Access programming, Franchisee shall continue to reserve on the Basic Service Tier capacity for the use of a total of five (5) SD PEG Access Channels for the exclusive use of the County or its designee, unless and until such SD PEG Access Channels are converted to HD PEG Access Channels in accordance with the schedule set forth in Section 6.1.1 below. Notwithstanding the foregoing, the parties agree that during the term of this Agreement, Franchisee shall at no time be required to make capacity available for more than five (5) PEG Access Channels collectively on its channel lineup during the same time period (whether SD PEG Access Channels, HD PEG Access Channels, or a combination thereof) and no single HD PEG Access Channel shall be provided pursuant to the schedule set forth in Section 6.1.1 below until such time that the County has surrendered the corresponding SD PEG Access Channel. The County hereby acknowledges that: 1) HD PEG Access Channels will be assigned channel numbers and positioning in Franchisee's sole discretion, such numbers and positioning may be different from that of the SD PEG Access Channel the HD PEG Access Channel is replacing, and Franchisee shall not be responsible for any costs associated with such relocation, including "rebranding" costs; and 2) in order to view any HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge which cost shall be the sole responsibility of such Subscriber.

6.1.1. HD PEG Access Channel Conversion: In accordance with the schedule set forth herein, Franchisee shall make available capacity for up to a total of five (5) HD PEG Access Channels on the Basic Service Tier to replace the existing SD PEG Access Channels as follows:

6.1.1.1. Starting on the Effective Date of this Agreement, the County may make a written request to the Franchisee for one (1) HD PEG Access Channel to replace one (1) existing SD PEG Access Channel which shall be identified in such written notice. Franchisee shall make such requested HD PEG Access Channel available not later than two hundred seventy (270) days from Franchisee's receipt of such written notice and shall maintain the designated SD PEG Access Channel until such time that the new HD PEG Access Channel is activated, after which Franchisee may terminate such SD PEG Access Channel in its sole discretion.

6.1.1.2. Starting on the date which is the first (1<sup>st</sup>) anniversary of the Effective Date of this Agreement, the County may make a written request to the Franchisee for two (2) additional HD PEG Access Channels to replace two (2) existing SG PEG Access Channels which shall be identified in such written notice. Franchisee shall make such requested HD PEG Access Channels available not later than one hundred eighty (180) days from Franchisee's receipt of such written notice and shall maintain the designated SD PEG Access Channels until such time that the new HD PEG Access Channels are activated, after which Franchisee may terminate such SD PEG Access Channels in its sole discretion.

6.1.1.3. Starting on the date which is the second (2<sup>nd</sup>) anniversary of the Effective Date of this Agreement, the County may make a written request to the Franchisee for two (2) additional HD PEG Access Channels to replace two (2) existing SD PEG Access Channels which shall be identified in such written notice. Franchisee shall make such requested HD PEG Access Channels available not later than one hundred eighty (180) days from Franchisee's receipt of such written notice and shall maintain the designated SD PEG Access Channels until such time that the new HD PEG Access Channels are activated, after which Franchisee may terminate such SD PEG Access Channels in its sole discretion.

6.1.2. If there is no Basic Service Tier, the Franchisee shall provide the PEG Channels as part of the service provided to any Subscriber, at no additional charge, and so that the PEG Channels are viewable by the Subscriber without the need for equipment other than the equipment that is required by every Subscriber to view any HD programming. If channels are selected through a menu system, the PEG Channels shall be displayed as prominently as commercial programming choices offered by the Franchisee.

6.1.3. The PEG Access Channels shall be carried in compliance with all applicable FCC rules. All PEG Access Channels shall meet the same FCC technical standards applicable to the commercial channels carried on the Basic Tier, provided that the Franchisee shall not be responsible for the production quality of PEG access programming. All PEG Access Channels shall be carried in a manner providing the same signal quality as other channels at 1080i.

6.1.4. The County shall have complete control over the content, scheduling, and administration of the PEG Access Channels and may delegate such functions, or a portion of such functions, to an appropriate designee (referred to herein as a "PEG Production Entity"). The Franchisee shall not exercise any editorial control over PEG Access Channel programming.

6.1.5. The County shall comply with the law regarding the non-commercial use of the PEG Access Channels.

## 6.2. PEG Interconnection.

6.2.1. The Franchisee shall not interfere with the ability of any other cable operator holding a franchise issued by the County, or any other provider of multichannel video programming designated by the County (each a "Competing Operator") to obtain the content of any of the programming on the PEG Channels, nor shall the Franchisee object to the transmission of the PEG Access Channel signals by any Competing Operator. The Franchisee shall cooperate with the County and any Competing Operator with respect to the installation of any compatible equipment needed to effect any interconnection between facilities owned by the County and the facilities of such Competing Operator (the "Interconnection Equipment"), for the purpose of obtaining access to the PEG Access Channel signals and transporting such signals to the Competing Operator's subscribers by means of its own facilities. Franchisee shall cooperate with the County and the Competing Operators to determine the cause of any interruption or degradation of the signal output by the Interconnection Equipment, and the County may request Franchisee's



assistance, at the County's expense, in troubleshooting any Interconnection Equipment owned by the County.

6.2.2. Corresponding with the schedule set forth in Section 6.1.1, the Franchisee shall provide and maintain at its sole expense the transport network, the necessary encoding and decoding equipment, and the support necessary to provide for the transmission of PEG Access Channel video signals that meet FCC standards for HD picture quality with a resolution up to 1080i as such standards currently exist or may be amended, from each of the locations listed in Exhibit D (the "PEG Origination Points"), for the purposes of transmitting the PEG Access Channels to the Cable System headend. There shall be a demarcation point at each PEG Origination Point at which the parties agree that responsibility for the signal quality and transmission and the operation and maintenance of equipment transfers from the County to the Franchisee. The County or the respective PEG Production Entity shall be solely responsible for operating its switching equipment and for the picture and audio quality of all PEG Access Channel programming up to the demarcation points. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the County or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the County's side of the demarcation point and used to generate or administer any PEG Access Channel signals, except as necessary to implement the Franchisee's responsibilities specified herein.

6.2.3. All PEG Access Channel programming shall be transmitted to the Franchisee in either 1080i or 720p HD format with stereo audio signals. The Franchisee shall be responsible for ensuring all PEG Access Channel programming is inserted on the appropriate upstream channel for transmission to the Franchisee's distribution network and subsequent transmission on the correct PEG Access Channel, and Franchisee shall transmit such programming to subscribers in stereo, using the HD standard defined in Section 1.17. The Franchisee shall provide at its sole cost and expense all equipment necessary on its side of the demarcation point at each PEG Origination Point to receive and transmit the PEG Access Channel programming signals in accordance with this section.

6.2.4. The County and the Franchisee shall work together in good faith to resolve any connection issues.

6.2.5. If any existing PEG Origination Point is moved or replaced, the Franchisee shall construct and maintain a new link to the new location, by installing new facilities, moving terminal equipment, and splicing fiber, to the extent such construction is commercially reasonable. The cost of installing any new link, including fiber construction and the necessary encoder and decoder required for the transmission of the PEG Access Channel video signal, shall be borne by the Franchisee. After construction of a new link, the Franchisee shall bear the cost of basic maintenance, to the extent such maintenance is commercially reasonable and does not require construction of new facilities or substantial replacement of new equipment, materials, or related supplies.

6.2.6. The Franchisee shall monitor the PEG Access Channels and the network transport return links provided pursuant to this Section 6.2 for technical quality, and shall

ensure that the return links are maintained in accordance with the same technical standards that the Franchisee applies to the Cable System as a whole. In addition, within two hundred and seventy (270) days of the Effective Date, the Franchisee shall provide, at no charge to the County or any PEG Production Entity, a service connection and set top box (or such other equipment which, in Franchisee's discretion, may be required to view Cable Service programming) at the PEG Origination Points located at 7701 E. Parham Road and 3820 Nine Mile Road, for the purpose of allowing each PEG Production Entity to monitor the signals of the PEG Access Channels.

6.3. Indemnity for EG: The County shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement. The LFA shall further require all local producers and users of any of the PEG facilities or Channels other than the LFA and the School Board of Henrico County to defend and hold harmless the Franchisee and the County from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The County shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, Section 611 of the Communications Act, 47 U.S.C. § 531.

6.4. Recovery of Costs: The Franchisee shall be permitted to recover from subscribers the costs of providing PEG services to the extent permitted by applicable law, and to include such costs as a separately billed line item on each Subscriber's bill. Notwithstanding the foregoing, the Franchisee agrees that, in accordance with Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Third Report and Order, MB Docket No. 05-311, 34 FCC Red 6844 (2019), the cost of providing the connections to the PEG Origination Points pursuant to Section 6.4.2 shall not be treated as in-kind costs subject to the limitations of 47 U.S.C. § 642.

## 7. **FRANCHISE FEES**

7.1. Franchise Fee Not Required: In accordance with Section 15.2-2108.1:1(C) of the Code of Virginia, notwithstanding the provisions of 47 U.S.C. § 542, the Franchisee shall not be required to pay a franchise fee, except as otherwise provided in Sections 7.2 through 7.7 of this Agreement.

7.2. Reinstatement of Franchise Fee: In the event that Section 15.2-2108.1:1(C) of the Code of Virginia is repealed or amended, held to be invalid by a final decision of a court of competent jurisdiction, or the Virginia General Assembly otherwise authorizes the County to assess a franchise fee during the term of this Agreement, and a franchise fee continues to be allowed pursuant to 47 U.S.C. § 542, and further provided that all other franchised cable operators in the Franchise Area are required to pay a franchise fee in the equivalent amount as Franchisee, Franchisee shall pay to the County a franchise fee of up to five percent (5%) of annual

Gross Revenue, or such other amount as may then be allowed under federal law and imposed upon all other franchised cable operators in the Franchise Area, beginning on the effective date of the reinstatement of the County's authority to assess a franchise fee (the "Reinstatement Date"). Beginning on the Reinstatement Date, the terms of Sections 7.3 through 7.7 of this Agreement shall take effect on a prospective basis (i.e., Gross Revenues accrued prior to the Reinstatement Date shall not be subject to the franchise fee reinstatement as contemplated in this Section 7.2). In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Agreement for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Franchisee submit an incorrect amount, Franchisee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 7.4.

7.3. Description of Franchise Fee: In specifying the portion of the bill attributable to franchise fees or other government-imposed fees, the description used in the bill to indicate such elements shall be correct, truthful, and not misleading. Franchisee may not designate the franchise fee as a tax in any communication to a Subscriber.

7.4. Supporting Information: Each Franchise Fee payment shall be accompanied by a brief report showing the basis for the computation and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The report shall be verified by a financial manager of the Franchisee. The County shall have the right to reasonably request further supporting information for each franchise fee payment.

7.5. Limitation on Franchise Fee Actions: The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be thirty-six (36) months from the date on which the applicable payment by the Franchisee is due.

7.6. Bundled Services: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7.7. Audits:

7.7.1. The County may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the County no more than once every three (3) years during the Term. Any audit shall be initiated through written notice to the Franchisee by the County, and the County or any auditor employed by the County shall submit its complete request for records within sixty (60) days of the County's initial notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the County or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the

confidentiality provisions of Section 9.1, and execution of a non-disclosure agreement with the County or an auditor employed by the County, all records reasonably necessary for any such audit shall be made available by the Franchisee to the County, in accordance with Section 9.1 hereof, at a designated office of the Franchisee or such other location in the County as may be mutually agreed upon by the parties.

7.7.2. The Franchisee shall provide the records reasonably necessary for the audit and requested by the County in a timely manner. Any such audit conducted by the County or auditor employed by the County shall be completed in a timely manner. If upon completion of the audit, the County does not make a claim for additional payments, then the County shall provide the Franchisee with written documentation of closure of the audit. The County's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the County or its auditor in accordance subsection 7.7, above, or by such other date as is mutually agreed to by the parties.

7.7.3. The Franchisee shall maintain such records for three (3) years. The County's audit expenses shall be borne by the County unless the audit determines the payment to the County should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be paid by the Franchisee to the County within sixty (60) days following written notice to the Franchisee of the underpayment, which notice shall include a copy of the audit report. If re-computation results in additional revenue to be paid by Franchisee to the County such amount shall be subject to an interest charge at the prime rate to be calculated from the date the original payment(s) were due until paid in full.

7.7.4. Any entity employed by the County that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula e.g. payment based on an underpayment of fees, if any.

## 8. **CUSTOMER SERVICE**

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

## 9. **REPORTS AND RECORDS**

9.1. Open Books and Records: Upon reasonable written notice to the Franchisee and with no less than thirty (30) days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis at a location of the Franchisee's choosing within the LFA, as are reasonably necessary to ensure compliance with the terms of this Agreement. Such notice shall specifically reference the section or subsection of the Agreement which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Agreement compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose proprietary and confidential information, or to disclose any of its or an

Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall only disclose Franchisee's proprietary and confidential information to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. The LFA shall treat as confidential any books, records and information disclosed hereunder that constitutes proprietary or confidential information under federal or state law, to the extent Franchisee makes the LFA aware of such confidentiality. Franchisee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the LFA believes it must disclose any such confidential information in the course of enforcing this Agreement, or for any other reason, it shall advise Franchisee in advance so that Franchisee can take appropriate steps to protect its interests. If the LFA receives a demand from any Person for disclosure of any information designated by Franchisee as confidential, the LFA shall, so far as consistent with applicable law, advise Franchisee and provide Franchisee with a copy of any written request by the party demanding access to such information within a reasonable time. Unless otherwise ordered by a court or agency of competent jurisdiction, the LFA agrees that, to the extent permitted by state and federal law, it shall deny access to any of Franchisee's information marked confidential as set forth above to any Person. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

9.2. Records Required: Franchisee shall at all times maintain:

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

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

9.2.3. Records of service calls for repair and maintenance for a period of two (2) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

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

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

9.3. Compliance Survey: To aid in enforcing the terms of the Agreement, the Franchisee shall, upon request by the LFA but in no event more than once per year, conduct a Cable System compliance and technical survey as set forth in this Section 9.3 which shall include, without limitation, for purposes of reviewing performance over the preceding year, a review of all

relevant and applicable reports and records maintained by the Franchisee pursuant to Section 9 and Exhibit C of this Agreement, and any other records requested by the LFA in accordance with Section 9.1.

## 10. INSURANCE AND INDEMNIFICATION

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

10.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in Henrico County. Such insurance shall also cover liability arising from independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

10.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

10.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Virginia and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease – each employee: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

10.1.4. LFA shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

10.1.5. Upon receipt of notice from its insurer(s), Franchisee shall provide LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

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

10.1.7. Upon written request, Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage. The Commercial General Liability insurance referenced herein shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the LFA, for any negligence of the Franchisee.

### 10.2. Indemnification:

10.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its officers, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that the LFA shall give Franchisee written notice of its

obligation to indemnify the LFA within ten (10) days of receipt of a claim or action pursuant to this subsection. Franchisee also agrees to indemnify, save and hold harmless, and defend the LFA, its officers, agents, boards and employees, from and against any liability for damages arising out of copyright infringements or a failure by Franchisee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System. These damages shall include but not be limited to penalties arising out of copyright infringements and damages arising out of any failure by Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by Franchisee's Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by the Agreement. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access, use of EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 10.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

10.2.3. The LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the LFA for which the LFA is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

## 11. **TRANSFER OF FRANCHISE**

11.1. Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for transactions excluded under Section 1.36 above.

## 12. **RENEWAL OF FRANCHISE**

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

12.2. With respect to any formal renewal process, in addition to the procedures set forth in said Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Agreement term. The LFA further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Agreement prior to expiration of its term.

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

### 13. **ENFORCEMENT AND TERMINATION OF AGREEMENT**

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

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

13.3. Enforcement: Subject to applicable law and the terms and conditions of this Agreement, in the event the LFA determines that the Franchisee is in default of any provision of this Agreement, the LFA may:

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

13.3.1.1. Failure to materially comply with carriage of PEG Channels as set forth in Section 6.1 of this Agreement: Four hundred dollars (\$400) for each violation for each day the violation continues, in addition to any monetary payment otherwise due under this Agreement;

13.3.1.2. Failure to render payments due to the LFA pursuant to this Agreement, including but not limited to franchise fees and liquidated damages: three-tenths



of one percent (.03%) of the unpaid amount for each for each day the violation continues, in addition to any monetary payment otherwise due under this Agreement;

13.3.1.3. Failure to materially comply with reporting requirements set forth in Section 9 and in Exhibit C (“Customer Service Standards”) of this Agreement: Four hundred dollars (\$400) for each violation for each day the violation continues;

13.3.1.4. Failure to materially comply with Customer Service Standards set forth in Exhibit C of this Agreement: Four hundred dollars (\$400) for each day the violation continues, in addition to any monetary payment otherwise due under this Agreement, except where compliance is measured quarterly, in which case liquidated damages shall be as follows: (a) Quarterly measuring periods shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1, through December 31; (b) Franchisee shall be liable for liquidated damages in the amount of one thousand dollars (\$1,000) for each quarter in which such standards were not met if the failure was by less than five percent (5%); two thousand dollars (\$2,000) for each quarter in which such standards were not met if the failure was by five percent (5%) or more but less than fifteen percent (15%); and four thousand dollars (\$4,000) for each quarter in which such standards were not met if the failure was by fifteen percent (15%) or more.

13.3.1.5. Payment by the Franchisee of any of the foregoing liquidated damages assessments shall be due thirty (30) days after the date of the public hearing referenced in Section 13.3. If Franchisee does not make payment within that period, the LFA may withdraw from Franchisee’s Letter of Credit the amount assessed.

13.3.1.6. The amount of all liquidated damages per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate.

13.3.1.7. For purposes of any liquidated damages assessments, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any single one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are deemed not cured as provided in Section 13.2.

13.3.1.8. To assess liquidated damages, the LFA shall, subsequent to providing the Franchisee with a Noncompliance Notice and Right to Cure as set forth in Section 13.2 of this Agreement, inform the Franchisee in writing of the nature of the alleged violation and the amount of liquidated damages that will be assessed (the “Notice of Assessment”). Such liquidated damages will be assessed from the date of the Notice of Assessment unless the Notice of Assessment is appealed by the Franchisee for public hearing before the County of Henrico Board of Supervisors (“Board of Supervisors”) and the Board of Supervisors rules at such hearing that the violation has been corrected or that an extension of time or other relief should be granted. The Franchisee shall appeal the Notice of Assessment by sending a written notice of appeal (“Notice of Appeal”) by registered or certified mail to the LFA within thirty (30) days of the date of the Notice of Assessment. The Board of Supervisors shall hear the Franchisee’s appeal within sixty (60) days of the date of the Notice of Assessment. After the public hearing, if the Board of Supervisors sustains in whole or in part the LFA’s assessment of liquidated damages as set forth in the Notice of Assessment, payment of such amounts shall be due within thirty (30) days of the

date of the Board of Supervisors' determination. If Franchisee does not make payment within thirty (30) days, the LFA may at any time thereafter draw upon the Letter of Credit required by Section 13.6 of this Agreement. Unless the Board of Supervisors indicates to the contrary, the liquidated damages shall be assessed beginning on the date of the Board of Supervisor's determination and continuing thereafter until such time as the violation ceases, as determined by the LFA. Upon the LFA's determination that the violation has ceased, the LFA will inform the Franchisee in writing that the violation has ceased and that liquidated damages are no longer being assessed. Nothing in this subsection 13.3.1.8 is intended to limit or otherwise impair any other rights that the Franchisee may have under this Agreement or at law to challenge or appeal liquidated damages assessments made by the LFA.

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

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

13.3.4. In the case of a substantial material default of a material provision of the Agreement, seek to revoke the franchise in accordance with Section 13.4.

#### 13.4. Revocation:

13.4.1. Should the LFA seek to revoke this franchise pursuant to Section 13.3.4, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Agreement at a public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the franchise.

13.4.2. At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. Franchisee shall have the right to create a complete verbatim record and transcript of such hearing.

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

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

13.5. Letter of Credit:

13.5.1. Franchisee shall obtain within thirty (30) days of executing this Agreement, and maintain thereafter throughout the Agreement term, an irrevocable letter of credit in the amount of twenty-five thousand dollars (\$25,000) (the "Letter of Credit") from a federally insured lending institution licensed to do business in Virginia ("Lending Institution"). The Letter of Credit shall be in a form substantially the same as the form attached hereto as Exhibit E and that is acceptable to the LFA. The Letter of Credit shall be used to ensure Franchisee's compliance with the material terms and conditions of this Agreement.

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

13.5.3. If the LFA notifies the Franchisee of any amounts due to the LFA pursuant to this Agreement or applicable law, and the Franchisee does not make such payment within thirty (30) days, the LFA may draw upon the Letter of Credit by presentation of a draft at sight drawn on the Lending Institution, accompanied by a written certificate signed by the County Manager certifying that Franchisee has failed to comply with this Agreement and stating the specific reason therefore and the basis for the amount being withdrawn.

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

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

13.6. The rights reserved to the LFA with respect to the Letter of Credit are in addition to all other rights of the LFA, whether reserved by this Agreement, in the Cable Communications Ordinance, or otherwise authorized by law, and no action, proceeding or right with respect to the Letter of Credit shall affect any other right the LFA has or may have.

13.7. No recovery by the LFA of any sum by reason of the Letter of Credit required in Section 13.5 of this Agreement shall be any limitation upon the liability of Franchisee to the LFA under the terms of this Agreement, except that any sums so received by the LFA shall be deducted from any recovery which the LFA shall establish against Franchisee under the terms of this Agreement.

14. **MISCELLANEOUS PROVISIONS**

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

14.2. Binding Acceptance: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. Preemption: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

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

14.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

14.5. Delivery of Payments: The Franchisee may use electronic funds transfer to make any payments to the County required under this Agreement.

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

14.6.1. Notices to Franchisee shall be mailed to:

Anthony A. Lewis  
President, Verizon Virginia LLC  
1300 I Street, N.W., 5th Floor  
Washington, DC 20005

with a copy to:

Tonya Rutherford  
Vice President & General Counsel  
1300 I Street, N.W., 5th Floor  
Washington, DC 20005

14.6.2. Notices to the LFA shall be mailed to:

County Manager  
P.O. Box 90775  
Henrico, VA 23273-0775

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

14.8. Amendments: Amendments to this Agreement shall be mutually agreed to in writing by the parties.

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

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

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

14.12. FTTP Network Transfer Prohibition: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Agreement or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the cable system and any capacity used for cable service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

14.13. Independent Review: LFA and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement.

14.14. Single Point of Contact for LFA: Franchisee shall provide LFA with contact information for an individual who shall be the single point of contact for Franchisee on cable services and issues. Contact information shall include the contact's name, address, business telephone and facsimile numbers, and e-mail address.

14.15. Governing Law; Venue: This Agreement shall be governed in all respects by the law of the Commonwealth of Virginia unless preempted by the Communications Act, and


the parties agree that this Agreement is subject to the jurisdiction of the County of Henrico Circuit Court and the Federal District Court of the Eastern District of Virginia.

AGREED TO

COUNTY OF HENRICO, VIRGINIA

By: \_\_\_\_\_  
John Vithoukas, County Manager

Verizon Virginia LLC  
By: *anthony a lewis*  
\_\_\_\_\_  
Anthony A. Lewis, President

Approved as to form:  
  
\_\_\_\_\_  
Verizon Law Department Date: Jun 9, 2022

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area Map

Exhibit C: Customer Service Standards

Exhibit D: PEG Origination Points

Exhibit E: Letter of Credit Form

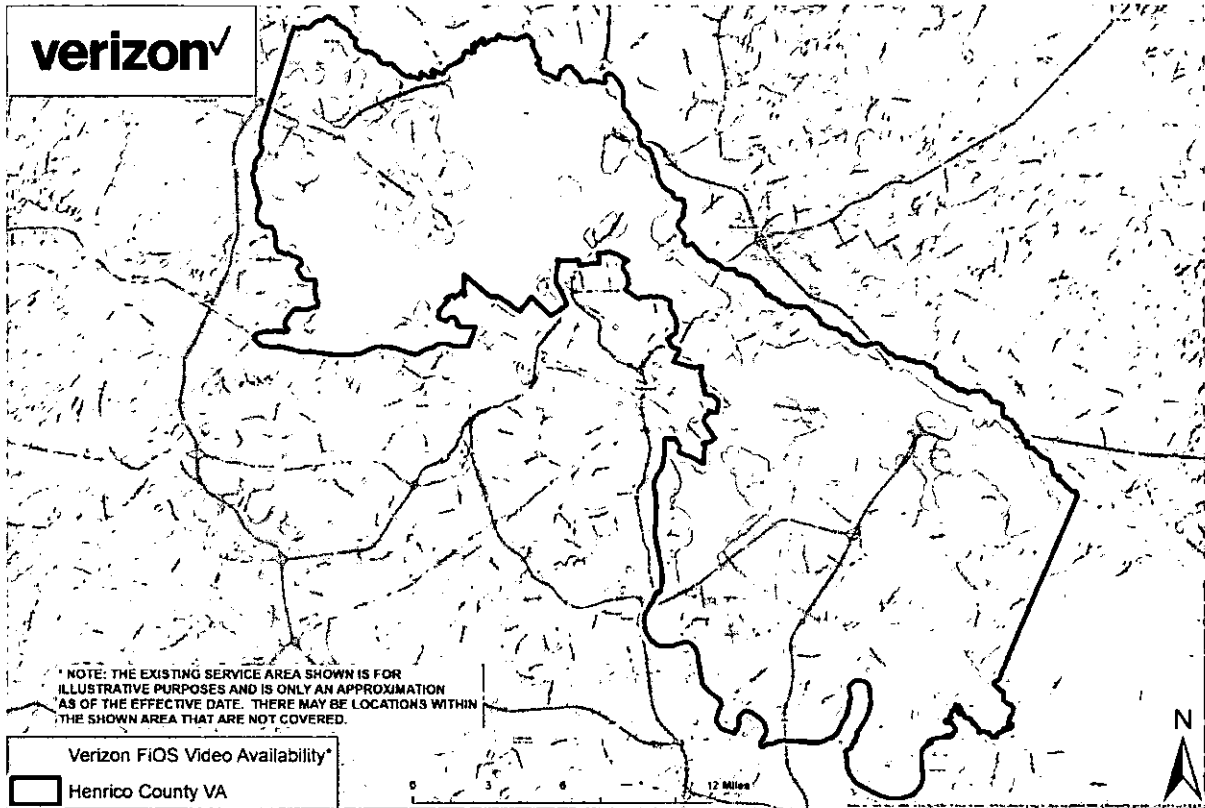
## EXHIBIT A

### MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Agency	Street Address	City	Zip	Comments
Communications and Training Center	7701 E. Parham Road (CTC)	Henrico	23228	CTC
Mental Health/Mental Retardation	2304 Thousand Oaks Dr.	Henrico	23294	Group Home
Mental Health/Mental Retardation	8707 Walton Farms Court	Henrico	23294	Group Home
Schools	600 Concourse Blvd	Glen Allen	23059	Holman MS
Schools	10700 Staples Mill	Glen Allen	23060	Glen Allen HS
Schools	5680 Pouncey Tract Rd	Glen Allen	23059	Kaechele ES

# EXHIBIT B

## SERVICE AREA MAP





## **EXHIBIT C**

### **CUSTOMER SERVICE STANDARDS**

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the County.

#### **SECTION 1: DEFINITIONS**

A. Respond: The Franchisee's investigation of a Service Interruption or other service problem after receiving a Subscriber call by opening a trouble ticket, if required, and commencing efforts to address the problem.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the County.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

#### **SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the County and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries, including billing inquiries and requests for service, repair, and maintenance, during Normal Business Hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day. Under Normal Operating Conditions, billing inquiries and requests for service, repair, and maintenance shall be acknowledged within twenty-four (24) hours, or prior to the end of the next business day, whichever is earlier.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu

will default to the first tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

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

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E.

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

G. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the County of such a change at least thirty (30) days in advance of any implementation.

H. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

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

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

B. Franchisee shall afford Subscribers a right of rescission for ordering Cable Services, which right of rescission shall end upon installation, whether physically or electronically, of equipment necessary to provide Cable Service to the Subscriber's premises.

C. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

D. The Franchisee shall provide upon request by the LFA, but in no event more than once a quarter, thirty (30) days following the end of each quarter, a report noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request. At the Franchisee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change not less than thirty (30) days in advance.

E. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

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

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

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage conducted by the Franchisee for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule such a planned Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the County and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01

a.m. and 6:00 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

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

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

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

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

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

F. The Franchisee shall provide the LFA with a report upon request from the LFA, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

G. At the Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the County of such a change at least thirty (30) days in advance of any implementation.

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

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee

shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement issued within sixty (60) days after the date for which the credit is due.

J. With respect to service issues concerning Cable Services provided to the County facilities, the Franchisee shall Respond to all inquiries from the County within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the County in writing as to the reason(s) for the delay and provide an estimated time of repair.

K. The Franchisee may provide all notices identified in this Section electronically or on-screen.

#### **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the County within seventy-two (72) hours of receipt. The Franchisee shall notify the County of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The County may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

#### **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee's first billing statement after a new installation or service change shall be prorated as appropriate and shall reflect any security deposit. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, franchise fees, taxes and/or other governmentally imposed fees. If Franchisee chooses to itemize, as a separate line item on bills, franchise fees or other government-imposed fees, such fees must be shown in accordance with any applicable federal or state law. Amounts itemized pursuant to 47 U.S.C. § 542(c) shall not be identified as separate costs over and above the amount Franchisee charges a Subscriber for service. In specifying the portion of the bill attributable to franchise fees or other government-imposed fees, the description used in the bill to indicate such elements shall be correct, truthful, and not misleading. Franchisee may not designate the franchise fee as a tax in any communication to a subscriber.

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

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

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

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

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

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

G. County hereby requests that the Franchisee omit the County's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

## **SECTION 7: REFUNDS AND CREDITS**

A. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

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

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

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a

situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

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

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

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination at least five (5) days prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

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

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

#### **SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS**

A. The Franchisee shall maintain at least one location in the LFA open during normal business hours where Subscribers can pay bills. Franchisee must also provide for the pick up or drop off of equipment in one of the following manners: (a) by having a Franchisee representative going to the Subscriber's residence; (b) by using a pre-paid mailer; or (c) by establishing a local business office in the LFA. With regard to mobility-limited subscribers, upon subscriber request, Franchisee shall arrange for pickup and/or replacement of converters or other equipment at subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

B. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and

subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

C. Subject to applicable law, Franchisee shall provide reasonable advance notice, in light of the circumstances, before entering private property within the Franchise Area. Work performed in public rights-of-way and dedicated utility easements is exempted.

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

E. All Franchisee promotional materials, announcements, and advertising of residential cable service to subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms, as appropriate.

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

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

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

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

- (1) Products and Cable Services offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;



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

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

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

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

## **EXHIBIT D**

### **PEG ORIGINATION POINTS**

- County Government Access Studio  
HCTV  
7701 E. Parham Road  
Henrico, VA 23294-4304
- Richmond Library Studio  
101 E. Franklin Avenue  
Richmond, VA 23219
- Eastern County Government Center  
Henrico County Schools  
3820 Nine Mile Road, Henrico, VA 23223 - 4848

**EXHIBIT E**

BANK NAME

ADDRESS

**IRREVOCABLE STANDBY LETTER OF CREDIT**

**Issue Date:**

**L/C No.:**

**Amount: USD \$00,000 (00 Thousand Dollars and 00/100 United States Dollars)**

**Beneficiary:**

**Applicant:**

Verizon Communications Inc.

One Verizon Way

MC VC53S459

Basking Ridge, NJ 07920-1097

**TO:**

(Beneficiary)

We hereby establish this irrevocable standby Letter of Credit No. \_\_\_\_\_ in your favor, for an aggregate amount not to exceed the amount indicated above, expiring at (Name and address of Bank), at our close of business on \_\_\_\_\_.

This Letter of Credit is available with (Name of Bank,) against presentation of your draft at sight drawn on (Name of Bank,) when accompanied by the documents indicated herein.

Beneficiary's dated statement purportedly signed by one of its officials reading as follows:

"The amount of this drawing USD \$ \_\_\_\_\_, under (Name of Bank) Letter of Credit No. \_\_\_\_\_ represents funds due us as (Name of Subsidiary, Inc.) has failed to perform its duties pursuant to the Cable Franchise Agreement Between (Beneficiary), and (Name of Verizon Subsidiary), dated \_\_\_\_\_, 2006."

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional one year periods from the present or each future expiration date, unless at least 30 days prior to such date, we send you notice in writing by overnight carrier or hand delivery at the above address that we elect not to renew this Letter of Credit for such additional period.

Upon such notice to you, you may draw drafts on us at sight for an amount not to exceed the balance remaining in this Letter of Credit within the then applicable expiry date, accompanied by your dated statement purportedly signed by one of your officials reading as follows:

“The amount of this drawing USD \$ \_\_\_\_\_ under (Name of Bank) Letter of Credit number \_\_\_\_\_ represents funds due us as we have received notice from (Name of Bank) of their decision not to extend Letter of Credit Number \_\_\_\_\_ for an additional year.”

All correspondence and any drawings hereunder are to be directed to (NAME AND ADDRESS OF BANK)

We hereby agree with you that drafts drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored.

This Letter of Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

This Letter of Credit shall be governed by, and construed in accordance with, the laws of the Virginia, without regard to principles of conflict of laws.

\_\_\_\_\_  
Authorized Signature (Bank)



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 199-22  
Page No. 1 of 1

**Agenda Title: RESOLUTION — Signatory Authority — Conveyance of Temporary Construction Easements to the City of Richmond — Fairfield District**

For Clerk's Use Only: Date: <u>7/12/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Thornton</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____ REMARKS: <u>APPROVED</u>	<table border="0"> <tr> <td></td> <td>YES</td> <td>NO</td> <td>OTHER</td> </tr> <tr> <td>Branim, T.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Nelson, T.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>O'Bannon, P.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Schmitt, D.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Thornton, F.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> </table>		YES	NO	OTHER	Branim, T.	<input checked="" type="checkbox"/>	_____	_____	Nelson, T.	<input checked="" type="checkbox"/>	_____	_____	O'Bannon, P.	<input checked="" type="checkbox"/>	_____	_____	Schmitt, D.	<input checked="" type="checkbox"/>	_____	_____	Thornton, F.	<input checked="" type="checkbox"/>	_____	_____
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Schmitt, D.	<input checked="" type="checkbox"/>	_____	_____																							
Thornton, F.	<input checked="" type="checkbox"/>	_____	_____																							

WHEREAS, the City of Richmond has asked the County to convey temporary construction easements across County-owned property located in Bloomingdale Subdivision to replace an existing sewer line that lies within Upham Brook; and,

WHEREAS, the City of Richmond has agreed to compensate the County in the amount of \$500 for the easements; and,

WHEREAS, the easements do not interfere with the County's use of its land; and,

WHEREAS, this resolution was advertised, and a public hearing was held on July 12, 2022, pursuant to Va. Code §§ 15.2-1800 and 15.2-1813.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that (1) the Chairman and Clerk are authorized to execute a compensation agreement and easement agreement, and (2) the County Manager or his designee is authorized to execute any documents necessary to convey the easements, all in a form approved by the County Attorney, conveying temporary construction easements to the City of Richmond as shown on the attached "Exhibit A."

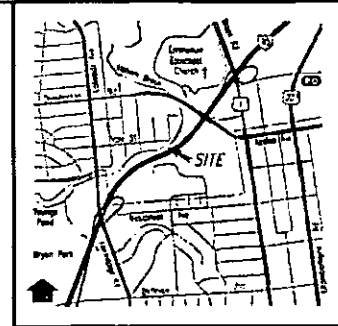
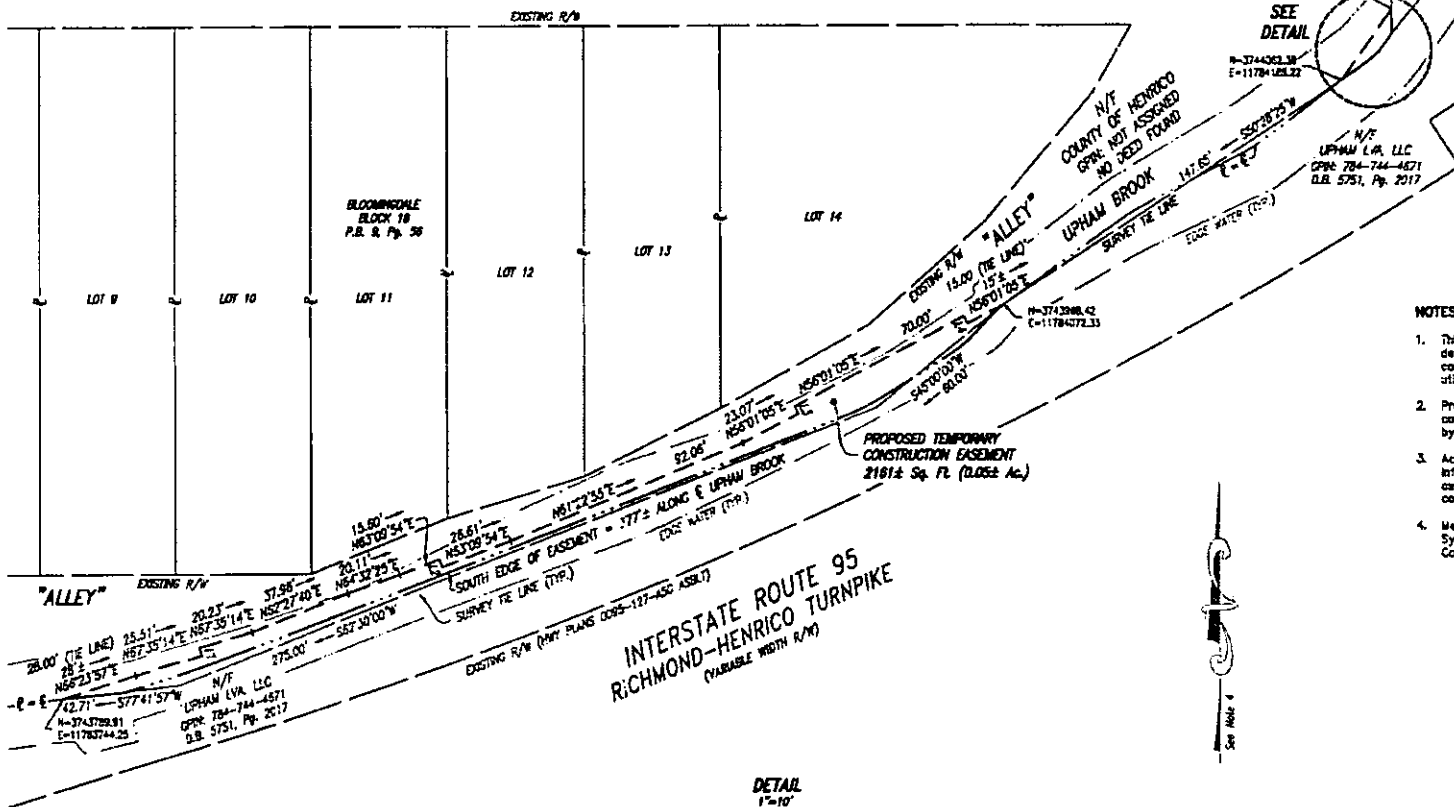
Comments: The Directors of Public Utilities, Public Works, and Real Property recommend approval of the Board paper; the County Manager concurs.

By Agency Head  By County Manager 

Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_  
 Clerk, Board of Supervisors  
 Date: \_\_\_\_\_

Copy to: \_\_\_\_\_

VALE STREET

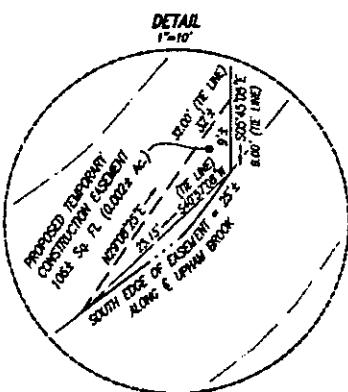


- NOTES:
- This plat has been prepared for the purpose of defining the easements noted and is not to be considered a boundary survey. No structures or utilities have been located by this survey.
  - Proposed permanent easements and temporary construction easements are based on files provided by Crawley-Hansen received: February 18, 2020.
  - Acresage tabulations, if provided, are based on information provided by Henrico County real estate assessments and may not necessarily agree with computed areas or recorded deeds.
  - Meridian source: Virginia State Plane Coordinate System South Zone, Grid North, based on Henrico County Geocentric Control.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N22°24'48"W	3.00'
L2	S28°50'04"E	3.00'
L3	N43°58'55"W	3.00'
L4	S33°58'55"E	3.00'

AREAS TABLE		
AREA	SQUARE FEET	ACRES
PROPOSED TEMP. CONST. EASEMENT	2287±	0.05±±



- LEGEND
- Proposed Temp. Const. Easement
  - Edge of Right Line
  - Property Line
  - Centerline Creek
  - Edge Water

SCALE  
1"=30'

COMPILED EASEMENT PLAT SHOWING  
TEMPORARY CONSTRUCTION EASEMENTS  
ON THE PROPERTY OF

**HENRICO COUNTY**  
FAIRFIELD MAGISTERIAL DISTRICT  
HENRICO COUNTY, VIRGINIA

Engineers, Surveyors  
Construction Managers  
114 east valley street, suite 200  
Richmond, Virginia 23219  
(804) 644-6629

FILE NAME	SCALE	DATE	JOB NO.	PROJECT
HC ESM.DWG	1"=30'	APRIL 17, 2020	15028-004	DJ/SH
REVISED:		DATE		

Exhibit A



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 200-22

Page No. 1 of 1

**Agenda Title: INTRODUCTION OF ORDINANCE — To Amend and Reordain Section 20-625 Titled "Persons other than small loan companies lending money for purchase of chattels secured by liens; purchasers of conditional sale contracts" of the Code of the County of Henrico to Conform to 2022 Changes in State Law Regarding Local Business License Taxes**

For Clerk's Use Only: Date: <u>7/12/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Shaw</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____ REMARKS <div style="font-size: 2em; font-weight: bold; text-align: center;">APPROVED</div>	<table border="0"> <thead> <tr> <th></th> <th>YES</th> <th>NO</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>Branin, T.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>Nelson, T.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>O'Bannon, P.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>Schmitt, D.</td> <td align="center">✓</td> <td></td> <td></td> </tr> <tr> <td>Thornton, F.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		YES	NO	OTHER	Branin, T.	✓			Nelson, T.	✓			O'Bannon, P.	✓			Schmitt, D.	✓			Thornton, F.			
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Nelson, T.	✓																									
O'Bannon, P.	✓																									
Schmitt, D.	✓																									
Thornton, F.																										

The Clerk is directed to advertise, in the Richmond Times-Dispatch on July 19 and 26, 2022, the following ordinance for a public hearing to be held at the Board Room on August 9, 2022, at 7:00 p.m.:

"AN ORDINANCE to amend and reordain section 20-625 titled "Persons other than small loan companies lending money for purchase of chattels secured by liens; purchasers of conditional sale contracts" of the Code of the County of Henrico to conform to 2022 changes in state law regarding local business license taxes. A copy of the full text of this ordinance is on file on the Office of the County Manager."

Comments: The Director of Finance recommends approval of the Board paper, and the County Manager concurs.

By Agency Head *Shel Shaw* By County Manager *[Signature]*

Copy to: \_\_\_\_\_ Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_ Clerk, Board of Supervisors  
 Date: \_\_\_\_\_

**BLACKLINE**

**ORDINANCE — To Amend and Reordain Section 20-625 Titled “Persons other than small loan companies lending money for purchase of chattels secured by liens; purchasers of conditional sale contracts” of the Code of the County of Henrico to Conform to 2022 Changes in State Law Regarding Local Business License Taxes**

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 20-625 of the Code of the County of Henrico be amended and reordained as follows:

**Sec. 20-625. Persons other than small loan companies lending money for purchase of chattels secured by liens; purchasers of conditional sale contracts.**

. . . .

(c) Nothing herein shall ~~require~~ require the payment of any license tax under this section by any bank or trust company or any director of such company.

2. That this ordinance will be in full force and effect on and after its passage as provided by law.





COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 201-22

Page No. 1 of 1

Agenda Title: INTRODUCTION OF ORDINANCE — To Amend and Reordain Section 20-59 Titled "Agricultural, horticultural, forest and open space uses" of the Code of the County of Henrico to Conform to 2022 Changes in State Law Regarding Land Use Assessments

For Clerk's Use Only: Date: <u>7/12/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Shover</u> Seconded by (1) <u>Schmitt</u> (2) _____                      (2) _____ REMARKS: <b>APPROVED</b>	YES    NO    OTHER Branin, T. <u>✓</u> _____ Nelson, T. <u>✓</u> _____ O'Bannon, P. <u>✓</u> _____ Schmitt, D. <u>✓</u> _____ Thornton, F. _____
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The Clerk is directed to advertise, in the Richmond Times-Dispatch on July 19 and 26, 2022, the following ordinance for a public hearing to be held at the Board Room on August 9, 2022, at 7:00 p.m.:

"AN ORDINANCE to amend and reordain section 20-59 titled "Agricultural, horticultural, forest and open space uses" of the Code of the County of Henrico to conform to 2022 changes in state law regarding land use assessments. A copy of the full text of the ordinance is on file in the Office of the County Manager."

Comments: The Director of Finance recommends approval of the Board paper, and the County Manager concurs.

By Agency Head Shed Smith      By County Manager [Signature]

Copy to: \_\_\_\_\_  
Certified: \_\_\_\_\_  
A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors  
Date: \_\_\_\_\_

BLACKLINE

**ORDINANCE — To Amend and Reordain Section 20-59 Titled “Agricultural, horticultural, forest and open space uses” of the Code of the County of Henrico to Conform to 2022 Changes in State Law Regarding Land Use Assessments**

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 20-59 of the Code of the County of Henrico be amended and reordained as follows:

**Sec. 20-59. Agricultural, horticultural, forest and open space uses.**

. . . .

(b) *Application for taxation on basis of use; fees.*

(1) The owner of any real estate meeting the criteria set forth in Code of Virginia, §§ 58.1-3230 and 58.1-3233, including for agricultural or horticultural use a minimum of five acres, for forest use a minimum of 20 acres and for open space use a minimum of five acres, at least 60 days preceding the tax year for which such taxation is sought, may apply to the director of finance for the classification, assessment and taxation of such property for the next succeeding tax year on the basis of its use, under the procedures set forth in Code of Virginia, § 58.1-3236. Such application shall **must** be on forms provided by the state department of taxation and supplied by the director of finance and shall include such additional schedules, photographs, and drawings as may be required by the director of finance. The written agreement required by Code of Virginia, § 58.1-3233 for real estate devoted to open space use shall **may** be signed on behalf of the county by the county manager. Any individual who is the owner of an undivided interest in a parcel may apply on behalf of himself and the other owners of such parcel upon submitting an affidavit that such other owners are minors or, cannot be located, **or represent a minority interest in such parcel**. An application shall **must** be submitted whenever the use, zoning, or acreage of such land previously approved changes; provided that such property owner must revalidate annually with the director of finance any applications previously approved.

. . . .

(4) Each parcel shall **must** be revalidated annually on forms provided by **the state department of taxation and supplied by** the director of finance.

. . . .

. . . .

2. That this ordinance will be in full force and effect on and after its passage as provided by law.



BLACKLINE

**ORDINANCE — To Amend and Reordain Section 22-36 Titled “Unnecessary noise in operation of vehicle” of the Code of the County of Henrico to Conform to 2022 Changes in State Law and Regulate Vehicle Exhaust Noise**

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 22-36 of the Code of the County of Henrico be amended and reordained as follows:

**Sec. 22-36. ~~Unnecessary noise in operation of vehicle~~ Vehicle exhaust.**

~~(a) Generally. No vehicle shall be loaded with materials likely to create loud noises by striking together, without using every reasonable effort to deaden the noise. The use in, upon or attached to any motor vehicle operating on any street of the county, of any radio, phonograph, musical instrument, bell, whistle, loudspeaker, amplifier or device of any kind whatsoever whereby sound therefrom is cast upon any street to promote or advertise the sale of goods, wares or merchandise, or for the purpose of advertising auction sales, sporting events or other businesses or things advertised thereby, is prohibited. The provisions of this subsection shall not apply to motor vehicles driven in a duly authorized parade. The use of a loudspeaker on a motor vehicle for making auction sales in streets directly in front of the property then being sold, and entirely outside of the business districts of the county, shall not be construed as a violation of this subsection when such use is limited strictly to the selling at auction of such property. **Definitions. For purposes of this section, the following words and phrases have the meanings ascribed to them:**~~

~~**Exhaust system means all the parts of a vehicle through which the exhaust passes after leaving the engine block, including mufflers and other sound dissipative devices.**~~

~~**Superintendent means the Superintendent of the Department of State Police of the Commonwealth.**~~

~~(b) — Motorcycles. It shall be unlawful for any person, in operating a motorcycle within the county, to create in the operation thereof any unreasonably loud, disturbing or unnecessary noise. In operating a motorcycle the following acts, among others, are declared to create loud, disturbing and unnecessary noises in violation of this section, but such enumeration shall not be deemed to be exclusive:~~

~~(1) — The use of a motorcycle so out of repair as to cause thereby loud and unnecessary grating, grinding, rattling or any of such noises, or any other unnecessary noise.~~

~~(2) — The practice of unnecessarily racing the motor of a motorcycle while standing or moving, thereby causing unnecessary noise from such motor.~~

~~(3) — The practice of unnecessarily retarding the spark to the motor and thereby causing unnecessary, loud or explosive noise from the motor.~~

~~(4) — In starting a motorcycle off from a standing position, the practice of gaining speed unnecessarily quickly and thereby causing unnecessary and loud noise from the motor.~~

~~(5) — The practice of coming to an unreasonably quick stop with a motorcycle and thereby causing unnecessary grinding of brakes and screeching of tires or either of such noises.~~

**(b) No person may drive and no owner of a vehicle may permit or allow the operation of any such vehicle on a highway unless it is equipped with an exhaust system in good working order and in constant operation to prevent excessive or unusual levels of noise, provided, however, that for motor vehicles, such exhaust system must be of a type installed as standard factory equipment, or comparable to that designed for use on the particular vehicle as standard factory equipment or other equipment that has been submitted to and approved by the Superintendent or meets or exceeds the standards and specifications of the Society of Automotive Engineers, the American National Standards Institute, or the federal Department of Transportation.**

**(c) Chambered pipes are not an effective muffling device to prevent excessive or unusual noise, and any vehicle equipped with chambered pipes is in violation of this section.**

**(d) It is unlawful to sell or offer for sale any (i) muffler without interior baffle plates or other effective muffling device, or (ii) gutted muffler, muffler cutout, or straight exhaust. It is unlawful for any person to operate on the highways in the county a motor vehicle, moped, or motorized skateboard or foot-scooter equipped with a gutted muffler, muffler cutout, or straight exhaust.**

**(e) The provisions of this section do not apply to (i) any antique motor vehicle licensed pursuant to Code of Virginia, § 46.2-730, provided that the engine is comparable to that designed as standard factory equipment for use on that particular vehicle, and the exhaust system is in good working order, or (ii) converted electric vehicles.**

2. That this ordinance will be in full force and effect on and after its passage as provided by law.



**ORDINANCE — To Amend and Reordain Section 5-1 Titled “Definitions” and Repeal and Reserve Section 5-30 Titled “Control of dangerous or vicious dogs” and Section 5-31 Titled “Vicious dogs” of the Code of the County of Henrico to Rely on State Regulations of Dangerous and Vicious Dogs as Amended by the General Assembly**

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 5-1 of the Code of the County of Henrico be amended and reordained as follows:

**Sec. 5-1. Definitions.**

. . . .

*Dangerous dog.* The term “dangerous dog” means:

~~(1) A canine or canine crossbreed that has bitten, attacked, or inflicted injury on a companion animal that is a dog or cat or killed a companion animal that is a dog or cat. A canine or canine crossbreed is not a dangerous dog if, upon investigation, a law enforcement officer or animal control officer finds that:~~

~~a. No serious physical injury as determined by a licensed veterinarian has occurred to the dog or cat as a result of the attack or bite;~~

~~b. Both animals are owned by the same person; or~~

~~c. Such attack occurred on the property of the attacking or biting dog's owner or custodian.~~

~~(2) A canine or canine crossbreed that has bitten, attacked or inflicted injury on a person. A canine or canine crossbreed is not a dangerous dog if, upon investigation, a law enforcement officer or animal control officer finds that the injury inflicted by the canine or canine crossbreed upon a person consists solely of a single nip or bite resulting only in a scratch, abrasion, or other minor injury.~~

~~(3) No dog shall be found to be a dangerous dog as a result of biting, attacking or inflicting injury on a dog or cat while engaged with an owner or custodian as part of lawful hunting or participating in an organized, lawful dog handling event. No dog shall be found to be a dangerous dog if the court determines, based on the totality of the evidence before it, or for other good cause, that the dog is not dangerous or a threat to the community.~~



. . . .

~~Vicious dog means a canine crossbreed which has:~~

~~(1) Killed a person;~~

~~(2) Inflicted serious injury to a person; or;~~

~~(3) Continued to exhibit the behavior which resulted in a previous finding by a court or, on or before July 1, 2006, by an animal protection police officer, as authorized by ordinance, that it is a dangerous dog, provided that its owner has been given notice of that finding.~~

2. That Section 5-30 of the Code of the County of Henrico is repealed and reserved.

**Sec. 5-30. Control of dangerous dogs Reserved.**

~~(a) Any law enforcement officer or animal protection police officer who has reason to believe that a canine or canine crossbreed is a dangerous dog may apply to a county magistrate for the issuance of a summons requiring the owner or custodian, if known, to appear before the general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue. If a law enforcement officer successfully makes an application for the issuance of a summons, he shall contact an animal protection police officer and inform him of the location of the dog and the relevant facts pertaining to his belief that the dog is dangerous. The animal protection police officer shall confine the animal until a verdict is rendered on the summons. If the animal protection police officer determines that the owner or custodian can confine the animal in a manner that protects public safety, he may permit the owner or custodian to confine the animal until such time as evidence shall be heard and a verdict rendered.~~

~~(b) No canine or canine crossbreed shall be found to be a dangerous dog solely because it is a particular breed, nor is the ownership of a particular breed of canine or canine crossbreed prohibited. No animal shall be found to be a dangerous dog if the threat, injury or damage was sustained by a person who was:~~

~~(1) Committing, at the time, a crime upon the premises occupied by the animal's owner or custodian;~~

~~(2) Committing, at the time, a willful trespass upon the premises occupied by the animal's owner or custodian; or~~

~~(3) Provoking, tormenting, or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times.~~

~~No police dog that was engaged in the performance of its duties at the time of the acts complained of shall be found to be a dangerous dog. No animal that, at the time the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, shall be found to be a dangerous dog.~~

~~(c) If the owner of an animal found to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this section.~~

~~(d) Within 30 days of a finding that an animal is a dangerous dog, the owner of the animal shall obtain a dangerous dog registration certificate from the animal protection unit of the division of police or the director of finance for a fee of \$150.00. This fee is in addition to other fees required by this chapter. The animal protection police officer or the director of finance shall provide the owner with a uniformly designed tag that identifies the animal as a dangerous dog. The owner shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag at all times. By January 31 of each year, until such time as the dangerous dog is deceased, all certificates obtained pursuant to this subsection shall be updated and renewed for a fee of \$85.00 and in the same manner as the initial certificate was obtained. The animal protection police officer shall post registration information on the Virginia Dangerous Dog Registry.~~

~~(e) Certificates or renewals.~~

~~(1) All certificates or renewals thereof required to be obtained under this section shall be issued only to persons 18 years of age or older who present satisfactory evidence:~~

~~a. Of the animal's current rabies vaccination, if applicable;~~

~~b. That the animal is and will be confined in a proper enclosure, or is and will be confined inside the owner's residence, or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed;~~

~~c. That the animal has been spayed or neutered; and~~

~~d. That the owner has liability insurance, to the value of at least \$100,000.00, that covers animal bites or has obtained and will maintain a bond in surety, in lieu of liability insurance, to the value of at least \$100,000.00.~~

~~(2) In addition, no owner shall be issued a certificate or renewal unless he presents satisfactory evidence that:~~

~~a. His residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous dog on the property; and~~

~~b. The animal has been permanently identified by means of electronic implantation.~~

~~(f) While on its owner's property, an animal found to be a dangerous dog shall be confined indoors, or in a securely enclosed and locked structure of sufficient height and design to prevent its escape or direct contact with or entry by minors, adults, or other animals. While so confined within the structure, the animal shall be provided for according to § 3.2-6503 of the Code of Virginia. When off its owner's property, an animal found to be a dangerous dog shall be kept on a leash and muzzled in such a manner as not to cause injury to the animal or interfere with the animal's vision or respiration, but so as to prevent it from biting a person or another animal.~~

~~(g) The owner of a dog found to be dangerous shall cause the animal protection unit of the division of police to be promptly notified of:~~

~~(1) The names, addresses, and telephone numbers of all owners;~~

~~(2) All of the means necessary to locate the owner and the dog at any time;~~

~~(3) Any complaints or incidents of attack by the dog upon any person or cat or dog;~~

~~(4) Any claims made or lawsuits brought as a result of any attack;~~

~~(5) Chip identification information;~~

~~(6) Proof of insurance or surety bond; and~~

~~(7) The death of the dog.~~

~~(h) If an animal has been found to be a dangerous dog, the owner shall immediately cause the animal protection unit to be notified upon learning that the animal:~~

~~(1) Is loose or unconfined;~~

~~(2) Bites a person or attacks another animal; or~~

~~(3) Is sold, is given away, or dies.~~

~~Any owner of a dangerous dog who relocates to a new address shall, within ten days of relocating, provide written notice to the appropriate local animal protection unit for the old address from which the animal has moved and the new address to which the animal has been moved.~~

~~(i) Any owner or custodian of a canine or canine crossbreed or other animal is guilty of a:~~

~~(1) Class 2 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person; or~~

~~(2) Class 1 misdemeanor if the canine or canine crossbreed previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury. The provisions of this subsection shall not apply to any animal that, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, or when the animal is a police dog that is engaged in the performance of its duties at the time of the attack.~~

~~(j) The owner of any animal that has been found to be a dangerous dog who willfully fails to comply with the requirements of this section is guilty of a misdemeanor. Whenever an owner or custodian of an animal found to be a dangerous dog is charged with a violation of this section, the animal protection police officer shall confine the dog until such time as evidence shall be heard and a verdict rendered.~~

~~(k) All fees collected pursuant to this section, less the costs incurred by the animal protection unit of the division of police in producing and distributing the certificates and tags required by this ordinance, shall be paid into a special fund dedicated to paying the expenses of any training courses required under Code of Virginia, § 3.2-6556.~~

3. That Section 5-31 of the Code of the County of Henrico is repealed and reserved.

### **Sec. 5-31. Vicious dogs Reserved.**

~~(a) Any law enforcement officer or animal protection police officer who has reason to believe that a canine or canine crossbreed in the county is a vicious dog shall apply to a county magistrate for the issuance of a summons requiring the owner or custodian, if known, to appear before the general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue. If a law enforcement officer successfully makes an application for the issuance of a summons, he shall contact a local animal protection police officer and inform him of the location of the dog and the relevant facts pertaining to his belief that the dog is vicious. The animal protection police officer shall confine the animal until such time as evidence shall be heard and a verdict rendered.~~

~~(b) No canine or canine crossbreed shall be found to be a vicious dog solely because it is a particular breed, nor is the ownership of a particular breed of canine or canine crossbreed prohibited. No animal shall be found to be a vicious dog if the threat, injury,~~

~~or damage was sustained by a person who was (i) committing, at the time, a crime upon the premises occupied by the animal's owner or custodian; (ii) committing, at the time, a willful trespass upon the premises occupied by the animal's owner or custodian; or (iii) provoking, tormenting, or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times. No police dog that was engaged in the performance of its duties as such at the time of the acts complained of shall be found to be a vicious dog. No animal that, at the time of the acts complained of, was responding to pain or injury or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, shall be found to be a vicious dog.~~

~~(e) Any owner or custodian of a canine or canine crossbreed or other animal whose willful act or omission in the care, control, or containment of a canine, canine crossbreed, or other animal is so gross, wanton, and culpable as to show a reckless disregard for human life and is the proximate cause of such dog or other animal attacking and causing serious injury to any person is guilty of a class 1 misdemeanor. The provisions of this subsection shall not apply to any animal that, at the time of the acts complained of, was responding to pain or injury or was protecting itself, its kennel, its offspring, a person, or its owner's or custodian's property, or when the animal is a police dog that is engaged in the performance of its duties at the time of the attack.~~

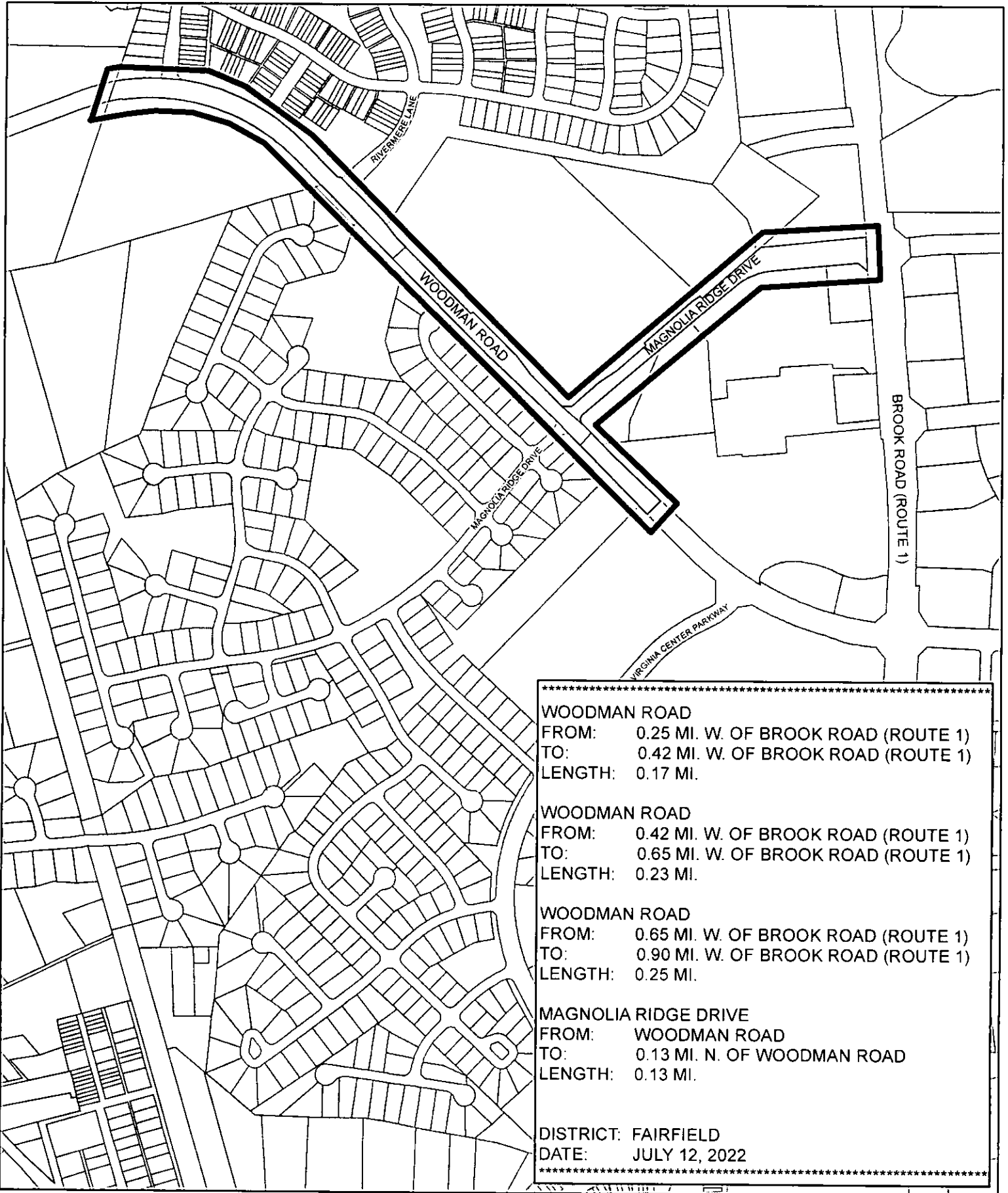
4. That this ordinance will be in full force and effect on and after its passage as provided by law.







# WOODMAN ROAD and MAGNOLIA RIDGE DRIVE

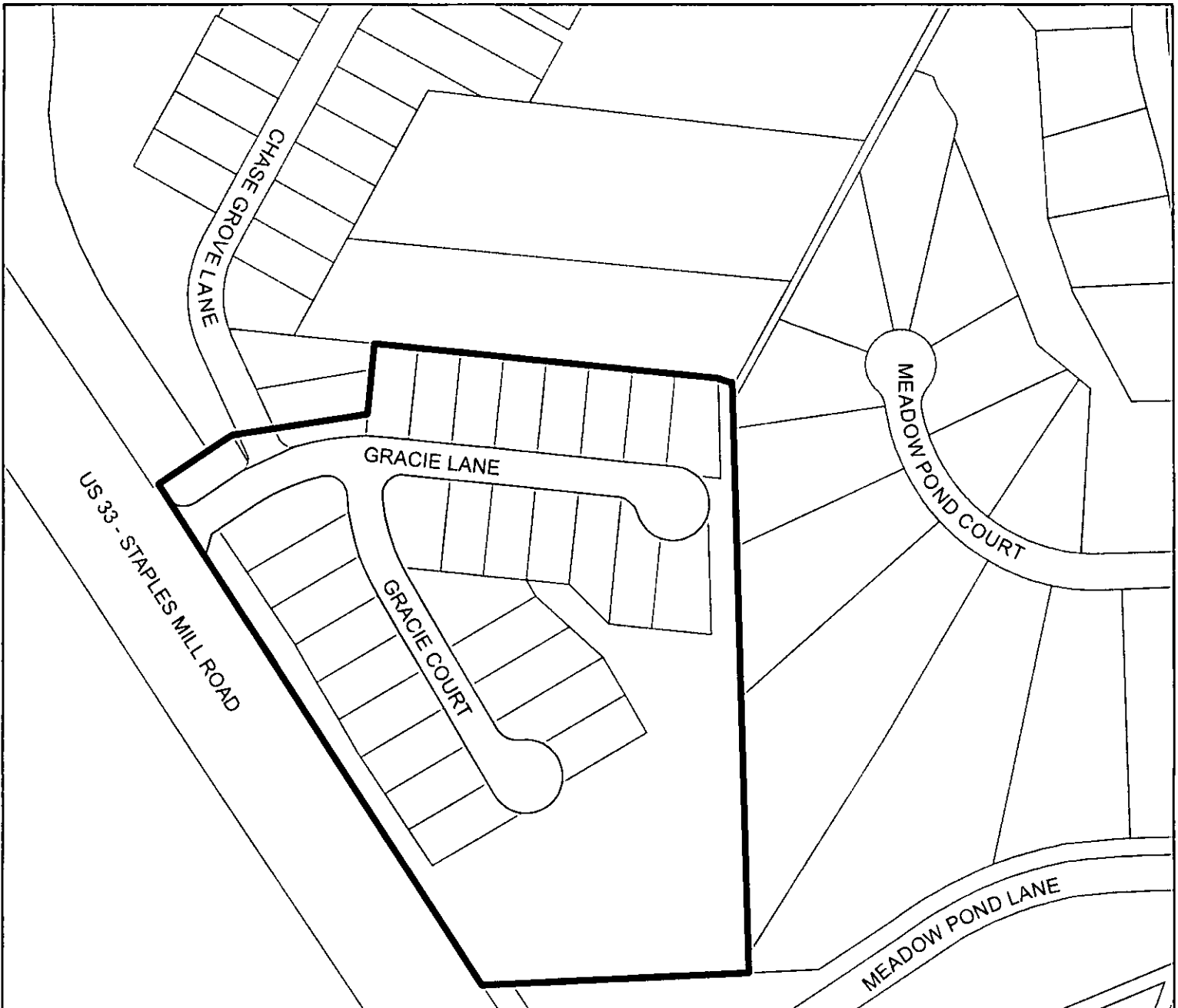
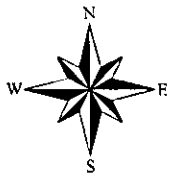


*****	
WOODMAN ROAD	
FROM:	0.25 MI. W. OF BROOK ROAD (ROUTE 1)
TO:	0.42 MI. W. OF BROOK ROAD (ROUTE 1)
LENGTH:	0.17 MI.
WOODMAN ROAD	
FROM:	0.42 MI. W. OF BROOK ROAD (ROUTE 1)
TO:	0.65 MI. W. OF BROOK ROAD (ROUTE 1)
LENGTH:	0.23 MI.
WOODMAN ROAD	
FROM:	0.65 MI. W. OF BROOK ROAD (ROUTE 1)
TO:	0.90 MI. W. OF BROOK ROAD (ROUTE 1)
LENGTH:	0.25 MI.
MAGNOLIA RIDGE DRIVE	
FROM:	WOODMAN ROAD
TO:	0.13 MI. N. OF WOODMAN ROAD
LENGTH:	0.13 MI.
DISTRICT:	FAIRFIELD
DATE:	JULY 12, 2022
*****	





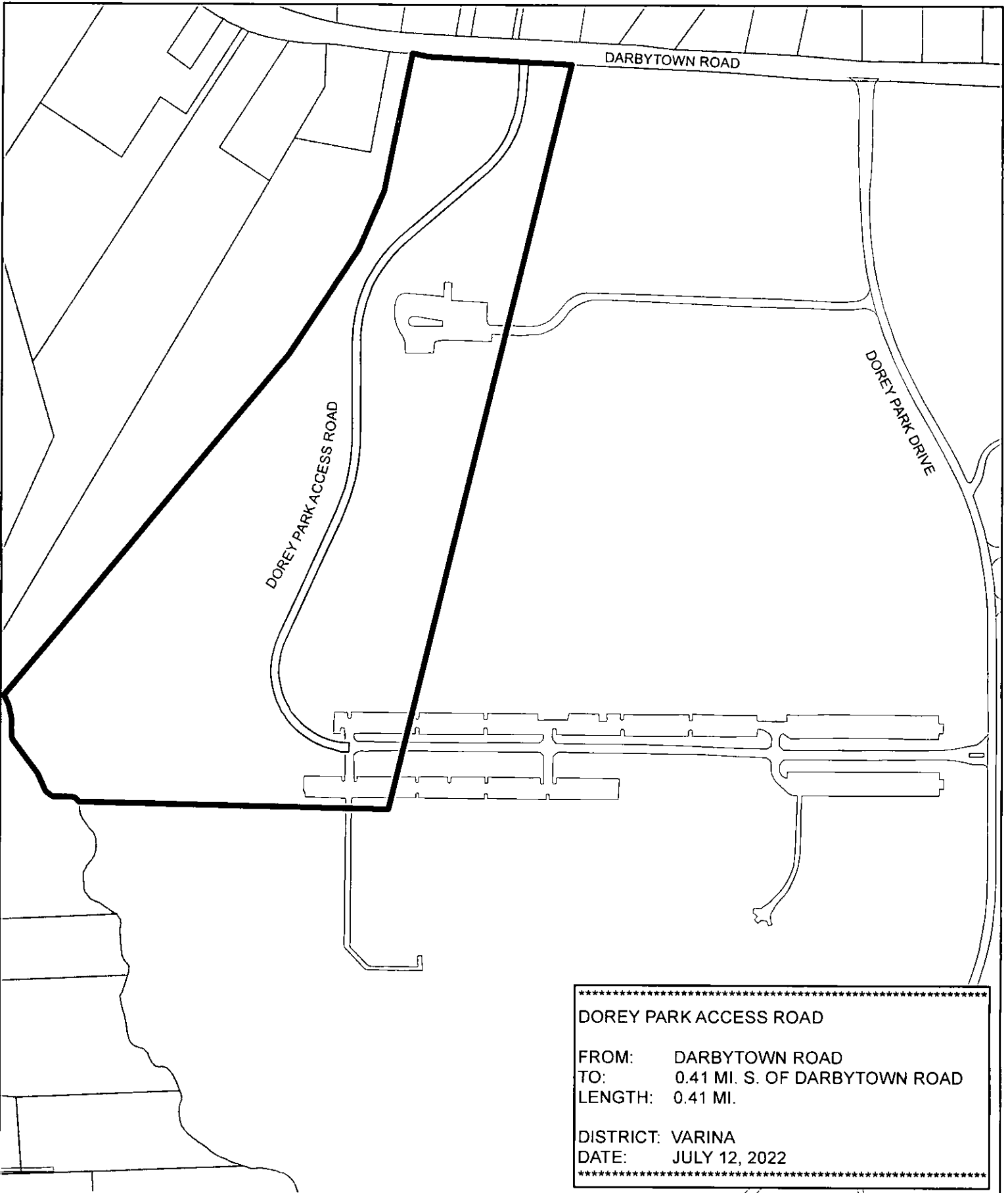
# BRITLYN NORTH



\*\*\*\*\*  
BRITLYN NORTH  
GRACIE LANE  
FROM: STAPLES MILL ROAD (ROUTE 33)  
TO: 0.16 MI. E. OF STAPLES MILL ROAD (ROUTE 33)  
LENGTH: 0.16 MI.  
GRACIE COURT  
FROM: GRACIE LANE  
TO: 0.11 MI. S. OF GRACIE LANE  
LENGTH: 0.11 MI.  
DISTRICT: BROOKLAND  
DATE: JULY 12, 2022  
\*\*\*\*\*



# DOREY PARK ACCESS ROAD



\*\*\*\*\*  
DOREY PARK ACCESS ROAD  
FROM: DARBYTOWN ROAD  
TO: 0.41 MI. S. OF DARBYTOWN ROAD  
LENGTH: 0.41 MI.  
DISTRICT: VARINA  
DATE: JULY 12, 2022  
\*\*\*\*\*