

Spotsylvania County

Cable Television and Telecommunications Commission

2013 ANNUAL REPORT



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Spotsylvania County Television and Telecommunications Commission

Mission of the Commission

The Spotsylvania County Cable Television and Telecommunications Commission (CTTC) was created as an advisory group to the Board of Supervisors. The CTTC promotes and encourages compliance with the franchise agreement among the cable companies operating within Spotsylvania County, reviews and advises the Board on cable, telecommunications and local infrastructure issues, and promotes the use of PEG channels to keep citizens informed.

Bylaws

The CTTC follows the bylaws as established in Spotsylvania County Code, Chapter 2, Article 2, Division 5, Cable Television and Telecommunications Commission, as follows:

Sec. 2-101. Definition.

- (a) As used in this division, the term "commission" shall mean the cable television and telecommunications commission created by section 2-102.
- (b) "PEG", as used in this division, is an acronym for "public, educational and governmental" access facilities relating to:
 - (1) Channel capacity designated for public, educational, or governmental use; and
 - (2) Facilities and equipment for the use of such channel equipment.(Ord. No. 2-13, 6-27-00)

Sec. 2-102. Created.

There is hereby created, in and for the county, a commission to be known as the cable television and telecommunications commission. (Code 1980, § 20.1-1; Ord. of 7-28-87(3); Ord. No. 2-13, 6-27-00)

Sec. 2-103. Composition; qualification of members.

The cable television and telecommunications commission shall consist of seven (7) voting members and five (5) non-voting members as follows:

- 1) The seven (7) voting members shall be appointed by the board of supervisors and shall consist of one (1) resident of the county from each election district.
- 2) The five (5) non-voting members shall be the county administrator or his designated representative, the school superintendent or his designated representative, the director of information services or his designated representative, the director of the Central Rappahannock Regional Library or his designated representative, and the director of information services for Germanna Community College or his designated representative. The commission shall have the ability to increase the number of non-voting members from time to time as may be warranted.

(Code 1980, § 20.1-3(A); Ords. of 7-28-87(3); 5-9-89(1); Ord. No. 2-1, 3-27-90; Ord. No. 2-13, 6-27-00)

Sec. 2-104. Terms of members.

- a) Each of the seven (7) voting members appointed by the board of supervisors shall be appointed to four-year terms.
- b) The five (5) non-voting members shall be permanent commission members.

(Code 1980, § 20.1-3(C), (D); Ords. of 7-28-87(3); 5-9-89(1); Ord. No. 2-1, 3-27-90; Ord. No. 2-13, 6-27-00)

Sec. 2-105. Chairperson.

The chairperson of the commission shall be selected from the seven (7) voting members.

(Code 1980, § 20.1-3(B); Ords. of 7-28-87(3); 5-9-89(1); Ord. No. 2-1, 3-27-90)

Sec. 2-106. Purposes and duties.

The purposes and duties for which the commission has been established are as follows:

- (1) Review and consider subscriber complaints regarding grantee services and operations; assist in resolving disputes regarding the conduct and performance of the grantee in accordance with the cable television ordinance and franchise;
- (2) Make an annual report on the status of local cable television and telecommunications operations in the county and the activities of the commission. This report shall also include the status and activities of any regional operations group in which the commission may participate as a result of the cable service provider's interconnected PEG channel network;
- (3) Advise and assist the board of supervisors by reviewing, recommending and coordinating the deployment and use of advancing cable television and telecommunications technologies; informing the board of potential opportunities to improve the technical capabilities of local and regional cable television and telecommunications systems; assist the board of supervisors by providing the oversight function for the operation of the local PEG channel network and providing such representatives as may be required to serve on a regional operations group for the larger community network;
- (4) Develop ways and means for promoting and utilizing the cable television system to further the objective of increased public participation and awareness of local government activities and events of regional significance; identify and recommend public and private funding sources to create, provide, expand and improve cable television and telecommunications content and services in the public interest;
- (5) Advise and assist the board of supervisors in the consideration of the purchase of cable and related telecommunications equipment to achieve the stated objectives;
- (6) Formulate recommendations to increase in-house governmental communications via the cable system;
- (7) Advise the board of supervisors with regards to proposed rate changes for cable services;
- (8) Monitor the activities and operation of the grantee to ascertain compliance with the requirements of the franchise; meet with representatives of the grantee as necessary to resolve problems and facilitate cable operations consistent with the franchise requirements;
- (9) Keep the board of supervisors apprised of changes in FCC regulations and other statutes affecting the cable ordinance and system;
- (10) Encourage the use of public access channels among a broad range of individuals, groups and institutions within the county; make recommendations of general policy to grantee relating to the use of public access channels;

- (11) Assist the board of supervisors in the overall process of cable franchisement, as required by the board of supervisors;
 - (12) Conduct periodic informal hearings to solicit and evaluate subscriber views of cable service.
- (Code 1980, § 20.1-2; Ord. of 7-28-87(3); Ord. No. 2-13, 6-27-00)

Sec. 2-107. Meetings.

- (a) The commission shall meet at least six (6) times per year. Additional meetings may be held, as required, and shall be called by the chairperson upon a minimum of ten (10) days notice to all members. Such notice may be waived upon the presence and consent of all members at any meeting called by the chairperson.
 - (b) All meetings shall be open to the public in accordance with the Virginia Freedom of Information Act (Code of Virginia, § 2.1-390 et seq.).
 - (c) Quorum and method of voting.
 - (1) Current members of the commission are referred to as "active" members. A "quorum" is defined as the minimum number of officers and members of a constituted body who must be present for the valid transaction of business. The number necessary to represent a quorum for the commission is the majority of active members.
 - (2) If a member misses three consecutive meetings during a year, the board of supervisors has the option to declare the member an "inactive" member. An "inactive" member is then sent a letter from the director of information services requesting their intention in serving as a member of the commission. If it is the desire of the member to step down, the commission will request the board of supervisors to appoint a successor. However, if the member wishes to continue to serve on the commission, he is to contact the director of information services stating his intentions to continue his service on the commission.
- (Code 1980, § 20.1-3; Ords. of 7-28-87(3); 5-9-89(1); Ord. No. 2-1, 3-27-90; Ord. No. 2-13, 6-27-00; Ord. No. 2-15, 6-14-05)

CTTC Members

Current voting CTTC members are as follows:

Battlefield	Kahlil DeBerry Email: kahlil.deberry@comcast.net	Exp. 12/31/17
Berkeley	Richard A. Ivey Email: rivey@virginiabbq.com	Exp. 12/31/17
Chancellor	Herbert W. Pritchett, Sr. (Chairperson) Email: hwpritchettsr@yahoo.com	Exp. 12/31/15
Courtland	Richard Thompson Email: None Available	Exp. 12/31/15
Lee Hill	Wendy A. Latella Email: wendylatella@yahoo.com	Exp. 12/31/17
Livingston	Kirk Twigg Email: kirktwigg@aol.com	Exp. 12/31/15
Salem	Joseph McBride (Vice Chairperson) E-mail: jgmcbride@verizon.net	Exp. 12/31/15

Chairman and Vice-Chairman

In January 2014, motions were passed to maintain the current members' positions. Herbert Pritchett will remain the Chairman and Joseph McBride will remain the Vice Chairman of the Commission

Reappointments

There were no reappointments

Appointments

Richard A. Ivey was appointed on February 11, 2014. Kahlil DeBerry was appointed on February 25, 2014. Wendy A. Latella was appointed on March 11, 2014.

Meeting Frequency

The CTTC meets on the second Thursday of each month. Information regarding meetings, minutes, and agendas can be found at <http://www.spotsylvania.va.us/departments/infoserv/cablecom/>

Staff Contacts

Jane Reeve, Director, Information Services
Karen Karkos, Secretary to Commission
Mark Darden – School Board Information Technology Representative
Chris Glover – CRRL Information Technology Representative
Jacque Larsen – GCC Information Technology Representative

Complaints/Comments

For any cable services you may need, you may reach the providers as follows:

- Comcast at 800-266-2278
- Cox Cable at 540-373-6343
- Verizon FiOS at 1-800-VERIZON, or via their website at www.verizon.com

All efforts to resolve cable related issues should be conducted with the service provider. Each Cable Commission member represents a district in Spotsylvania County and has been appointed by your Board of Supervisors to help the citizens with any questions they may have regarding the Franchise Agreements between the providers and the County.

The County also offers a Citizen Complaint telephone line for you to call if there are any issues with your service that you are unable to resolve directly with a provider. You may either call the Complaint Line at 540-507-7560 and leave your name, address, phone number and a brief message for a return call; or you can email the County at cabletv@spotsylvania.va.us with your complaint. The County office will contact the local cable company about your complaint, and your complaint will be added to the County's Complaint Log for your Commission member to be aware. The cable providers are responsible for following up with you and the County to help resolve your issue.



Overview

Cox Communications provides service to approximately 650 customers in Spotsylvania County. Customer service contact information for Cox is 540-373-6343.

Program Offerings and Service Fees

In order to bridge the digital divide, Cox has a program called "Connect to Compete

See a list of Cox's current service offerings and fee schedules at

<http://ww2.cox.com/residential/northernvirginia/home.cox>

Customer Service

Cox had a price increase that went into effect April 1, 2013. Ms. Reeve inquired as to why the cost of basic internet was so high and if they would be able to make the costs more reasonable.

Franchise Agreement

There was a request to extend the Cox Franchise Agreement renegotiations until March, 2014. The County and Cox are in final stages of negotiations of the new franchise agreement. The final agreement will be presented to the Board of Supervisors in March 2014.

A copy of the existing franchise agreement can be found at
http://www.spotsylvania.va.us/filestorage/2614/3152/1143/Cox_FA.pdf

Service Expansion Plan

At this time, Cox has no plans to expand further into the County.



Overview

Comcast provides service to approximately 65% of Spotsylvania County.

Program Offerings and Service Fees

In September, Comcast started their third year of the Internet Essentials Program in order to bridge the digital divide.

See a list of Comcast's current service offerings and fee schedules at <http://www.comcast.com/default.csp>

Customer Service

Comcast had a price increase that went into effect March 1, 2013; however, the increase was too confusing and was asked if they could fix it. By the time they looked into it, the increase had already gone into effect. Comcast will look into it next year. On March 15, 2013 there was a campaign for parental control which educated customers on some of the services they provided including how to control program ratings, time frame, etc within specific channels.

Comcast has not been consistently responsive to customer initiated service expansion requests. As a result, Comcast was asked to return their calculations in a more timely matter in the future. The new franchise agreement with Comcast allows for remedies against Comcast if customer service response times are not met. A summary of those remedies are as follows:

Remedies Summary

At all times, good faith effort to remedy.

Notify Comcast of alleged non-compliance

Comcast has 15 days to respond, cure and/or initiate reasonable steps to remedy.

Comcast must present a \$50,000 letter of credit

Liquidated damages will not exceed \$30,000 per year

Non-compliance Violations

- Failure to meet quarterly standards in a calendar quarter
 - Receives notice of non-compliance
 - Comcast given another quarter to remedy

- If not remedied by end of 2nd quarter, \$1,500 drawn from letter of credit for 2nd quarter non-compliance and each subsequent and consecutive quarter in non-compliance
- Failure to meet reporting requirements (\$200 per day)
- Failure to materially comply with technical quality and reliability of PEG Channels (\$250 per day)
- Failure to materially comply with customer service standards (\$100 first violation; \$250 for any violation within 12 months after first violation, and \$500 for any violation within 12 months after the second OR any subsequent violation)
- Violation of applicable FCC technical standards (\$250 per day)
- Failure to file, obtain, maintain or replenish security fund in a timely fashion (\$250 per day)
- ANY OTHER material violation of the franchise agreement for which damages may not be ascertainable (\$200 per day for EACH violation for EACH day the violation continues)

Service Expansion Plan

Lake Anna area, servicing additional 3000+ homes.

Franchise Agreement

A newly renegotiated franchise agreement with Comcast was approved by the Board of Supervisors in June, 2013. The term of the agreement is ten years, and expires in June, 2023. A copy of the franchise agreement can be found at http://www.spotsylvania.va.us/filestorage/2614/3152/1143/Cable_Franchise_Agreement-signed.pdf.



Overview

Verizon currently provides service to approximately 9,000 customers.

Program Offerings and Service Fees

See a list of Verizon's current service offerings and fee schedules at <http://www22.verizon.com/Residential/FiOSTV/Plans/Plans.htm#plans>

Customer Service

Verizon has no local presence in the county, and provides all customer service on their website at www.verizon.com.

Build-Outs

Verizon continues their construction for Build-Out in Chancellor I and II areas of the county as identified with FIOS Franchise agreement.

Franchise Agreement

Verizon's franchise agreement was approved by the Board of Supervisors in October, 2006. The term of the agreement is fifteen years, and expires in October, 2021.

A copy of the franchise agreement can be found at http://www.spotsylvania.va.us/filestorage/2614/3152/1143/Spotsy_FINAL_Agreement_10.24.06.pdf

Service Expansion Plan

In July, 2013, construction on Buckland Road was approved. During the September meeting it was announced that FiOS had successfully been installed with satisfactory results. Verizon continues to expand FIOS in the Route 3 West area of the county, until areas that meets density requirements established in the franchise agreement.

Cable Ordinance

In November 2012 a draft of Ordinance changes were emailed to the Commission. Changes were approved by the Board of Supervisors on December 11, 2012. A copy of the ordinance can be found at http://library.municode.com/HTML/12105/level3/COCO_CH6CATESY_ARTIINGE.html. The Ordinance is as follows:

ORDINANCE NO. 6 - 4

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 6, CABLE TELEVISION SYSTEMS, OF THE CODE OF THE COUNTY OF SPOTSYLVANIA, VIRGINIA.

BE IT ORDAINED By the Board of Supervisors of the County of Spotsylvania, Virginia, that Chapter 6, Cable Television Systems, is hereby amended and reordained by amending various sections of the Chapter, as follows:

SPOTSYLVANIA COUNTY CABLE TELEVISION SYSTEMS ORDINANCE

ARTICLE I. IN GENERAL

Sec. 6-1. Title.

This chapter shall be known and may be cited as the "Spotsylvania County Cable Television Systems Ordinance."

(Code 1980, § 20-1; Ord. of 7-28-81)

Sec. 6-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cable service means the one-way transmission to subscribers of video programming or other programming service, and subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

Cable television system or *cable system* means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, except that such definition shall not include:

- (1) A system that serves fewer than twenty (20) subscribers;
- (2) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
- (3) A facility that serves subscribers without using any public right-of-way;
- (4) A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201 et seq., except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (5) Any facilities of any electric utility used solely for operating its electric systems;
- (6) Any portion of a system that serves fewer than 50 subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or

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

Commission means the cable television commission or other body appointed by the board of supervisors to monitor, review or perform other duties on behalf of the board of supervisors with respect to cable operations within the county, all as set forth in division 5 of article II of chapter 2 of this Code.

Franchise means an initial authorization, or renewal thereof, issued by the county, that authorizes the construction or operation of a cable system in the public rights-of-way.

Franchise agreement means a written instrument embodying terms related to the operation of a cable system and the provision of cable service that have been negotiated and agreed upon by the county and a grantee, and are in addition to the applicable provisions of this chapter.

Grantee means any natural person, partnership, corporation, association, joint venture or organization of any kind granted a franchise by the board under this chapter and its lawful successor, transferee or assignee.

Incumbent cable operator means a person that holds a franchise granted by the county and was operating a cable system in the county on July 1, 2012.

Interactive on-demand services means a service providing video programming to subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

Public rights-of-way means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive or bridge, in which the county holds a property interest and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation, operation and maintenance of a cable system. No reference in this chapter or in any franchise agreement to a "public right-of-way" shall be deemed to be a representation or guarantee by the county that its interests or other rights in such right-of-way are sufficient to permit its use for the installation, operation and maintenance of a cable system, and a franchisee shall be deemed to gain only those rights which the county has the undisputed right and power to give.

Two-way capacity means that the cable television system shall maintain a plant having technical capacity for audio and video return communications.

Video programming means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

(Code 1980, § 20-2; Ords. of 7-28-81; 7-28-87(3))

Sec. 6-3. Violations of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 1 misdemeanor.

(Code 1980, § 20-34; Ord. of 7-28-81)

Cross references: Penalty for Class 1 misdemeanor, § 1-11. Sec. 6-4. Chapter does not abrogate constitutional rights.

Nothing in this chapter shall be deemed to abrogate the constitutionally protected rights of any incumbent cable operator.

(Code 1980, § 20-35; Ord. of 7-28-81)

Sec. 6-5. Compliance by grantee with applicable regulations.

A grantee shall be subject to all lawful exercise of the police power by the county and to such regulation thereunder as the county shall hereafter provide.
(Code 1980, § 20-4; Ord. of 7-28-81)

Sec. 6-6. Acceptance of chapter and franchise by grantee; conflict between chapter and franchise.

(a) By acceptance of a franchise, a grantee shall be deemed (i) to have agreed to accept the validity of and abide by the terms and conditions of this chapter and the grantee's franchise agreement in their entirety, and (ii) to have agreed that it will not at any time proceed against the county in any claim or proceeding challenging any term or provision of this chapter or the franchise agreement as unreasonable, arbitrary or void or that the county did not have the authority to impose such term or condition.

(b) Whenever there appears to be a conflict between any provision of this chapter, or any amendment hereof, and that of a franchise agreement, or any amendment thereof, the provisions of the franchise agreement, or any amendment thereof, shall be construed and held to take precedence over such conflicting or apparently conflicting provisions of this chapter, or any amendment hereof.

(Code 1980, §§ 20-25, 20-26; Ord. of 7-28-81; Ord. No. 6-2, 7-8-97)

Sec. 6-7. Grantee not exempt from taxes, assessments.

Nothing contained in this chapter shall be construed to exempt any grantee from any tax, business license tax, levy or assessment which is authorized by law.
(Code 1980, § 20-10(b); Ord. of 7-28-81)

Sec. 6-8. Liability and indemnification.

(a) Each franchise agreement entered into pursuant to this chapter shall require the grantee thereof to indemnify the county on terms to be specified therein.

(b) Each franchise agreement entered into pursuant to this chapter shall require the grantee thereof to purchase and maintain insurance on terms to be specified therein.

Each insurance policy obtained by a grantee in compliance with this subsection must be filed with the board of supervisors. Such insurance policy bond, along with written evidence of payment of required premiums, shall be filed and maintained with the county administrator during the term of a franchise.

(Code 1980, § 20-6; Ord. of 7-28-81)

Sec. 6-9. County's rights--Adoption of additional regulations.

The right is hereby reserved to the county or the board of supervisors to adopt, in addition to the provisions contained in this chapter, such additional regulations as it shall find necessary; provided, that such regulations, by ordinance or otherwise, shall be reasonable .

(Code 1980, § 20-19(a); Ord. of 7-28-81)

Sec. 6-10. Same--Requirement of security.

The county shall have the right to require adequate security in the form of a letter of credit in an amount to be specified in each franchise agreement.

(Code 1980, § 20-19(b); Ord. of 7-28-81)

Sec. 6-11. Same--Inspection of construction and installation work.

The county shall have the right to inspect all construction and installation work subject to the provisions of this chapter as it shall find necessary to ensure compliance with the terms of this chapter, a grantee's franchise agreement, and pertinent provisions of law.

(Code 1980, § 20-19(b); Ord. of 7-28-81)

Sec. 6-12. [Reserved] . (Code 1980, § 20-24; Ord. of 7-28-81)

Sec. 6-13. [Reserved]

Secs. 6-14--6-30. Reserved.

ARTICLE II. FRANCHISE

Sec. 6-31. Required.

It shall be unlawful for any person to operate a cable television system within the county unless he has been granted a franchise so to do.

(Code 1980, § 20-34; Ord. of 7-28-81)

Sec. 6-32. Authority to grant.

(a) The board of supervisors may grant a franchise creating a right and privilege to construct and operate a cable television system in such area of the county as it may deem in the public interest. Such franchise shall not be exclusive and, subject to the provisions of subsection (b), the board reserves the right to grant a similar franchise to any other person at any time.

(b) Notwithstanding any other provision of this chapter, the board of supervisors shall not grant more than one (1) franchise under this article, unless it finds that the public welfare will be enhanced by the grant of additional franchises. Such finding shall be made only after a public hearing at which testimony is heard concerning the economic consideration, the impact on private property rights, the impact on public convenience, the public need and potential benefit and such other facts as are relevant.

(Code 1980, § 20-3; Ord. of 7-28-81)

Sec. 6-33. Willful violation by grantee.

It shall be unlawful for the grantee to willfully violate the terms of any franchise granted under this chapter.

(Code 1980, § 20-34; Ord. of 7-28-81)

Sec. 6-34. Capabilities and service.

(a) Each franchise agreement shall contain customer service standards, reporting requirements, and enforcement provisions acceptable to the board, and shall require the grantee thereunder to comply with all applicable technical standards consistent with federal law.

(b) Each franchise agreement shall include such provisions as the board may deem in the public interest providing for services to government, including but not limited to channels and capital grants dedicated to public, educational, and government access use, and institutional network capacity. .

(Code 1980, § 20-30; Ord. of 7-28-81)

Sec. 6-35. Process for acceptance.

Any franchise, right and privilege which is granted under this chapter to establish, maintain and operate in the county or any part thereof, a cable television system shall be upon the condition that the prospective grantee shall enter into and execute a franchise agreement acceptable to both the county and the prospective grantee. . The board shall not act on a proposed franchise agreement until the prospective grantee has executed and delivered such franchise agreement to the County Administrator, at which time the County Administrator shall place the proposed agreement on the board's agenda for consideration in accordance with the board's existing procedures and deadlines..

(Code 1980, § 20-26; Ord. of 7-28-81)

Sec. 6-36. [Reserved.]

Sec. 6-37. Term.

The term of an original franchise shall be no more than fifteen (15) years, and shall be set by the board of supervisors after consideration of what term shall be in the best interests of the residents of the county. The term shall begin on the date of acceptance of the franchise by the grantee.

(Code 1980, § 20-23(a); Ords. of 7-28-81; 9-13-83(2))

Sec. 6-38. Reserved.

(Code 1980, § 20-12; Ord. of 7-28-81)

Sec. 6-39. Transfer or encumbrance.

(a) The grantee shall not transfer ownership of its franchise to any other person without prior approval of the board of supervisors by resolution.

(b) The grantee may hypothecate its interest in its franchise for the purpose of obtaining financing. Any change of ownership resulting from any such hypothecation shall not become absolute until approved by the county and until the new owners' acceptance of that franchise and all of the rights and obligations hereunder.

(Code 1980, § 20-16; Ord. of 7-28-81)

Sec. 6-40. Renewal.

Upon expiration of the term for which a franchise is granted, the county may renew a grantee's franchise for an additional period, not to exceed fifteen (15) years, provided that the board shall have first determined that the grantee has been in substantial compliance with the terms and conditions imposed by this chapter and the grantee's franchise agreement and that such renewal is subject to the standards and procedures specified in federal law and would be in the public interest.
(Code 1980, § 20-23(b); Ords. of 7-28-81; 9-13-83(2); Ord. No. 6-1, 5-10-94)

Sec. 6-41. Revocation.

(a) If a grantee refuses, neglects or willfully fails to construct, operate or maintain its cable television system in accordance with the terms of this chapter and its franchise agreement, violates the terms and conditions of this chapter or its franchise agreement in any other way, substantially violates any provision of the Virginia Consumer Protection Act, or becomes insolvent or unable or unwilling to pay its debts, or seeks relief under the Bankruptcy Code, then the franchise may be revoked by the board. The board shall not revoke a franchise until the grantee has been given notice in writing of the grounds of the proposed revocation and has had reasonable opportunity to be heard before the board and show that the proposed grounds for revocation do not exist.

(b) In addition to subsection (a) of this section, the county specifically reserves the right to terminate any franchise it has granted should the grantee:

- (1) Fail to implement the provisions or responsibilities of this chapter, or practice fraud or deceit upon the county;
- (2) Fail to have at least fifty (50) percent of the system in operation within eighteen (18) months after the effective date of the franchise;
- (3) Fail to have service available to ninety-five (95) percent of the homes in areas of the county having at least thirty-five (35) potential subscribers per trunk or distribution cable mile within two (2) years of the start of construction.

(Code 1980, § 20-23(c); Ords. of 7-28-81; 9-13-83(2))

Sec. 6-42. Removal of facilities upon expiration or revocation of franchise.

Upon the expiration of a term for which a franchise is granted or any renewal thereof or upon the revocation of a franchise for cause, the grantee shall at its own expense remove all wires, cables, amplifiers, towers, poles and any and all other parts of its cable television system that are used solely for the provision of cable service, and are located upon or within the public rights-of-way. Grantee shall not be required to remove any of its wires, cables, amplifiers, towers, poles and any and all parts of its cable system that may be used to transmit other services as may be allowed by law. Should a grantee fail to or refuse to comply fully with this provision the county may have such cable television system or parts thereof removed at a cost to be borne by the grantee and the county shall not be liable to the grantee for any damage resulting therefrom.

(Code 1980, § 20-23(d); Ords. of 7-28-81; 9-13-83(2))

Secs. 6-43--6-50. Reserved.

ARTICLE III. CONSTRUCTION AND OPERATION

Sec. 6-51. Rights of grantee.

(a) A grantee shall have the right to maintain and operate, subject to the provisions, terms, conditions and limitations prescribed in this chapter and its franchise agreement, a cable television system.

(b) A grantee shall have the right to construct, erect, operate and maintain in, on, along, across, above, over and under the public rights-of-way, poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the county of a cable television system at such locations as are reasonably suitable and convenient for the purposes of the grantee and the county.

(c) A grantee shall have the right to remove, trim, cut and keep clear of its poles, wires or cables, the trees in and along the public rights-of-way, but in the exercise of such right, the grantee shall not cut or otherwise injure such trees to any greater extent than is reasonably necessary for the continued integrity of its poles, wires or cables.

(d) A grantee, in exercise of any right granted to it by this chapter or its franchise, shall reconstruct, replace, restore or repair any public rights-of-way; any sewer, gas or water main or pipe; or any electric, fire alarm, police communication or traffic-control facility or other property of the county, which may be damaged, disturbed or destroyed by the exercise of any such right, in a manner, with such materials, and to the satisfaction of the county as shall be designated by the board of supervisors. The county shall reserve the right to determine whether the grantee has properly complied with the provisions of this subsection and if it is determined that the grantee has failed to do so, the county shall have the right to carry out such provisions, and the grantee shall reimburse the county in full for all expenses incurred by the county in carrying out all or part of such provisions.

(e) The grantee agrees that the provisions, terms, conditions and limitations prescribed in this chapter and its franchise agreement shall be applicable in all respects to the use of streets, alleys, lanes and public places situated in any territory annexed to the county or which may otherwise become a part of the county through extension of its corporate boundaries, and to the acquisition, erection, maintenance and use for such purposes of the grantee of poles, towers, wires, appliances, conduits, subways, manholes, cable fixtures, facilities and appurtenances of the grantee in such streets, alleys and public places and the grantee shall have the same rights and privileges with respect thereto as are granted by this chapter and its franchise agreement for the use of public rights-of-way, regardless of the provisions of any franchise or other authority, public or private, granted by any county, city or town, or by any deed or other instrument. The county shall provide the grantee with timely written notice of any annexation or extension of its corporate boundaries. The right and privilege to use such streets, alleys, lanes and public places and to acquire, erect, maintain and use such property in such streets, alleys, lanes and public places shall expire or terminate with the expiration or termination of the franchise.

(Code 1980, § 20-20; Ord. of 7-28-81)

Sec. 6-52. [Reserved.]

Sec. 6-53. Compliance with federal rules and regulations.

A grantee shall comply with all laws, rules and regulations, both present and future, of any federal agency or body having jurisdiction over cable television.

(Code 1980, § 20-17; Ord. of 7-28-81)

Sec. 6-54. Safety requirements.

(a) The grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) The grantee shall install and maintain its wires, cables and fixtures and other equipment in accordance with the requirements of the National Electrical Safety Code, the National Electrical Code, and all other applicable safety codes and regulations.

(c) All structures and all lines, equipment and connections in, over, under and upon the public rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe condition, and in good order and repair.

(d) The grantee shall maintain a force of one (1) or more agents or employees at all times and shall have sufficient employees to provide safe, adequate and prompt service for its facilities.

(Code 1980, § 20-11; Ord. of 7-28-81)

Sec. 6-55. Discriminatory practices prohibited.

The grantee shall not, as to rates, charges, service, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage. This section does not preclude the grantee from offering promotional discounts.

(Code 1980, § 20-14; Ord. of 7-28-81)

Sec. 6-56. County may regulate rates.

The county reserves all of its rights regarding the regulation of the rates and charges of a grantee, subject to applicable state and federal law.

(Code 1980, § 20-28; Ord. of 7-28-81)

Sec. 6-57. Right of grantee to use county public ways.

The grant of a franchise shall be deemed to include the right to use the public rights-of-way for the purpose of installing cable television structures, lines, equipment and facilities, so long as such use is consistent with all of the legal rights of by the county and the requirements of this chapter. Prior to installing any such structures, lines, equipment and facilities the grantee shall notify the county's utilities department of its plans and the department may require such modifications as will protect the existing utilities within the public rights-of-way.

(Code 1980, § 20-13; Ord. of 7-28-81)

Sec. 6-58. Use of poles.

(a) No location of any pole or wire-holding structure of the grantee shall be a vested interest and such poles or structures shall be removed or modified by the grantee at its own expense whenever the county determines that the public convenience would be enhanced thereby.

(b) Where poles or other wire-holding structures already existing for use in serving the county are available for use by the grantee, but it does not make arrangements for such use, the county may require the grantee to use such poles and structures if it determines that the

public convenience would be enhanced thereby. The county may require the owner of such poles located upon the public rights-of-way to allow the use of such poles by the grantee upon reasonable terms.

(c) Where the county or a public utility serving the county desires to make use of the poles or other wire-holding structures of the grantee but agreement therefor with the grantee cannot be reached, the county may require the grantee to permit such use for such consideration and upon such terms as the board shall determine to be just and reasonable, if the county determines that the use would enhance the public convenience and would not unduly interfere with the grantee's operations.

(Code 1980, § 20-27; Ord. of 7-28-81)

Sec. 6-59. Location of transmission and distribution structures, lines, equipment.

(a) All transmission and distribution structures, lines, and equipment erected by a grantee within the county shall be so located as to cause minimum interference with the proper use of the public rights-of-way, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any public rights-of-way. Any poles or other fixtures placed in any public rights-of-way by a grantee shall be placed in such manner as not to interfere with the usual travel on such public rights-of-way.

(b) A grantee shall place its cables, wires or other like facilities underground as may be required by the provisions of the law of the commonwealth, the ordinances and resolutions of the county, any pertinent subdivision restriction, and the applicable section of the National Electrical Safety Code, as revised during the life of the franchise. It shall be the policy of the county that a grantee will install its plant on existing pole lines, after obtaining proper authorization from the owner thereof, or underground where all other utilities are underground in public ways. However, if the facilities are aboveground, a property owner may request underground service, provided the excess cost of underground service over aerial service is borne by the property owner.

(Code 1980, § 20-13(a), (c), (e); Ord. of 7-28-81)

Sec. 6-60. Temporary moving of wires to permit moving of buildings.

A grantee shall, on the request of any person holding a building moving permit issued by the county, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance. A grantee shall be given not less than forty-eight (48) hours' advance notice to arrange for such temporary wire changes.

(Code 1980, § 20-13; Ord. of 7-28-81)

Sec. 6-61. Relocation of grantee's equipment to facilitate repair of streets, mains, facilities.

If the relocation, construction, reconstruction, maintenance or repair by the county of any street, alley, lane, other public place, or any part thereof, or if access to any street, alley, lane or other public place to or from any property of the county is required, and it is necessary to move, alter or relocate, either permanently or temporarily, any of the grantee's poles, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances and appurtenances, or any part thereof, in order for the county to relocate, construct, reconstruct, maintain or repair any such street, alley or other public place or any such sewer, gas or water main, or electric, fire alarm, police communications or traffic-control facility, or any part thereof or to obtain access to or from such property, upon notice from the county, the grantee

will move, alter or relocate such poles, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances or appurtenances, or parts thereof. If the grantee fails to move, alter or relocate such poles, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances or appurtenances, such items may be removed, altered or relocated by the county at the cost of the grantee, and the county shall not be liable to the grantee for damages resulting from such removal, alteration or relocation.

(Code 1980, § 20-13(b); Ord. of 7-28-81)

Sec. 6-62. Extension of service.

Each franchise agreement shall specify the grantee's service area and the terms on which the grantee shall be required to extend service to potential subscribers located within its service area.

(Code 1980, § 20-5; Ord. of 7-28-81)

Sec. 6-63. Service to public buildings.

Each franchise agreement shall specify the terms on which the grantee shall provide free service to county government facilities and other public facilities within the grantee's service area..

(Code 1980, § 20-8; Ord. of 7-28-81)

Sec. 6-64. Emergency use of facilities.

In the case of an emergency or disaster, the grantee shall, upon the request of the county, make available its facilities to the county for emergency use during the emergency or disaster period. The grantee shall be held harmless from any liability or damage occurring during the county's emergency use of the grantee's system which arises as a result of the negligence of officers or agents of the county.

(Code 1980, § 20-9; Ord. of 7-28-81)

Sec. 6-65. Interruption of service.

The grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruption insofar as possible and when practical shall be preceded by notice and shall occur during periods of minimum use of the system.

(Code 1980, § 20-7(a); Ord. of 7-28-81)

Sec. 6-66. Removal of facilities upon request.

Upon termination of service to any subscriber, the grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

(Code 1980, § 20-15; Ord. of 7-28-81)

Sec. 6-67. Office or business agent required.

Each franchise agreement shall specify the terms on which the grantee shall maintain an office in the county.

(Code 1980, § 20-7(b); Ord. of 7-28-81)

Sec. 6-68. Complaints.

A subscriber not satisfied by a grantee's response to a complaint shall have the right to file a complaint with the commission. All hearings on such complaints shall be heard before the commission. The commission shall have the power to determine whether grantee's conduct is or was consistent with its obligations under its franchise and this chapter and to resolve or arbitrate the dispute consistent therewith. The commission shall report its findings on such complaints to the board of supervisors. The commission shall have no enforcement powers, all such powers being specifically reserved to the board of supervisors.

(Code 1980, § 20-36; Ord. of 7-28-87(3))

Sec. 6-69. Books and records to be available for inspection and audit.

The books and records of a grantee reasonably necessary to determine compliance with this ordinance and the grantee's franchise shall be made available for inspection and audit by any person designated by the board to perform such inspection and audit.

(Code 1980, § 20-29; Ord. of 7-28-81)

Sec. 6-70. Maps and plats.

The grantee shall provide maps and plats of its system to the county upon reasonable request. The county shall treat such maps and plats as proprietary and confidential records and shall not release them or disclose their contents to third parties, except as required by applicable law, including without limitation the Virginia Freedom of Information Act.

(Code 1980, § 20-21; Ord. of 7-28-81)

Sec. 6-71. Filings and communications with regulatory agencies.

Copies of all petitions, applications and communications that are related to the operation of a grantee's cable system in the county and that are submitted by the grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any franchise granted, shall be maintained by the grantee and, upon request, be submitted to the board of supervisors.

(Code 1980, § 20-18; Ord. of 7-28-81)

Internet

On February 10, 2013, Mr. Raymond provided a handout on rural area Internet access. Wireless Internet Service Provider (WISP) is an alternative internet provider in Louisa County. On July 11, 2013, Ms. Reeve distributed a report to the Commission on the IWISP WIMAX services in Lake Anna. They serve approximately 500 customers at \$40 per month with a \$160 installment fee. They will offer some competitiveness for Comcast in that area. The report is as follows:

SPOTSYLVANIA WIRELESS INTERNET SERVICE PROVIDER (WISP) SUMMARY

Company Name: iWiSP

Contact: Sam Smith sam@iwisp.net
POB 207
Partlow, VA 22534
540-379-5866

Web Page: <http://iwisp.net>

Customers: 500+

Price: \$40/Month \$160/Installation

Technology Summary:

WISP companies offer broadband internet access predominately in rural areas where cable, dsl and fiber connections are not available. The company pays for a high bandwidth backhaul which is then made available to nearby customers via wireless network technology. The company will place equipment in elevated areas and on towers when available to increase range. This technology suffers greatly from environmental obstructions such as trees, hills and buildings. Customers must have a small receiver installed on their house. Receivers vary in size based on signal quality, but are generally the size of a small book up to a 2' dish. Speeds are comparable to cable or fiber connections.

Coverage Area:

Coverage area is difficult to define and availability of service is determined on a per address basis. iWiSP currently has equipment on Pamunkey Rd., Partlow, Lawyers, Courthouse, Days Bridge, and Belmont. Coverage extends between 1-8 miles from each access point.

Expansion:

Mr. Smith stated that iWiSP is expanding, but the process is slow due to the costs of permitting and tower rentals. Mr. Smith also mentioned that Hanover County provides access free of charge to those willing to provide this type of service to citizens. Mr. Smith said that past inquiries with Spotsylvania County have put the cost of tower rentals at 2-3 times the national tower companies.

School Board IT Department

In September it was announced that Chris Hinzeman of the School Board Information Technology department was no longer with the Schools. Mark Darden will be the new representative.

Additional of a PEG Channel – CUTV

On June 25, 2013 the Board granted approval for Central Virginia Public Access TV Corporation (“CVTV”) to receive a PEG channel.

Milestone Communications

County staff entered into preliminary discussions with Milestone Communications, who would like to manage county-owned towers to enhance wireless capacity in Spotsylvania County. No further action was deemed appropriate as it was determined that the loss of management/control over County-owned vertical structures would result in loss of current revenue streams for the County, and would relinquish management and control of County-owned properties and resources to a third-party vendor.

CRRL Information Technology

As of January 2013, there have been Wi-Fi speed upgrades at Snow and Salem Church Libraries.

GCC Information Technology

In the January meeting it was noted that the Fredericksburg campus building that was damaged during the earthquake was officially reopened. Germanna is updating from a 45 megabyte to 100 megabyte connection. In July the Fredericksburg campus moved to a 1 gigabyte connection while other remote locations moved to a 20 megabyte.

Lewiston Road Wireless Tower Special Use Permit

Wanda Parrish, Director of the Planning Department, presented plans for a 195’ cellular tower on Lewiston Road. Verizon signed for their “intent to locate” on the tower. It was stated that the benefits would be tremendous for the area. The construction is estimated to take 4-5 weeks. The Commission recommended unanimously to pass this application to the Planning Commission with the additional recommendation that the tower be lit at night.

Objectives for 2014

- Continue to monitor levels of service of the three cable companies franchised to do business in Spotsylvania County, and regularly report findings to the Board of Supervisors
- Expand information available on the County's website related to cable and telecommunications initiatives.
- Develop proposal requirements for a possible public/private partnership to provide wireless broadband services in rural areas of the County.
- Complete revision of the Public Use for presentation and approval by the Board of Supervisors.
- Continue to explore options for remaining pockets of the County that are unserved or underserved with cable internet services.