

A G E N D A
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
July 13, 2021
5:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader - Callani Williams, a resident of the Roberts District

E. PUBLIC COMMENT

F. CONSENT CALENDAR

G. PUBLIC HEARING(S)

1. Ordinance to Amend County Code Chapter 10, Garbage and Refuse
2. SUP-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square
3. Non-exclusive Cable Television Franchise Agreement with Cox Communications
4. An Ordinance Authorizing the Lower Chickahominy Watershed Collaborative Memorandum of Understanding, a Joint Exercise of Powers Agreement
5. Consideration of the James City County Comprehensive Plan, Our County, Our Shared Future: James City County 2045 Comprehensive Plan

H. BOARD CONSIDERATION(S)

I. CLOSED SESSION

1. Discussion or consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; in particular, 3 parcels of real property along Ironbound Road pursuant to Section 2.2-3711(A)(3) of the Code of Virginia
2. Discussion or consideration of the disposition of real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; in particular, real property located in Green Mount Industrial Park pursuant to Section 2.2-3711(A)(3) of the Code of Virginia
3. Consideration of a personnel matter, the appointment of individuals to County Boards and/or Commissions pursuant to Section 2.2-3711(A)(1) of the Code of Virginia
4. Appointment - Economic Development Authority
5. Appointments - Stormwater Program Advisory Commission
6. Appointments - Williamsburg Area Arts Commission
7. Appointment - Williamsburg Regional Library Board of Directors

J. ADJOURNMENT

1. Adjourn until 1 p.m. on July 27, 2021 for the Business Meeting

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Pledge Leader - Callani Williams, a resident of the Roberts District

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	6/30/2021 - 1:44 PM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Christy H. Parrish, Zoning Administrator and Elizabeth Parman, Assistant County Attorney

SUBJECT: Ordinance to Amend County Code Chapter 10, Garbage and Refuse

ATTACHMENTS:

	Description	Type
▣	Memorandum	Cover Memo
▣	Proposed Ordinance Amendment, strikethrough version	Ordinance
▣	Proposed Ordinance Amendment, clean version	Ordinance
▣	2021 Special Session I, HB1778	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Zoning Enforcement	Parrish, Christy	Approved	6/8/2021 - 3:22 PM
Development Management	Holt, Paul	Approved	6/21/2021 - 3:18 PM
Publication Management	Daniel, Martha	Approved	6/21/2021 - 3:26 PM
Legal Review	Kinsman, Adam	Approved	6/22/2021 - 1:22 PM
Board Secretary	Fellows, Teresa	Approved	6/29/2021 - 3:56 PM
Board Secretary	Rinehimer, Bradley	Approved	6/30/2021 - 7:19 AM
Board Secretary	Fellows, Teresa	Approved	7/1/2021 - 1:55 PM

MEMORANDUM

DATE: July 13, 2021

TO: The Board of Supervisors

FROM: Christy H. Parrish, Zoning Administrator
Elizabeth Parman, Assistant County Attorney

SUBJECT: Ordinance to Amend County Code Chapter 10, Garbage and Refuse

James City County Code Chapter 10, Article I regulates the maintenance of real property in the County. Specifically, this Chapter requires properties be maintained free from any accumulation of garbage, trash, litter, refuse, or other waste matter which might endanger the health or safety of residents or otherwise constitute a nuisance.

During the 2021 Special Session I of the General Assembly, amendments to Va. Code § 15.2-901 were adopted authorizing a locality by Ordinance to require property owners to maintain their property free from the accumulation of clutter, except on land zoned for or in active farming operation. Clutter is defined as *“any mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when they are left in public view for an extended period or are allowed to accumulate.”*

The Zoning Administrator and the County Attorney’s Office revised Chapter 10, Article I of the County Code to incorporate the new bill amendment. This change provides clarity to the types of items that are authorized to be removed by the County when a property owner fails to maintain his/her property in conformance with County Code Section 10-4. Owners of any property found in violation are given notice of at least 10 days to correct the situation or the County may take action to rectify such conditions. Any expense incurred by the County when abating a violation is billed to the property owner and subsequent liens are filed if payment is not received. Lastly, a minor grammar correction to Section 10-7. Penalty is also included in the proposed Ordinance.

Staff recommends adoption of the attached Ordinance.

CHP/EP/md
CCCh10-GarbRef-mem

Attachment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF JAMES CITY COUNTY, VIRGINIA, BY AMENDING ARTICLE I, IN GENERAL, SECTION 10-2, DEFINITIONS; SECTION 10-4, MAINTENANCE OF PREMISES-DUTY OF OWNERS, OCCUPANTS AND PERSONS IN CHARGE; AND SECTION 10-7, PENALTY.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 10, Garbage and Refuse, is hereby amended and reordained by amending Article I, In General, Section 10.2, Definitions; Section 10.4, Maintenance of premises-duty of owners, occupant and persons in charge; and Section 10-7, Penalty.

Chapter 10. Garbage and Refuse

Article I. In General

Sec. 10-2. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Ashes. The residue resulting from the burning of wood, coal, coke or other combustible material.

County administrator. The county administrator of James City County.

Clutter. Any mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when they are left in public view for an extended period or are allowed to accumulate.

Director. The director of general services of James City County.

Garbage. All animal and vegetable waste resulting from the handling, preparation, cooking or consumption of food.

Litter. All waste material, including, but not limited to, disposable packages or containers, but not including the wastes of the primary processes of mining, logging, sawmilling, farming or manufacturing.

Manager. The county administrator or his designee.

Recycling collection service area. The residential parcels within the county designated by the director for optional curbside recycling collection service.

Refuse. All solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, litter, residues from cleanup of spills or contamination or other discarded materials.

Refuse remover. Any person, firm or corporation or any agent or employee thereof engaged in removing and transporting refuse for compensation from two or more residential, commercial or industrial establishments, or any combination thereof, in the county.

Refuse vehicle. Any truck or trailer used for transporting refuse from the premises from which it is collected to the point of refuse disposal.

Residential recyclable material. Certain glass, plastic, metal, paper products, and other materials authorized by the director to be placed in an authorized recycling container which have been generated by occupants of a residential dwelling unit, specifically excluding hazardous waste.

Sec. 10-4. Maintenance of premises-duty of owners, occupants and persons in charge.

- (a) It shall be the duty of each owner of any real property in the county to maintain such property at all times free from any accumulation of garbage, trash, litter, refuse, *clutter, except on land zoned for or in active farming operation*, or other waste matter, whether liquid or solid, which might endanger the health or safety of residents of the county or otherwise constitute a nuisance. Such garbage, trash, litter, refuse or other waste material shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons disposing of such matter or in authorized facilities provided for such purpose and in no other manner not authorized by law.
- (b) It shall be the duty of each owner of any occupied or vacant developed or undeveloped property, including such property upon which buildings or other improvements are located, within platted subdivisions and areas zoned for residential, business, commercial, or industrial use, to provide for the cutting of grass, weeds, running bamboo, and other foreign growth as often as needed to prevent breeding and harboring places for insects, reptiles and rodents, or to prevent other hazards to the health or safety of residents of the county or other nuisances. This section shall not apply to land zoned for or in active farming operation.

Sec. 10-7. Penalty.

Violations of ~~Any person convicted of a violation~~ this chapter shall be subject to a civil penalty, not to exceed \$50 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000 in a 12-month period. Civil penalties shall be in lieu of criminal penalties and shall preclude prosecution of such violation as a misdemeanor. In the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period, such violations shall be a Class 3 misdemeanor. The classification of such subsequent violations as criminal offenses shall preclude the imposition of civil penalties for the same violation. For the purposes of this section, a business day shall constitute Monday through Friday of each week, except for holidays as shown on the calendar adopted by the board of supervisors each year.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

SADLER
ICENHOUR
LARSON
MCGLENNON
HIPPLE

VOTES

AYE NAY ABSTAIN ABSENT

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July,
2021.

CCCh10-GarbRef-ord

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF JAMES CITY COUNTY, VIRGINIA, BY AMENDING ARTICLE I, IN GENERAL, SECTION 10-2, DEFINITIONS; SECTION 10-4, MAINTENANCE OF PREMISES-DUTY OF OWNERS, OCCUPANTS AND PERSONS IN CHARGE; AND SECTION 10-7, PENALTY.

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Chapter 10. Garbage and Refuse

Article I. In General

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Refuse remover. Any person, firm or corporation or any agent or employee thereof engaged in removing and transporting refuse for compensation from two or more residential, commercial or industrial establishments, or any combination thereof, in the county.

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Sec. 10-4. Maintenance of premises-duty of owners, occupants and persons in charge.

- (a) It shall be the duty of each owner of any real property in the county to maintain such property at all times free from any accumulation of garbage, trash, litter, refuse, clutter, except on land zoned for or in active farming operation, or other waste matter, whether liquid or solid, which might endanger the health or safety of residents of the county or otherwise constitute a nuisance. Such garbage, trash, litter, refuse or other waste material shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons disposing of such matter or in authorized facilities provided for such purpose and in no other manner not authorized by law.
- (b) It shall be the duty of each owner of any occupied or vacant developed or undeveloped property, including such property upon which buildings or other improvements are located, within platted subdivisions and areas zoned for residential, business, commercial, or industrial use, to provide for the cutting of grass, weeds, running bamboo, and other foreign growth as often as needed to prevent breeding and harboring places for insects, reptiles and rodents, or to prevent other hazards to the health or safety of residents of the county or other nuisances. This section shall not apply to land zoned for or in active farming operation.

Sec. 10-7. Penalty.

Violations of this chapter shall be subject to a civil penalty, not to exceed \$50 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000 in a 12-month period. Civil penalties shall be in lieu of criminal penalties and shall preclude prosecution of such violation as a misdemeanor. In the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period, such violations shall be a Class 3 misdemeanor. The classification of such subsequent violations as criminal offenses shall preclude the imposition of civil penalties for the same violation. For the purposes of this section, a business day shall constitute Monday through Friday of each week, except for holidays as shown on the calendar adopted by the board of supervisors each year.

2021 SPECIAL SESSION I

HB 1778 Removal of clutter from property; definition, civil penalty.

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SUMMARY AS PASSED:

Removal of clutter from property; civil penalty. Provides that a locality may by ordinance require the removal of clutter from property, except on land zoned for or in active farming operation, or may, whenever the governing body deems it necessary, after reasonable notice, have such clutter removed by its own agents or employees, in which event the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the locality as taxes are collected. The bill defines "clutter" as including mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when they are left in public view for an extended period or are allowed to accumulate. Violations of the bill are subject to the existing civil penalty applicable to violations of provisions relating to the removal of trash, garbage, refuse, litter, and similar substances from property.

SUMMARY AS INTRODUCED:

Removal of clutter from property; civil penalty. Provides that a locality may by ordinance require the removal of clutter from property, or may, whenever the governing body deems it necessary, after reasonable notice, have such clutter removed by its own agents or employees, in which event the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the locality as taxes are collected. The bill defines "clutter" as including mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when they are left in public view for an extended period or are allowed to accumulate. Violations of the bill are subject to the existing civil penalty applicable to violations of provisions relating to the removal of trash, garbage, refuse, litter, and similar substances from property.

2021 SPECIAL SESSION I

CHAPTER 125

An Act to amend and reenact § 15.2-901 of the Code of Virginia, relating to removal of clutter from property.

[H 1778]

Approved March 18, 2021

Be it enacted by the General Assembly of Virginia:

1. That § 15.2-901 of the Code of Virginia is amended and reenacted as follows:

§ 15.2-901. Locality may provide for removal or disposal of trash and clutter, cutting of grass, weeds, and running bamboo; penalty in certain counties; penalty.

A. Any locality may, by ordinance, provide that:

1. The owners of property therein shall, at such time or times as the governing body may prescribe, remove therefrom any and all trash, garbage, refuse, litter, *clutter, except on land zoned for or in active farming operation*, and other substances ~~which~~ *that* might endanger the health or safety of other residents of such locality; or may, whenever the governing body deems it necessary, after reasonable notice, have such trash, garbage, refuse, litter, *clutter, except on land zoned for or in active farming operation*, and other like substances ~~which~~ *that* might endanger the health of other residents of the locality; removed by its own agents or employees, in which event the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the locality as taxes are collected; *For purposes of this section, "clutter" includes mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when they are left in public view for an extended period or are allowed to accumulate.*

2. Trash, garbage, refuse, litter, *clutter, except on land zoned for or in active farming operation*, and other debris shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons disposing of such matter or in authorized facilities provided for such purpose and in no other manner not authorized by law.

3. The owners of occupied or vacant developed or undeveloped property therein, including such property upon which buildings or other improvements are located, shall cut the grass, weeds, and other foreign growth, including running bamboo as defined in § 15.2-901.1, on such property or any part thereof at such time or times as the governing body shall prescribe; or may, whenever the governing body deems it necessary, after reasonable notice as determined by the locality, have such grass, weeds, or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected. For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice. No such ordinance adopted by any county shall have any force and effect within the corporate limits of any town. No such ordinance adopted by any county having a density of population of less than 500 per square mile shall have any force or effect except within the boundaries of platted subdivisions or any other areas zoned for residential, business, commercial, or industrial use. No such ordinance shall be applicable to land zoned for or in active farming operation. However, in any locality located in Planning District 6, no such ordinance shall be applicable to land zoned for agricultural use unless such lot is one acre or less in area and used for a residential purpose. In any locality within Planning District 23, such ordinance may also include provisions for cutting overgrown shrubs, trees, and other such vegetation.

4. The owners of any land, regardless of zoning classification, used for the interment of human remains shall cut the grass, weeds, and other foreign growth, including running bamboo as defined in § 15.2-901.1, on such property or any part thereof at such time or times as the governing body shall prescribe; or may, whenever the governing body deems it necessary, after reasonable notice as determined by the locality, have such grass, weeds, or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected. For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice. No such ordinance shall be applicable to land owned by an individual, family, property owners' association as defined in § 55.1-1800, or church.

B. Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local real estate taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1. A locality may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

C. The governing body of any locality may by ordinance provide that violations of this section shall be subject to a civil penalty, not to exceed \$50 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000 in a 12-month period.

D. Except as provided in this subsection, adoption of an ordinance pursuant to subsection C shall be in lieu of criminal penalties and shall preclude prosecution of such violation as a misdemeanor. The governing body of any locality may, however, by ordinance provide that such violations shall be a Class 3 misdemeanor in the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period. Classifying such subsequent violations as criminal offenses shall preclude the imposition of civil penalties for the same violation.

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Tom Leininger, Senior Planner

SUBJECT: SUP-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square

ATTACHMENTS:

	Description	Type
☐	Staff Report	Staff Report
☐	Resolution	Resolution
☐	Location Map	Backup Material
☐	Applicant Narrative	Backup Material
☐	Overhead Dimensions and Equipment Layout	Backup Material
☐	Precautionary Measures	Backup Material
☐	Building Code Analysis for SUP-21-0004	Backup Material
☐	Unapproved Minutes of the June 2, 2021 PC Meeting	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Holt, Paul	Approved	6/21/2021 - 3:21 PM
Development Management	Holt, Paul	Approved	6/21/2021 - 3:21 PM
Publication Management	Daniel, Martha	Approved	6/21/2021 - 3:38 PM
Legal Review	Kinsman, Adam	Approved	6/22/2021 - 1:22 PM
Board Secretary	Fellows, Teresa	Approved	6/29/2021 - 3:56 PM
Board Secretary	Rinehimer, Bradley	Approved	6/30/2021 - 7:26 AM
Board Secretary	Fellows, Teresa	Approved	7/1/2021 - 1:55 PM

**SPECIAL USE PERMIT-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square
Staff Report for the July 13, 2021, Board of Supervisors Public Hearing**

SUMMARY FACTS

Applicant: Mr. Patrick Russell

Land Owners: Suttle Holding Corporation

Proposal: A woodworking business within the Colony Square Shopping Center

Location: 1303 Jamestown Road, Unit 117

Tax Map/Parcel No.: 4810100006

Property Acreage: ± 9.2 acres
Unit size: +/- 1,600 square feet

Zoning: B-1, General Business

Comprehensive Plan: Community Commercial

Primary Service Area:
(PSA) Inside

Staff Contact: Tom Leininger, Senior Planner

PUBLIC HEARING DATES

Planning Commission: June 2, 2021, 6:00 p.m.

Board of Supervisors: July 13, 2021, 5:00 p.m.

FACTORS FAVORABLE

1. Staff finds the proposal consistent with the 2015 Comprehensive Plan, *Toward 2035: Leading the Way*.
2. Staff finds the proposal will not negatively impact surrounding development.
3. Impacts: See Impact Analysis on Pages 4-5.

FACTORS UNFAVORABLE

1. Impacts: See Impact Analysis on Pages 4-5.

SUMMARY STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve this application subject to the attached conditions.

PLANNING COMMISSION RECOMMENDATION

At its June 2, 2021, regular meeting, the Planning Commission voted 7-0 to recommend approval of the Special Use Permit (SUP) request to the Board of Supervisors subject to the proposed conditions.

PROPOSED CHANGES MADE SINCE THE PLANNING COMMISSION MEETING

Staff revised SUP Condition Nos. 2 and 5 to provide clarity to the conditions. The revised conditions provide a mitigation mechanism to ensure there is no evidence of exterior impacts associated with noise, dust, or odor. Should the Community Development Department receive a complaint, further mitigation may be required to ensure the business is in compliance.

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

PROJECT DESCRIPTION

Mr. Patrick Russell has applied for an SUP for a woodworking business, Williamsburg Wood Works, to relocate to the Colony Square Shopping Center. Williamsburg Wood Works is currently located at 5812 Mooretown Road. The proposed use is defined as the processing, assembly, and manufacture of light industrial products or components, with all storage, processing, assembly, and manufacture conducted indoors or under cover, with no dust, noise, odor, or other objectionable effect. This use requires an SUP within the B-1 Zoning District.

Williamsburg Wood Works is a custom furniture studio with Mr. Russell as the only employee. The proposed use would be contained inside Unit 117 with no outside storage or operations. The current business operation includes the use of a table saw, planer/joiner, miter saw, band saw, and various handheld tools such as a drill, sanders, and routers. The new dust collector will be installed within the unit to collect all dust particles. There is no proposed ventilation to the outside and all dust would be contained within the unit.

Initially, the operation would consist of a manufacturing facility only. A retail storefront for the sale of finished wood products may be opened in the future.

In the Virginia Uniform Statewide Building Code, woodworking is identified under the Occupancy Group F-1, Moderate Hazard. To ensure the use can meet all Virginia Uniform Building Codes and National Fire Protection Association Codes, the applicant submitted a code analysis ahead of the Planning Commission meeting.

Currently the unit shares walls between Units 115 and 119. According to the Building Code Analysis (Attachment No. 6), the wall between Units 115 and 117 is not currently a two-hour fire rated wall, which is

required. The analysis states that the wall between Units 117 and 119 is a two-hour fire rated wall, as required, and is 8 inches thick. The proposed SUP condition (Attachment No. 1) will require both shared walls to meet the required improvements stated in the Building Code Analysis and require at least a two-hour fire rating.

Additionally, the applicant has stated that a dust collector will be installed in the space to mitigate the impacts of wood dust in the shop. Further, the dust collector will be installed in a utility closet to assist in mitigating sound impacts. The installation of the dust collector will need to follow the manufacturer's requirements regarding whether it can be stored in a utility closet. Each tool will either have its own dedicated dust extraction hose or one will be attached during the use of the tool.

Lastly, the applicant has provided documentation (Attachment No. 5) stating that the installation of the fire rated wall with insulation and housing the dust collector within a cabinet should mitigate any noise impacts. Per the applicant, the amount of sound heard from Unit 115 would be approximately 36 decibels while running the loudest piece of equipment (a miter saw) and the dust collector simultaneously. Given the improvements mentioned previously, 36 decibels equates to a whisper or a quiet library.

According to the applicant, all wood finishes used will either be natural finishes such as mineral oil, furniture wax, or low volatile organic compounds (VOC) that produce low amounts of odor and in compliance with the OSHA Handbook on Indoor Air Quality in Commercial and Institutional Buildings. All projects will be finished indoors with doors to the outdoors closed. Per the application, if a client requests a high VOC, the client will either be denied or the applicant will finish the project off-site.

**SPECIAL USE PERMIT-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square
Staff Report for the July 13, 2021, Board of Supervisors Public Hearing**

Based on the review by the Building Official, the applicant is able to meet all codes associated with an F-1 Occupancy Group, with the proposed improvements assured through the recommended SUP Conditions (Attachment No. 1).

PLANNING AND ZONING HISTORY

- Previously, Unit 117 was used for Artfully Yours, a painting studio.

SURROUNDING ZONING AND DEVELOPMENT

- Colony Square is a multi-tenet development that includes, retail, office, and restaurant uses.
- Unit 115 consists of offices and Unit 119 is retail.
- Surrounding development to the east, west, and south are zoned B-1, General Business.
- Surrounding development to the north is zoned R-2, General Residential.
- Surrounding development to the east, west, and south are designated Community Commercial on the 2035 Comprehensive Plan Land Use Map.
- Surrounding development to the north is designated Low Density Residential on the 2035 Comprehensive Plan Land Use Map.

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

**SPECIAL USE PERMIT-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square
Staff Report for the July 13, 2021, Board of Supervisors Public Hearing**

Impacts/Potentially Unfavorable Conditions	Status <i>(No Mitigation Required/Mitigated/Not Fully Mitigated)</i>	Considerations/Proposed Mitigation of Potentially Unfavorable Conditions
<u>Public Transportation: Vehicular</u>	<u>No Mitigation Required</u>	- The new woodworking business would not exceed 100 peak hour trips.
<u>Public Transportation: Bicycle/Pedestrian</u>	<u>No Mitigation Required</u>	- Per the Adopted Regional Bikeways Map and Pedestrian Accommodation's Master Plan, a bike lane is required along Richmond Road. - There are no changes to the existing footprint of the building and bicycle and pedestrian accommodations are not required per Section 24-35(c)(2) of the Zoning Ordinance.
<u>Public Safety</u>	<u>No Mitigation Required</u>	- Fire Station 3 on John Tyler Highway serves this area of the County and is approximately 1.3 miles from the proposed facility. - Staff finds this project does not generate impacts that require mitigation to the County's Fire Department facilities or services.
<u>Public Schools</u>	<u>No Mitigation Required</u>	- N/A since no residential dwelling units are proposed.
<u>Public Parks and Recreation</u>	<u>No Mitigation Required</u>	- N/A since no residential dwelling units are proposed.
<u>Public Libraries and Cultural Centers</u>	<u>No Mitigation Required</u>	- Staff finds this project does not generate impacts that require mitigation.
<u>Groundwater and Drinking Water Resources</u>	<u>No Mitigation Required</u>	- The property receives public water and sewer. - James City Service Authority has reviewed the proposal and recommended approval.
<u>Watersheds, Streams, and Reservoirs</u> Project is located in the Mill Creek Watershed.	<u>No Mitigation Required</u>	- The Stormwater and Resource Protection Division has reviewed this application and had no objections. No new impervious surface is proposed as part of this SUP request. Should exterior site improvements be made in the future, those improvements would be subject to additional environmental review at that time.

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

SPECIAL USE PERMIT-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square
Staff Report for the July 13, 2021, Board of Supervisors Public Hearing

Impacts/Potentially Unfavorable Conditions	Status <i>(No Mitigation Required/Mitigated/Not Fully Mitigated)</i>	Considerations/Proposed Mitigation of Potentially Unfavorable Conditions
<u>Cultural/Historic</u>	<u>No Mitigation Required</u>	<ul style="list-style-type: none"> - The subject property has been previously disturbed and has no known cultural resources on-site.
<u>Nearby and Surrounding Properties</u>	<u>Mitigated</u>	<ul style="list-style-type: none"> - The attached proposed conditions are expected to mitigate impacts to adjacent tenets of Colony Square. No impacts to surrounding properties are anticipated. - Proposed Condition No. 2 requires the existing walls to be improved to mitigate sound impacts to adjacent tenets and meet required Building and Fire Prevention Code requirements. - Proposed Condition No. 3 requires the dust collector and associated duct work to be installed prior to the Certificate of Occupancy. - The proposed use shall not be allowed to have outdoor storage and that all use of this SUP be limited to indoors (Proposed Condition No. 3). - Proposed Condition No. 5 limits the use of finishes to those that are low or no VOC to mitigate odors.
<u>Community Character</u>	<u>No Mitigation Required</u>	<ul style="list-style-type: none"> - The project is located along the Jamestown Road Community Character Corridor (CCC). Buffering along a CCC is required to be an average width of 50 feet. - Should exterior site improvements be made in the future, those improvements would be subject to additional CCC review at that time.
<u>Covenants and Restrictions</u>	<u>No Mitigation Required</u>	<ul style="list-style-type: none"> - The applicant has verified that he is not aware of any covenants or restrictions on the property that prohibit the proposed use.

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

COMPREHENSIVE PLAN

The site is designated Community Commercial on the 2035 Comprehensive Plan Land Use Map.

Community Commercial describes areas within the PSA and usually have a moderate impact on nearby development. Location criteria for Community Commercial uses are access to arterial streets, preferably at intersections with collector and arterial streets; moderate to large sized sites; public water and sewer service; environmental features such as soils and topography suitable for compact development; and adequate buffering by physical features or adjacent uses to protect nearby residential development.

Recommended uses include community-scale commercial, professional, and office uses such as branch banks, places of public assembly, convenience stores, day care centers, general retail stores, grocery stores, indoor recreation facilities, medical offices, office parks, public facilities, service establishments, shopping centers, restaurants, and theaters.

Commercial uses, and particularly Neighborhood Commercial areas, will have a limited impact on adjacent residential areas especially in terms of visible parking areas, lighting, signage, traffic, odor, noise, and hours of operation.

Each Community Commercial area should be clearly separated from other Community Commercial areas to retain the small town and rural character of the County, provide a sense of place, and promote transportation mobility.

Jamestown Road is identified as a CCC. The proposed use is located within an existing strip development and there are no proposed impacts to the existing CCC.

Staff finds the proposal meets the following Comprehensive Plan goals:

Land Use

LU 4.5 - Promote infill, redevelopment, revitalization, and rehabilitation within the PSA.

LU 4.7 - Encourage commercial and industrial uses to develop in compact nodes in well-defined locations within the PSA.

Economic Development

ED 5 - Encourage infill development, the redevelopment of existing parcels, and the adaptive reuse of existing buildings to efficiently use infrastructure and natural resources.

PROPOSED SUP CONDITIONS

The full text of the proposed conditions are provided in Attachment No. 1.

STAFF RECOMMENDATION

With the attached conditions, staff finds that the proposal is compatible with surrounding zoning and development and consistent with the 2035 Comprehensive Plan.

Staff recommends that the Board of Supervisors approve the proposed SUP subject to the proposed conditions.

**SPECIAL USE PERMIT-21-0004. 1303 Jamestown Road, Unit 117, Williamsburg Wood Works at Colony Square
Staff Report for the July 13, 2021, Board of Supervisors Public Hearing**

TL/md

SUP21-4WBWoodWks

Attachments:

1. Resolution
2. Location Map
3. Applicant Narrative
4. Overhead Dimensions and Equipment Layout
5. Precautionary Measures
6. Building Code Use Analysis
7. Unapproved Minutes of the June 2, 2021, Planning Commission Meeting

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

RESOLUTION

CASE NO. SUP-21-0004. 1303 JAMESTOWN ROAD, UNIT 117

WILLIAMSBURG WOOD WORKS AT COLONY SQUARE

WHEREAS, the Board of Supervisors of James City County, Virginia, has adopted by Ordinance specific land uses that shall be subjected to a Special Use Permit (SUP) process; and

WHEREAS, Mr. Patrick Russell of Williamsburg Wood Works has applied for an SUP to allow for the processing, assembly, and manufacture of wood products within Unit 117 on property located at 1303 Jamestown Road, further identified as James City County Real Estate Tax Map Parcel No. 4810100006 (the "Property"); and

WHEREAS, the Planning Commission, following its public hearing on June 2, 2021, recommended approval of Case No. SUP-21-0004 by a vote of 7-0; and

WHEREAS, a public hearing was advertised, adjoining property owners notified, and a hearing conducted on Case No. SUP-21-0004; and

WHEREAS, the Board of Supervisors of James City County, Virginia, finds this use to be consistent with good zoning practices and the 2035 Comprehensive Plan Land Use Map designation for the Property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, after consideration of the factors in Section 24-9 of the James City County Code, does hereby approve the issuance of Case No. SUP-21-0004 as described herein with the following conditions:

1. Master Plan. This Special Use Permit (SUP) shall be valid for the processing, assembly, and manufacture of wood products (the "Facility") within Unit 117 on property located at 1303 Jamestown Road and further identified as James City County Real Estate Tax Map No. 4810100006 (the "Unit").
2. Noise and Fire Protection. Prior to issuance of a building permit for the Facility, a Building Code Analysis for this use shall be submitted and approved by the Building Official or designee. Prior to the issuance of a Certificate of Occupancy for the Facility, the two shared interior walls shall be improved to include a new insulated wall as required by the approved preliminary Building Code Analysis. If a complaint related to noise is submitted to the Community Development Department, additional mitigation may be required such as sound dampening to ensure there is no evidence of exterior impact. Mitigation could include, but is not limited to improving the wall thickness between the storefront and the workspace and/or storage room and workplace.

3. Dust Collection. Prior to the issuance of a Certificate of Occupancy, a dust collector (Laguna C Flux 3 Dust Collector or like model) approved by the Planning Director or designee (the "Collector"), shall be installed within a closet if allowed by the manufacturer's installation requirements. The location of the Collector shall be as shown on the document entitled Overhead Dimensions and Equipment Layout unless the Planning Director or designee approves an alternative location with equivalent sound mitigation. All tools that create dust in the processing or manipulation of wood - stationary, mobile, hand-held, or otherwise - shall be hooked directly to a dust collecting mechanism, whether that be duct work that feeds into the Collector, an independent dust collector, or a mobile dust collector. Examples of such tools include, but are not limited to, table saws, planer/jointers, band saws, miter saws, routers, and sanders.
4. Outdoor Storage and Use. There shall be no outdoor storage of goods or materials. This includes, but is not limited to, items for sale, raw materials, and refuse. All activities and operations shall take place inside the Unit.
5. Limitations. No high volatile organic compound (VOC) finishes shall be used. All wood finished shall be limited to low or no VOC finishes. There shall be no evidence of exterior impacts, such as noise, dust, or odor, outside of the Unit. If a complaint related to dust or odor is submitted to the Community Development Department, additional mitigation may be required to ensure there is no evidence of exterior impact.
6. Commencement of Construction. A Certificate of Occupancy shall be obtained for the Facility within thirty-six (36) months from the issuance of the SUP or this SUP shall automatically be void.
7. Severance Clause. This SUP is not severable. Invalidation of any word, phrase, clause, sentence, or paragraph shall invalidate the remainder.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

SADLER
ICENHOUR
LARSON
MCGLENNON
HIPPLE

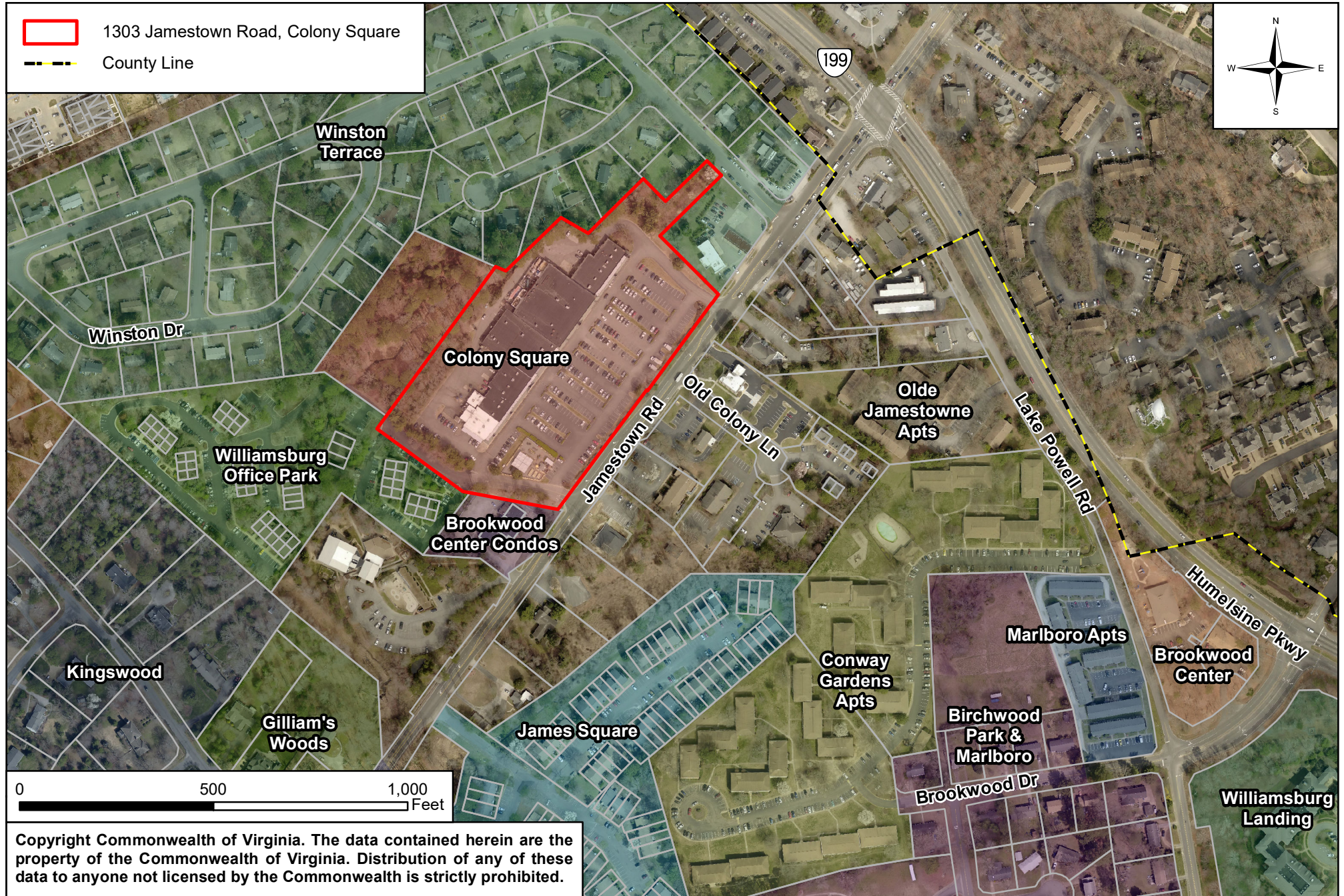
VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
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Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July, 2021.

SUP21-4WBWoodWks-res

JCC SUP-21-0004, 1303 Jamestown Rd, Williamsburg Wood Works at Colony Square





Morrison's
Flowers

Proposed
Williamsburg
Wood Works

Joni's
Consignment

Creative
Nails

Cleaners

Restore

Carrot
Tree

Bodacious
Lady
Boutique

Nationwide

Colonial
Sport

Art and
Frame

Veterinarian

McDonald
Garden
Market

JAMESTOWN ROAD

Introduction

Williamsburg Wood Works is a custom furniture studio, servicing Williamsburg and its surrounding areas. Having operated in a warehouse space in York County for two years, I am seeking to expand the business in a number of ways:

Space – The intended space at Colony Square will offer an additional 600 square feet to my previous working area. While the added floor space will be terrific for spreading out my current operations, I also look forward to having enough room for an employee to join me both in the shop and in the retail space in the front of the unit.

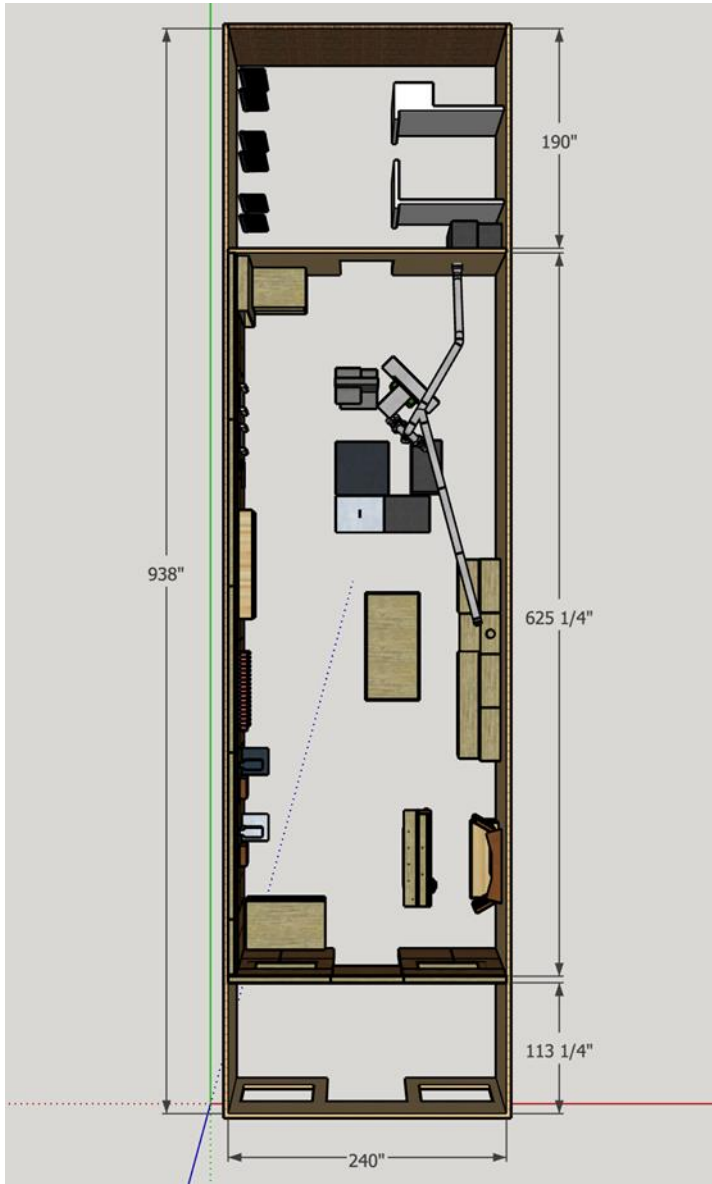
Retail – Previously, I have been limited in my retail options, as the space I occupied had extremely low visibility and was in a very low traffic area. The increased foot traffic and visibility at Colony Square will give me comfort in expanding on the types of products and services that I offer to my customers. In the past, I have hesitated to invest in materials for the production of small items like cutting boards, clocks, and coasters, in fear that my investment would not be met with a reliable stream of customers. The addition of visibility as a source of exposure will offer a bit more security when it comes to making such investments.

Services – As mentioned previously, having an employee in the larger intended space will contribute to expansion in many ways. In addition to being able to increase work load and cut down on production times, I look forward to expanding on the types of products that I am able to offer. Currently, I am limited to what I can work on, move, and install by myself; this includes tables, chairs, small special-use cabinets, housewares, etc. With the help of an employee, I will be able to expand my list of services to larger jobs such as kitchen cabinetry, bathroom vanities, and built-in on-site work.

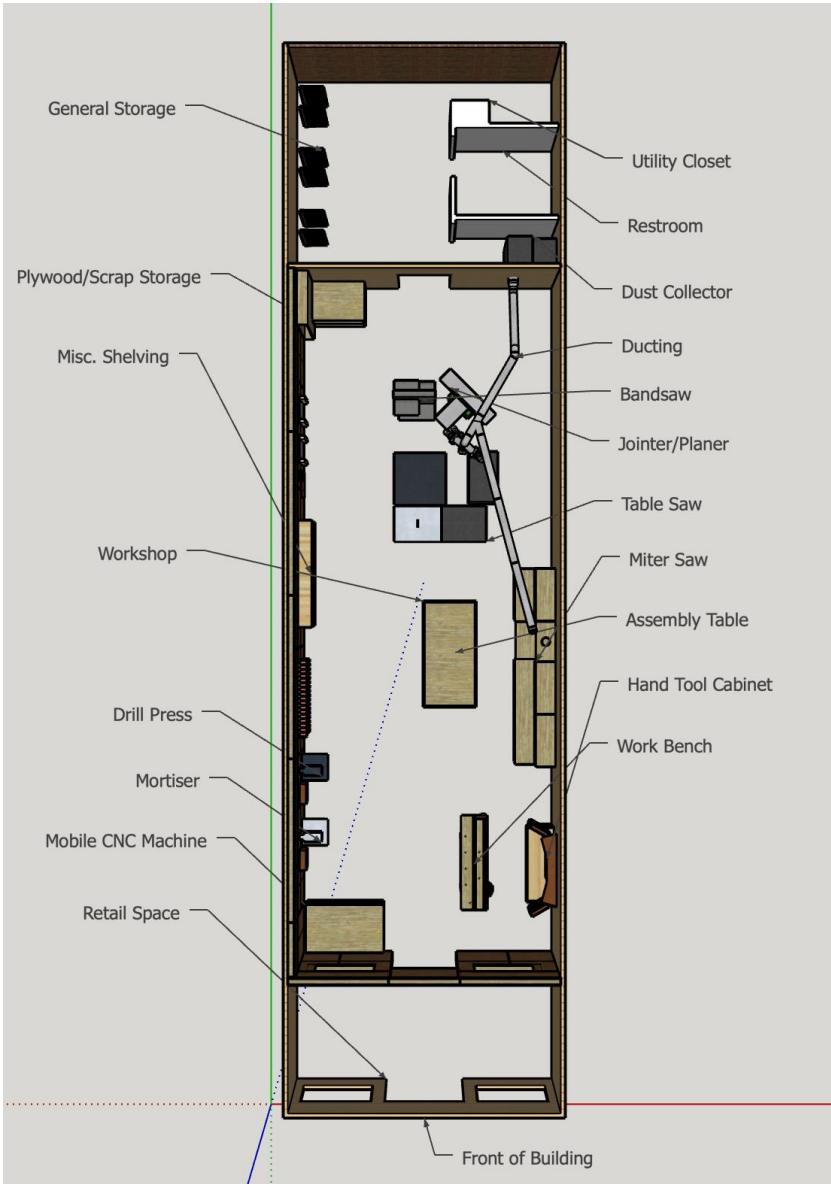
My intention at Colony Square is to continue to offer custom furniture solutions to the residents of Williamsburg and to further expand those offerings into a larger variety of products. The vast majority, if not all of the custom jobs that I work on are made with domestic hardwoods and finished with natural and/or low-VOC finishes.

The fine dust particles in my shop are contained indoors, utilizing a dust collection system and indoor air filters. Any and all odors produced by the natural and low-VOC finishes in the shop are effectively contained to a small area before they evaporate or are filtered through indoor air filters; there will be no direct-to-outside ventilation installed in the new shop. I have also spent a considerable amount of time and money on ensuring that the noise levels created inside of the space will be contained to a more than reasonable level, as to not disturb the adjacent units. These points are elaborated on further in a separate document titled, “Precautionary Measures”.

Photos - Overhead - Dimensions



Photos - Overhead - Equipment



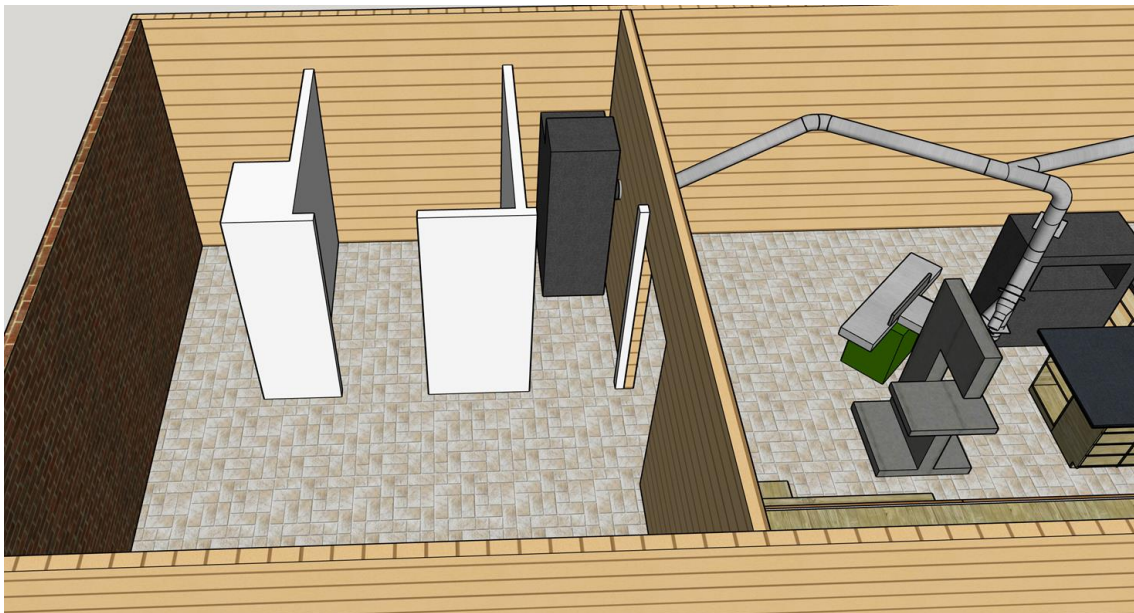
Layout view - Back to Front



Layout view - Front to Back



Layout view – Storage Area



Dust, Noise, and Odor Measures

Dust –

All tools that create fine dust particles (table saw, planer/jointer, bandsaw, and miter saw) will have dedicated dust extraction hoses attached directly to each machine. Hoses will be fed into 6" Nordfab (1) ducting which will lead back to a Laguna C Flux 3 Dust Collector (2) that is rated to filter 99.97% of particles between the sizes of 0.2 to 2 micron.

Handheld and otherwise mobile tools (routers, CNC machine, Festool Domino, and sanders) will have a dedicated HEPA Rated Festool Dust Extractor (3) connected during use.

A mobile air filter will be added to the shop (Grizzly G0573) (4) which can be relocated near fine dust producing activities as an extra precaution.

Noise –

A new insulated wall will be erected and added to the existing wall which borders neighboring unit (#115 – left of #117 when facing storefront). The new wall will be 6 ¾" thick and will be constructed as follows: skeleton filled with cellulose insulation (5 ½" 2x6 studs – STC 47), layer of drywall (1/2" thickness - STC +4), and a final layer of plywood (3/4" thickness STC +6) for a total STC of 57. When added to the existing wall in unit #117 (STC ~ 31) and existing neighboring wall in unit #115 (STC ~ 31) there will be a grand total STC of approximately 119 from unit #117 to unit #115. (5)

In addition to the aforementioned soundproofing measures, the Laguna C Flux 3 Dust Collector will be housed in an existing utility closet in the rear "General Storage" section of the unit. This utility closet is framed with uninsulated 2x4 studs and drywall on either side, offering an additional STC of 33.

As no more than one person will be working in the shop at a time, there will never be more than one tool running at a time, in combination with the dust collector. To illustrate the loudest possible scenario, we will consider turning on the dust collector (e)(88dB) in addition to the miter saw (f)(100dB). The dust collector's dB is reduced in its closet from 88 dB to 55 dB on the shop floor for a maximum combined 155 dB between the two machines. The dB level is then reduced from 155 dB on the shop floor to 36 dB in unit #115.

Odor –

All finishes used will either be “natural” finishes (mineral oil, furniture wax) or low-VOC finishes that are in compliance with the OSHA Handbook on Indoor Air Quality in Commercial and Institutional Buildings (7).

In the event that a client requests a particular high-VOC finish, their request will either be denied or the finishing work on that particular job will be subcontracted off-site.

As an added measure of courtesy and safety, all finishing applications will take place indoors in unit #117 and all doors to the outside will remain closed during the process.

List of Equipment

(a) **Sawstop Professional Cabinet Saw** (Model # PCS31230-TGP252)

dB Rating at Source: 90

(b) **Grizzly Jointer/Planer Combo Machine** (Model # G0634Z)

dB Rating at Source: 85

(c) **Grizzly Bandsaw** (Model # G0513ANV)

dB Rating at Source: 85

(d) **Inventables CNC Machine** (Model # NA)

dB Rating at Source: 80

(e) **Laguna C Flux 3 Dust Collector** (Model # MDCCF32201)

dB Rating at Source: 88

(f) **Bosch Dual Bevel Compound Miter Saw** (Model # GCM12SD)

dB Rating at Source: 100

(g) **Ryobi Drill Press** (Model # DP103L)

dB Rating at Source: < 60

(h) **Rikon Hollow Chisel Mortiser** (Model # 34-260)

dB Rating at Source: < 60

(i) **Festool CT Midi I HEPA Dust Extractor** (Model # 574837)

dB Rating at Source: 62

References:

- (1) <https://www.nordfab.com/en-us/literature/product-data-sheets>
- (2) <https://lagunatools.com/classic/dust-collectors/c-flux-3/>
- (3) <https://www.festoolusa.com/products/dust-extraction/mobile-dust-extractors/574837---ct-midi-i-hepa-usa>
- (4) <https://www.grizzly.com/products/grizzly-large-floor-air-filter/g0573>
- (5) https://www.ecopacificinsulators.com/uploads/4/7/1/6/4716609/sound_transmission_stc_rating.pdf
- (6) <https://canadasafetycouncil.org/office-noise-and-acoustics/>
- (7) <https://www.osha.gov/sites/default/files/publications/3430indoor-air-quality-sm.pdf>

15 May, 2021

To: Tom Coghill, CBO, CFM
Director, Building Safety and Permits
James City County

From: Ed Pease, Principal, Stemann / Pease Architecture

Re: Code Analysis for Williamsburg Woodworks at Colony Square, 1303-117
Jamestown Rd., Suite 117
Plan Case #SUP-21-0004

Hello Tom,

I'm not sure if this should be addressed directly to you, but I'm hoping you can pass it along to the necessary recipients as needed.

In writing this code analysis on behalf of Patrick Russell of Williamsburg Woodworks [WW]. I've used your correspondence with him as a reference for what's needed from me as a registered design professional, in addition to the USBC, the VEBC and VCC (2015 editions.)

The new location for Williamsburg Woodworks in Colony Square will require a change of occupancy classification from M-1 to F-1, as a business like this is generally classified as a moderate hazard factory use.

As part of this analysis, I'm providing a narrative describing Williamsburg Woodworks, how they work, the materials they use, how they're stored, etc. Patrick has written this narrative and I'm including it here. There's also an appendix at the end that specifically lists materials, equipment and precautionary measures.

Williamsburg Wood Works –

A custom furniture studio that produces stand-alone furniture (tables, chairs, storage solutions, bedroom furniture, chests, drawers, buffets, etc.). Expanding services and products will include housewares, decorative art, clocks, and mirrors; new space at colony square will be used for consultation, display, and retail (front portion of unit, separated from shop by diving wall).

My Process –

While every job differs from client to client, I generally start my process by working with each client on a custom design for their project; in person, over the phone, and/or via email, we work together until a design is agreed upon. This takes place at my home and during work hours at my shop. From there, my clients provide a material deposit, with which I pay for materials and have them delivered or pick up

myself and bring to my shop. It should be noted that I rarely have excess material on hand that has not been purchased for a specific product – between not having a huge budget for excess material and having limited space to store such material, I find it easier for my particular business model to purchase materials as I need them, rather than keeping a stock of material on hand.

Once material is in house, I will generally try to schedule jobs so that I am “breaking down” material for two to three jobs at once. Breaking down material consists of surfacing the rough lumber for each job and cutting pieces to rough length and width. All rough lumber will get passed over the jointer, through the planer, and then ripped or crosscut at the table saw and/or miter saw, depending on the type of cut. I am usually able to “break down” two to three jobs worth of material in a single day, leaving the newly surfaced lumber ready for joinery or assembly.

Once all or at least most pieces for a job(s) are surfaced and cut down to rough dimensions, the remainder of the build is generally done by hand. I implement a fair bit of hand-cut joinery into my work so from this point forward, any power tool work is done “a la carte”, based on the task at hand – in other words, there is rarely any more production style work done from here forward. This process will leave most, if not all pieces at final dimensions and ready for assembly.

Assembly consists of any pre-finish sanding that needs to be done – I try to do as much of this sanding using a powered sander which is connected to a dedicated dust extractor, separate of the dust collection system. It should be noted that for “at-the-source” dust collection operations such as sanding and routing, a dedicated dust extractor (HEPA rated in my case) is a far more efficient means of dust collection – I’m personally blown away by how little dust is left over after what would otherwise be a very dusty experience, if not for the dust extractor. Money well spent...

The last step in my process is assembly and finish. Sometimes a job calls for finishing before assembly; in this case, all stain and/or finish is applied first. Regardless of the order, the majority of my work just receives a clear, low VOC, protective oil/wax- based finish, applied by hand. Assembly usually calls for Titebond wood glue, far too many clamps, and a fair amount of cursing and wishing I had an extra set of hands in the shop.

Materials –

I work primarily with domestic, untreated, rough hardwood lumber (maple, polar, cherry, red oak, white oak, walnut, sapele). Occasionally, clients will request pre-fabricated legs for tables, hardware, etc. These items are obviously pre-fabricated off-site and only installed on-site; no metalwork is done in my shop (I’d have to learn to weld for this to be possible...).

Finishes have varied in the past but over the last year, I have grown very fond of Osmo brand finishes; while they are a Canadian company, Osmo offers a line of US approved finishes that comply with low VOC OSHA standards and are far and away some of the most environmentally friendly finishes that I have come across.

As mentioned previously, all materials including finish are purchased as jobs call for them – I certainly keep what I do not use for future projects but I almost never purchase lumber or finishes without a material deposit for a specific job.

Lumber is stored vertically in a “lumber corral” and unused or unopened finishes are stored in a fire-proof metal cabinet (will be located in back room of new unit, outside of main shop area – divided by wall and door).

Housekeeping –

Perhaps the only upside of running a one-man shop is that I am aware of every single operation carried out in the shop, leaving me aware of any mess that is made. I like to clean as I work and always finish the day with a quick survey of the shop; cutting power to machines, de-tensioning blades/belt-driven machines, returning odds and ends to their home, and a quick floor sweep to gather anything that was not cleaned during the day.

My dust collection system has a remote control that can be powered on and off from anywhere within the shop. 8” Nordfab ducting runs from the intake of the dust collector itself and out into the shop; the main run has a number of “drops” that eventually reduce to 4” intake hoses that are connected directly to the table saw, jointer, planer, bandsaw, and miter saw (one dedicated intake hose for each machine).

A series of blast gates can be opened or closed throughout the ducting system in order to focus as much suction into the desired 4” intake hose. When I need to use the table saw, for example, I first close all blast gates leading to other machines, leaving the table saw’s intake open; I then use the dust collector remote to power the unit ON, and then turn the table saw on. Once I am finished, the table saw is turned off, followed by powering the dust collector off. It should be noted that I never leave the dust collector running while a connected machine is not in use – this is obviously noisy and annoying but is also not good for the dust collector.

All dust that is gathered by the dust collector is contained in a receptacle which is an integral part of the dust collector. When the receptacle is full, it can be disconnected from the unit and wheeled away for disposal – as I generally fill no more than one 50 gallon bag of dust per week, I have made a habit at my previous shop of taking my dust home with me and either using it for gardening purposes or disposing of what I do not need off-site.

In the following bullet points, I’ll address the items outlined in your previous correspondence about this project.

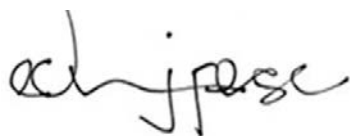
- The 2015 VEBC that says that “construction documents shall be submitted with the application for a permit”, followed by some additional verbiage, and that “alterations shall further be identified as Level 1, Level 2 and/or Level 3 [VEBC Section 103.10].” In this instance, I’m not providing construction documents, as the only substantial change to the space is the construction of a 2-hour rated wall adjacent to an existing separation wall. If it is decided that construction documents are needed, I’ll gladly provide those.

- As for the Level 1,2 or 3 identification, it's my judgement that this is a Level 1 alteration. If you determine this not to be the case, I'll address whatever information needs to be provided.
- Regarding Accessibility as prescribed in Chapter 4 of the VCC, the space in consideration is already accessible and nothing is being proposed that would alter that.
- It's clear that WW's operation needs to comply with the applicable provisions of NFPA 61, NFPA 120, NFPA 484,, NFPA 655, NFPA 664 and the International Fire Code [VCC Section 426.1.] Given the small size of this space (1,600 s.f. +/-) and the fact that it is a non-industrial wood shop with dust collection and disposal as described herein, WW appears to meet these requirements.
- Automatic fire sprinkler system: there is none existing in this particular space and it doesn't appear to be required given the characteristics of the operation. WW will install fire alarms, smoke alarms and whatever else is required by the County.
- 2-hour rated walls between adjacent spaces: There is an existing 8" CMU wall on one side of the WW space, which appears to meet **UL Design No. U906** for a 2-hour rating, whether load bearing or not. WW is going to build a new 2- hour rated metal stud wall on the opposite side, which will be adjacent to an existing wall clad in drywall which we assume is not 2-hour rated. This new wall shall conform to **UL Design No. U412** for a 2-hour rated non-load bearing wall.

I hope this addresses the issues associated with this change of occupancy. If I've failed to address any necessary issues, please let me know and I'll do what's needed to complete the process.

Thanks for your assistance in answering my earlier questions about this, and contact me with any questions or concerns.

Sincerely yours,



Ed Pease, AIA
Stemann / Pease Architecture



APPENDIX

List of Equipment

(a) Sawstop Professional Cabinet Saw (Model # PCS31230-TGP252)

dB Rating at Source: 90

(b) Grizzly Jointer/Planer Combo Machine (Model # G0634Z)

dB Rating at Source: 85

(c) Grizzly Bandsaw (Model # G0513ANV)

dB Rating at Source: 85

(d) Inventables CNC Machine (Model # NA)

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(e) Laguna C Flux 3 Dust Collector (Model # MDCCF32201)

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(g) Ryobi Drill Press (Model # DP103L)

dB Rating at Source: < 60

(h) Rikon Hollow Chisel Mortiser (Model # 34-260)

dB Rating at Source: < 60

(i) Festool CT Midi I HEPA Dust Extractor (Model # 574837)

dB Rating at Source: 62

List of Materials to be Used

Solids –

- Rough lumber (pine, poplar, birch, ash, maple, cherry, walnut, sapele, white oak, red oak)
- Sheet goods (plywood, MDF, acrylic, melamine)
- Hardware (screws, nuts, bolts, slides, hinges, etc.)

Liquids/Solvents –

- Osmo Polyx (<https://osmo.ca/product/polyx-oil-high-solid/>)
- Osmo Oil Stain (<https://osmo.ca/product/oil-stain/>)
- * Product FAQ's regarding VOC and flammability:
<https://osmo.ca/information/faq/>
- Mineral Oil
- Wood Glue
- Paint (water-based)
- Polyurethane (water-based)

Dust, Noise, and Odor Measures

Dust –

All tools that create fine dust particles (table saw, planer/jointer, bandsaw, and miter saw) will have dedicated dust extraction hoses attached directly to each machine. Hoses will be fed into 6" Nordfab (1) ducting which will lead back to a Laguna C Flux 3 Dust Collector (2) that is rated to filter 99.97% of particles between the sizes of 0.2 to 2 micron.

Handheld and otherwise mobile tools (routers, CNC machine, Festool Domino, and sanders) will have a dedicated HEPA Rated Festool Dust Extractor (3) connected during use.

A mobile air filter will be added to the shop (Grizzly G0573) (4) which can be relocated near fine dust producing activities as an extra precaution.

Noise –

A new insulated wall will be erected and added to the existing wall which borders neighboring unit (#115 – left of #117 when facing storefront). The new wall will be 6 ¾" thick and will be constructed as follows: skeleton filled with cellulose insulation (5 ½" 2x6 studs – STC 47), 2 layers of drywall both sides (1/2" thickness - STC +4), and a final layer of plywood (3/4" thickness STC +6) for a total STC of 57. When added to the existing wall in unit #117 (STC ~ 31) and

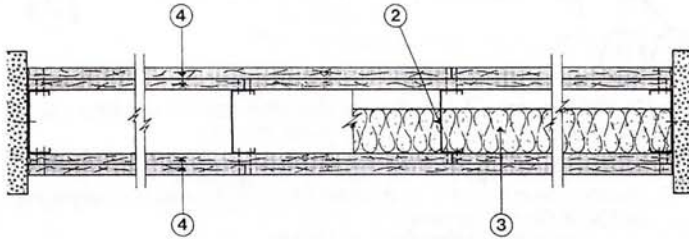
existing neighboring wall in unit #115 (STC ~ 31) there will be a grand total STC of approximately 119 from unit #117 to unit #115. (5)

In addition to the aforementioned measures, the Laguna C Flux 3 Dust Collector will be housed in an existing utility closet in the rear “General Storage” section of the unit. This utility closet is framed with uninsulated 2x4 studs and drywall on either side, offering an additional STC of 33.

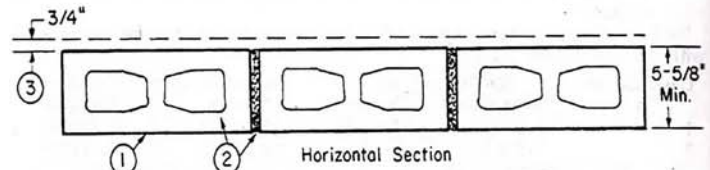
As no more than one person will be working in the shop at a time, there will never be more than one tool running at a time, in combination with the dust collector. To illustrate the loudest possible scenario, we will consider turning on the dust collector (e)(88dB) in addition to the miter saw (f)(100dB). The dust collector’s dB is reduced in its closet from 88 dB to 55 dB on the shop floor for a maximum combined 155 dB between the two machines. The dB level is then reduced from 155 dB on the shop floor to 36 dB in unit #115.

Design No. U412

Nonbearing Wall Rating—2 HR.



- 1. Floor and Ceiling Runner**—(Not Shown)—25 MSG (min) galv steel 1 in. high, return legs 1-5/8 in. wide (min), attached to floor and ceiling with fasteners 24 in. OC.
- 2. Steel Studs**—1-5/8 in. wide (min), 1-1/4 in. legs, 1/4 in. return, formed of 25 MSG (min) galv steel max stud spacing 24 in. OC. Studs to be cut 3/4 in. less than assembly height.
- 3. Batts and Blankets***—(Optional)—Mineral wool or glass fiber batts, partially or completely filling stud cavity. Fasten each batt to wallboard base layer with a min 9/16 in. long staple. Use five staples for each 4 ft long piece. Drive one staple in the center of each piece and a staple at each corner, approx 3 in. from edges.
See Batts and Blankets (BZJZ) category for names of manufacturers.
- 4. Wallboard, Gypsum***—1/2 in. thick. Wallboard applied vertically in two layers. (Laminated System) Inner layer attached to studs with 1 in. long Type S steel screws spaced 24 in. O.C. along vertical edges and 24 in. O.C. in the field. Outer layer laminated to inner layer with joint compound, applied with a notched spreader producing continuous beads of compound about 3/8 in. in diameter, spaced not greater than 2 in. O.C. Joints of laminated outer layer offset 12 in. from inner layer joints. Outer layer wallboard attached to inner layer with 1-1/2 in. long Type G steel screws spaced 24 in. O.C. along edges and center line of each sheet.
Optional, (Direct Attached System) Wallboard applied vertically in two layers. Inner layer attached to studs with 1 in. long Type S steel screws spaced 24 in. O.C. in the field and along the vertical edges. Outer layer attached to the studs over the inner layer with 1-5/8 in. long Type S steel screws spaced 12 in. O.C. in the field, along the vertical edges, and to the floor and ceiling runners. Joints of screw-attached outer layer offset from inner layer joints.
Optional, (Direct Attached System) Inner layer wallboard applied vertically, outer layer wallboard applied horizontally. Inner layer attached to studs with 1 in. Type S steel screws spaced 24 in. O.C. along vertical edges and in the field. Outer layer attached to the studs over the inner layer with 1-5/8 in. long Type S steel screws spaced 12 in. OC in the field, along the vertical edges, and to the floor and ceiling runners. Outer layer secured

Design No. U906Bering Wall Rating—2 HR.
Nonbearing Wall Rating—2 HR.

- 1. Concrete Blocks***—Nominal 6 by 8 by 16 in, hollow or solid. Classification D-2 (2 hr).
Anchor Concrete Products, Inc.
Empire Materials Co.
Florida Rock Industries, Inc.
 - 2. Mortar**—Blocks laid in full bed of mortar, nom. 3/8 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp sand to 1 part Portland cement (proportioned by volume) and not more than 50 percent hydrated lime (by cement volume). Vertical joints staggered.
 - 3. Portland Cement Stucco or Gypsum Plaster**—Add 1/2 hr to Classification if used. Attached to concrete blocks (Item 1).
 - 4. Foamed Plastic***—(Optional-Not Shown)—1-1/2 in. thick max, 4 ft wide sheathing attached to concrete blocks (Item 1).
Celotex Corp—Type Thermax
- *Bearing the UL Classification Marking

FIRE RESISTANCE RATINGS - ANSI/UL263 (BXUV)—Continued

to inner layer wallboard with 1-1/2 in. long Type G steel screws located midway between studs and 1 in. from the horizontal joint. Outer layer wallboard joints covered with joint tape and min two coats of joint compound, and screw heads covered with min two coats of joint compound. As an alternate, nom 3/32 in. thick gypsum veneer plaster may be applied to the entire surface of Classified veneer baseboard. Joints reinforced.

Boral Gypsum Inc.—Type BG-C.

Canadian Gypsum Company—Type C, IP-X2 or WRC.

Celotex Corp.—Type FRP or J. When Type J wallboard is used, both layers of gypsum wallboard must be screw-attached to the steel studs and floor and ceiling runners with steel screws spaced maximum 12 in. OC at the joint edges and in the field (laminating adhesive optional).

Continental Gypsum Company—Type CG-C.

Eagle-Gypsum Products—Type EG-C.

G-P Gypsum Corp.—Types 5, C, GPFS-C.

National Gypsum Co., Charlotte, NC—Type FSW-G.

Pabco Gypsum Co.—Type PG-C.

Republic Gypsum Co.—Type RG-C.

Standard Gypsum Corp.—Type SG-C.

Temple-Inland Forest Products Corp.—Type TP-5.

United States Gypsum Co.—Type C, IP-X2 or WRC.

Yeso Panamericano SA de CV—Type C, IP-X2 or WRC.

*Bearing the UL Classification Marking

**Unapproved Minutes of the June 2, 2021
Planning Commission Regular Meeting**

SUP-21-0004. 1303 Jamestown Road, Williamsburg Wood Works at Colony Square

Mr. Tom Leininger, Senior Planner, stated that Mr. Patrick Russell of Williamsburg Wood Works has applied for a Special Use Permit for a woodworking business at a property located at 1303 Jamestown Road, Unit 117. Mr. Leininger stated that the property is zoned B-1, General Business, designated Community Commercial on the 2035 Comprehensive Plan Land Use Map and is located inside the Primary Service Area.

Mr. Leininger stated that the proposed use is defined as the processing, assembly, and manufacture of light industrial products or components, with all storage, processing, assembly, and manufacture conducted indoors or under cover, with no dust, noise, odor, or other objectionable effect.

Mr. Leininger stated that Williamsburg Wood Works is a custom furniture studio with Mr. Russell as the only employee. Mr. Leininger noted that the business is currently located at 5812 Mooretown Road in York County.

Mr. Leininger stated that during the review, a Building Code Analysis was submitted and reviewed by Building Safety and Permits to ensure the proposed use will meet all Virginia Uniform Building Codes and National Fire Protection Association codes.

Mr. Leininger stated that conditions have been included to mitigate impacts to the adjacent properties as well as the adjacent tenets. Mr. Leininger further stated that these conditions include increase wall thickness to reduce noise and improve fire rating, ensure all dust is collected utilizing a dust collector and a mobile dust collector, no outdoor use of the property and the use of low or no volatile organic compound finishes.

Mr. Leininger stated that staff finds this proposal to be compatible with surrounding development and consistent with the 2035 Comprehensive Plan and Zoning Ordinance. Mr. Leininger further stated that staff recommends that the Planning Commission recommend approval of this application to the Board of Supervisors, subject to the proposed conditions.

Mr. Haldeman opened the floor for questions from the Commission.

Mr. Rich Krapf inquired if staff had given any consideration to what would be an acceptable noise level reaching the adjoining units.

Mr. Leininger stated that noise impacts were discussed. Mr. Leininger stated that the Zoning Ordinance does require that there be no negative impacts such as noise, dust, or odor on adjacent properties. Mr. Leininger stated that with the two loudest pieces of equipment running simultaneously, the noise produced reaching the adjacent units would only be 38 Decibels which is equivalent to a whisper.

Mr. Haldeman called for disclosures from the Commission.

There were no disclosures.

Mr. Haldeman opened the Public Hearing.

Mr. Patrick Russell addressed the Commission in support of the application. Mr. Russell expressed appreciation to staff for assisting him with the process.

As no one else wished to speak, Mr. Haldeman closed the Public Hearing.

Mr. Krapf stated that he appreciates that this is a single, independent craftsman moving into an existing location. Mr. Krapf stated that he always tries to support small businesses.

Mr. Krapf made a motion to recommend approval of the application with the proposed SUP conditions.

On a roll call vote the Commission voted to recommend approval of SUP-21-0004. 1303 Jamestown Road, Williamsburg Wood Works at Colony Square. (7-0)

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Adam R. Kinsman, County Attorney

SUBJECT: Non-exclusive Cable Television Franchise Agreement with Cox Communications

ATTACHMENTS:

	Description	Type
☐	memo	Cover Memo
☐	reso	Resolution
☐	CTC Report	Exhibit
☐	May 27 Letter to Cox Communications	Exhibit
☐	Cox Communications Response Letter	Exhibit
☐	Sample letter sent to broadband companies	Exhibit
☐	2011 Franchise	Exhibit
☐	2021 Draft Franchise	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	6/30/2021 - 5:15 PM
Publication Management	Daniel, Martha	Approved	7/1/2021 - 8:22 AM
Legal Review	Kinsman, Adam	Approved	7/1/2021 - 11:55 AM
Board Secretary	Fellows, Teresa	Approved	7/1/2021 - 1:55 PM
Board Secretary	Rinehimer, Bradley	Approved	7/1/2021 - 3:00 PM
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:06 AM

MEMORANDUM

DATE: July 13, 2021

TO: The Board of Supervisors

FROM: Scott A. Stevens, County Administrator
Patrick N. Page, Director, Information Resources Management
Adam R. Kinsman, County Attorney

SUBJECT: Cable Franchise Agreement Renewal, Cox Communications

The attached Cable Franchise Agreement by and between James City County and Cox Communications, LLC, d/b/a Cox Communications Hampton Roads (“Cox”) is submitted to the Board of Supervisors for consideration pursuant to Section 626 of the Cable Communications Policy Act (the “Cable Act”).

I. THIS FRANCHISE AGREEMENT DOES NOT:

- Grant a Monopoly. This franchise agreement does not exclude other cable service providers. It does not grant a monopoly to Cox. As required by the Cable Act, this is a non-exclusive franchise.
 - The County has previously invited, and continues to invite, other cable providers to establish new service in the County.
- Address Internet Service. This franchise agreement does not address internet or broadband services. A cable franchise agreement can only address the provision of cable television services in the County.
- Establish Rates. This franchise agreement does not regulate the rates for cable service. A cable franchise agreement may only address the terms of service and not rates for channels outside of basic tier service.

II. THIS FRANCHISE AGREEMENT:

- Allows Cox to continue offering cable television service in the County.
- Requires Cox to provide cable service to public facilities including the schools and the County’s recreation centers.
- Requires Cox to offer cable service to areas of the County with an average of at least 24 dwelling units per square mile.
- Requires Cox to continue providing three public access (PEG) channels (currently, channels 46, 47, and 48) in high definition.
- Requires Cox to maintain a local office and a toll free telephone number to conduct business in the County and to address subscriber questions and concerns.

III. MAY THE COUNTY REFUSE TO RENEW THE FRANCHISE?

- The County may only deny Cox's request for renewal under the Cable Act if it makes an adverse finding with respect to any of the following four factors:
 - The cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
 - The quality of the operator's service has been reasonable in light of community needs;
 - The operator has the requisite financial, legal, and technical ability; and
 - The operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
- It appears that Cox has substantially complied with all four factors. There have been no material violations of the existing franchise, the County has received zero complaints with the quality of the cable television service in the past several years; Cox has demonstrated to have the requisite abilities to maintain the cable franchise; and the proposal is reasonable to meet the County's cable television needs.
- Additionally, the County contracted with CTC Technology & Energy to conduct an audit of Cox's services in January of 2021. The purpose of this audit was to ensure that the physical components of Cox's service were in compliance with applicable standards and the technical aspects of the County's franchise. The CTC audit found that Cox is in compliance with the current franchise agreement's technical requirements.

IV. CHANGES FROM EXISTING FRANCHISE

- There are few substantive changes from the existing franchise. The County will continue to receive three (3) PEG channels in high definition, free cable service in public buildings (most importantly, in the County's recreation center, where cable television is enjoyed by exercise patrons), and cable extensions will be provided where there is an average of 24 houses per mile rather than the current density requirement of 25 houses per mile.
- The County will no longer receive unlimited free miniboxes for public buildings, but retains the ability to move existing miniboxes to other public buildings as needed if one or more County Departments relocate to a new or different building.
- Cox will retain its retail location in the County.

Staff continues to receive complaints regarding the lack of broadband competition in the County, the cost of Cox's service, cost of service extensions, and broadband reliability. While these issues may be valid, the County has no legal authority to address them in a cable television franchise Ordinance. Staff will continue to work with Cox to resolve these types of issues as they arise and will continue to let alternative broadband providers know that they are welcome to situate in the County.

We recommend that the Board adopt the attached Resolution authorizing the County Administrator to execute those documents necessary to enter into a 10-year cable television franchise with Cox.

RESOLUTION

CABLE TELEVISION FRANCHISE AGREEMENT

WHEREAS, on March 22, 2011, the James City County Board of Supervisors (the "Board") approved a 10-year cable television franchise agreement (the "2011 Franchise") with Cox Communications, Hampton Roads, LLC; and

WHEREAS, the 2011 Franchise was set to expire on June 30, 2021; and

WHEREAS, at its June 8, 2021 meeting, the Board extended the 2011 Franchise until July 31, 2021; and

WHEREAS, staff has negotiated a new, 10-year franchise agreement (the "2021 Franchise") with Cox Communications, LLC, d/b/a Cox Communications Hampton Roads ("Cox"); and

WHEREAS, the Board held a duly-advertised public hearing regarding the 2021 Franchise at its meeting on July 13, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is hereby authorized to execute those documents necessary to enter into a 10-year cable television franchise agreement with Cox Communications, LLC, d/b/a Cox Communications Hampton Roads.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

SADLER
ICENHOUR
LARSON
MCGLENNON
HIPPLE

VOTES

AYE NAY ABSTAIN ABSENT

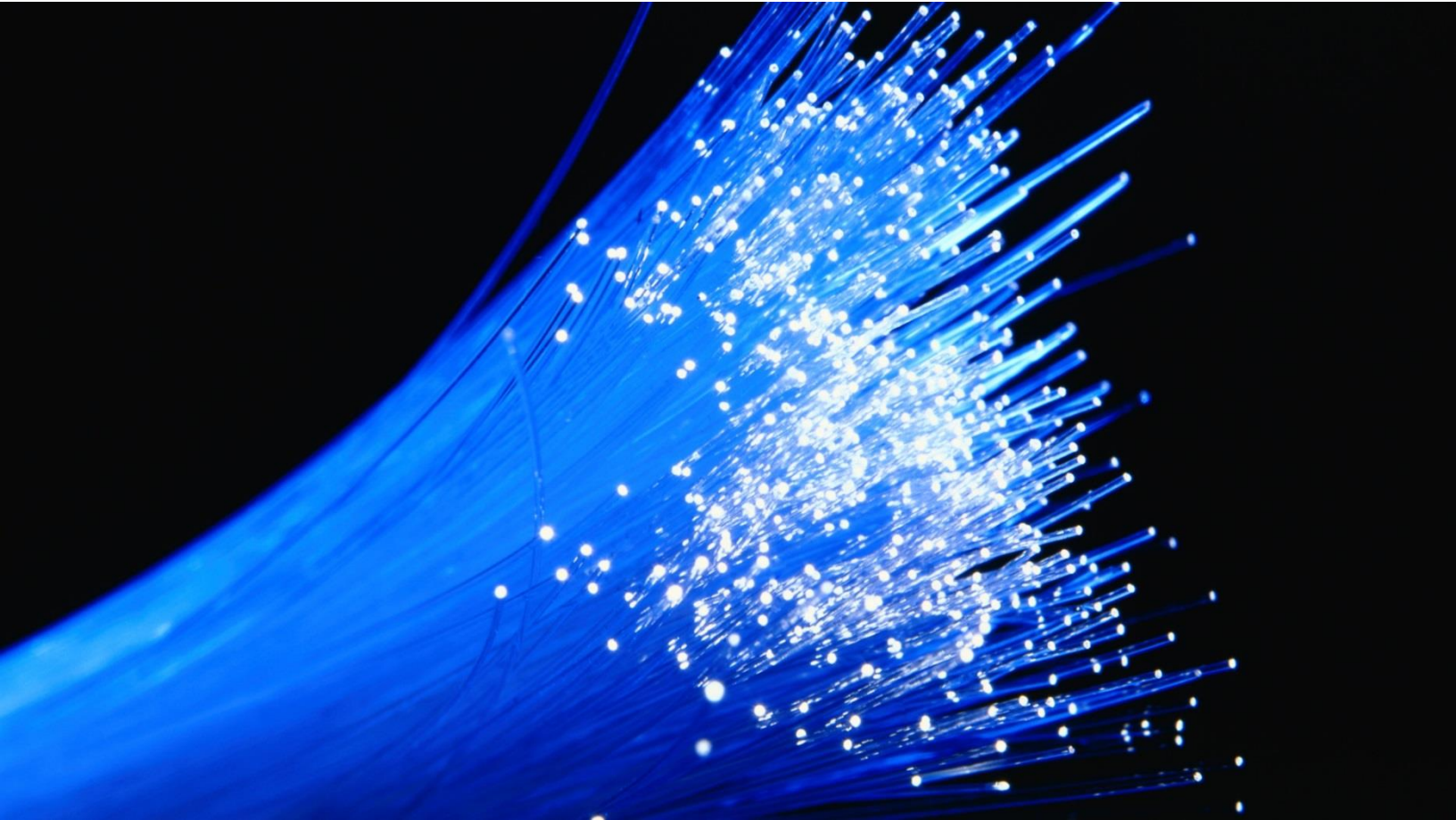
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Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July, 2021.

COXFranchAgrmt-res

ctc technology & energy

engineering & business consulting



Testing and Inspection of the Cox Cable System

**Prepared for James City County, Virginia
January 2021**

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1 Executive Summary

The government of James City County, Virginia, hired CTC Technology & Energy (CTC) to conduct testing and inspection of the Cox cable system serving the franchise area in the County in fall 2020. CTC was tasked with determining whether the Cox system meets the terms of the technical performance requirements in the cable television franchise agreement¹ and, further, to determine whether the network performs at or above the minimum standards defined by the Federal Communications Commission (FCC) (see Appendix A: FCC Standards).

CTC evaluated the Cox system serving the James City County area on October 12, 2020. We performed signal testing of the system's performance at four test locations and inspected a sampling of the cable plant in the vicinity of the test points. Due to health concerns around the COVID-19 pandemic, we held a videoconference rather than an in-person meeting with Cox staff to evaluate Cox's headend.

CTC found that the Cox system is in compliance with the current franchise agreement's technical requirements. We identified no issues regarding subscriber drop cables to residential customers in single-family homes or multi-dwelling units. No issues were found in the main cable feed or pedestals throughout the plant in underground or aerial portions.

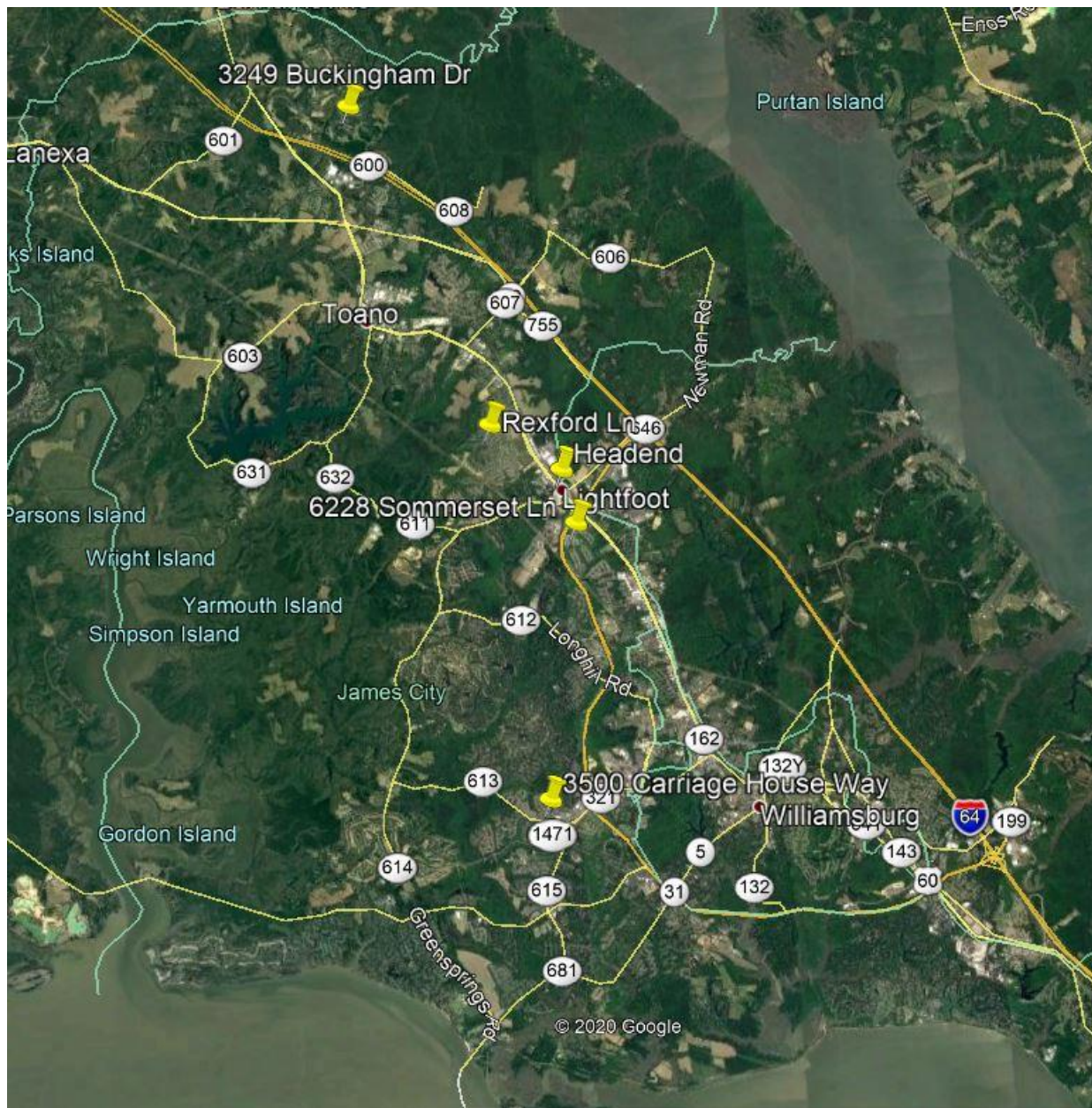
This report documents our technical evaluation, which include the performance tests, inspection of equipment, inspection of outside plant, and review of Cox's own tests and logs.

1.1 Overview of Testing and Inspection Results

Figure 1 illustrates the locations of the Cox headend and the four test points where we conducted our testing and inspections. Test points were selected at random to provide geographic diversity across the service area.

¹ Franchise agreement, <https://www.yesjamescitycountyva.com/DocumentCenter/View/304/Cox-Cable-Agreement-PDF?bidId=>

Figure 1: Cox Headend and Test Points



1.1.1 Adequacy of Overall Picture Quality

Our examination of the picture quality of the individual cable channels at the four test points and at the headend demonstrated that the cable system transport network provides an acceptable video service at all test locations. Channels were selected at random from the forward spectrum. (See Appendix B for a description of digital signal performance testing.)

1.1.2 Condition of Cable Network Physical Plant

Cox's cable plant in the James City County service area is installed mostly underground with a small portion being aerial. We spent one day inspecting the physical cable plant in the rights-of-

way. The inspection included a sampling of the cable plant and drop cables that connect the cable system to individual subscriber residences within several blocks of each of the four test points identified in Figure 1.

We found the portions of the physical cable plant we observed (i.e., the portion in the right-of-way) to be in compliance with industry standards and of comparable quality to the power and telephone utilities in the community.

We inspected drop cables connected to single-family homes and single-unit businesses to identify whether there were areas where cables were improperly buried and emerging from the ground; all the areas we inspected were determined to be compliant with current electrical codes.

An inspection at a multi-dwelling unit also found that drops complied with code. All pedestals we inspected in single-family and multi-dwelling-unit areas were properly closed and secured.

Due to health and safety considerations related to the COVID-19 pandemic, including the need to maintain social distance, we inspected drop bonding and home craftsmanship from the right-of-way (as opposed to knocking on doors, asking for residents' permission, and conducting a visual inspection on the property). Given the small setbacks of the properties we inspected in this way, it was feasible to verify that a drop had been properly installed (i.e., that the house box was secure and a #6 AWG ground leaving the house box had been properly bonded).

1.2 Overall Technical Recommendations

We recommend that the County and Cox consider the following:

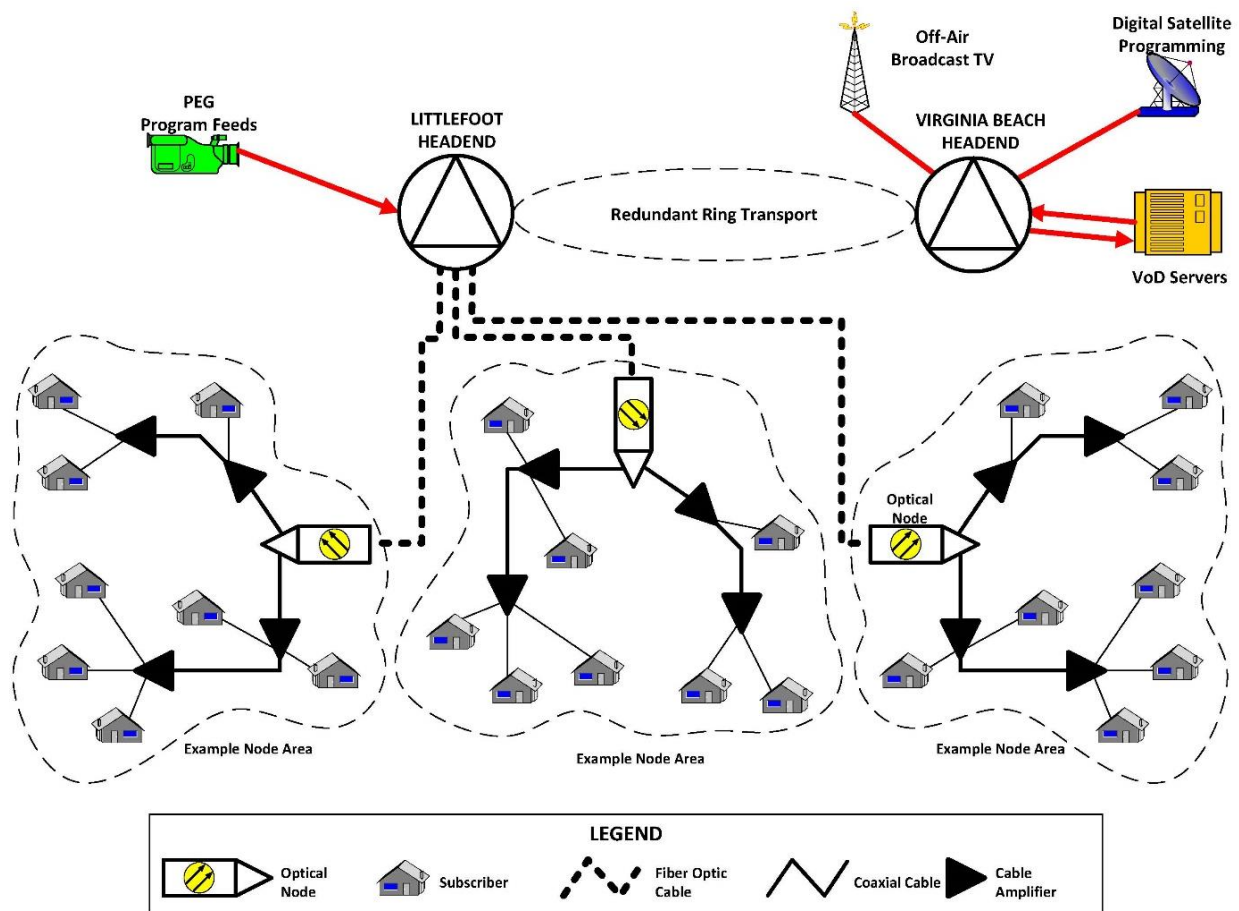
- As part of its normal maintenance, Cox should continue the established practice of inspecting and, when necessary, upgrading subscriber drop cables to conform to all prevailing safety codes.
- In any renewal or new cable franchise agreement, Cox should incorporate reference to the revised FCC technical performance standards and establish a requirement for a periodic system testing consistent with the guidelines suggested by the FCC in the cable television technical and operational standards Report and Order, Docket 12-217.²
- As a best practice, the County should schedule a test of the Emergency Alert System (EAS) override function to ensure functionality.

² Federal Communications Commission, "Cable Television Technical and Operational Standards" Docket 12-217. 2017; 32 FCC Rcd 7754 (9).

2 System Description and Operation

The Cox cable television system serves subscribers in James City from the local headend facility at Littlefoot, which houses the core electronic equipment needed to process video signals and monitor network operations. The headend receives programming through diversely routed fiber optic links from Cox’s regional master headend in Virginia Beach. The public, educational, and governmental (PEG) programming feeds from the James City County government channels are delivered via a fiber optic link from a Cox facility located in Littlefoot. Figure 2 provides an overview of the system architecture.

Figure 2: Cox System Architecture



Cox offers digital video services³ in both standard-definition television (SDTV) and high-definition television (HDTV) formats. Each video subscriber has a company-provided digital set-top converter that activates various service package levels; digital video recorders are available to subscribers for an additional monthly charge.

³ The Cox network provides only digital services; no legacy analog video services are available.

2.1 System Headend

On October 8, 2020, CTC staff held a virtual headend meeting with Cox staff and engineers to discuss network architecture and operations and conduct a virtual tour of the facility.

According to Cox, video programming is received from the Virginia Beach regional master headend through redundant fiber optic links and assigned to discrete digital viewing channels at the Littlefoot headend through digital routers and industry-standard QAM video digital interface equipment. The Littlefoot headend serves as the internet access aggregation point for interconnecting the subscribers' cable modem network.

The headend building is a standalone facility that houses all lasers, optical receivers, fiber patch panels, processing equipment, and signal combiners for the system. The site also includes HVAC systems, facilities alarms, and standby power. The building also has a video surveillance monitored by a security team along with Biometric access for entry.

Key headend equipment is backed up with uninterruptible power supplies (UPS)—DC power equipment with banks of batteries, specified to provide a minimum of four hours of run time—and a redundant diesel generator as a primary long-term backup in the event of extended failure of commercial power. The facility's commercial power, UPS, and standby power are remotely monitored 24/7/365 by Cox's network operations center (NOC). Cox's representative stated that the company maintains two days of fuel in the diesel generators and has a third-party contract for refueling in the event of an extended commercial power outage.

2.2 Distribution System

The cable distribution system consists of a fiber-to-the-node architecture with a fiber node having no more than six amplifiers in cascade. (State-of-the-art systems currently are node + 0, meaning an architecture with no amplifiers in cascade after the node.) The segmentation of the network (i.e., the number of subscribers served by a given node) is dependent on the capacity usage within the node, not the number of passings; Cox's NOC monitors utilization levels to determine when a node needs to be split.

From our inspection and review of the performance measurements, Cox appears to have sufficient capacity and resources to support all existing services and for expanded two-way data or video services. The fiber node interface equipment has the capability of being upgraded through plug-in modules to quadruple the capacity by splitting the node electronically—which would permit rapid upgrades of individual nodal service areas with minimal costs. That flexibility, combined with the current architecture of no amplifiers in cascade, would enable Cox to provide

an ultra-segmented network, delivering the bandwidth consumers demand as well as keeping up with future demands on the network.

The Cox technical staff explained that the system is constantly monitored for the status and utilization of devices operating interactive services (e.g., cable modems, set-top boxes). Once established utilization criteria are exceeded for a given network segment, an upgrade is scheduled to be performed. Cox asserts that this level of flexibility, along with a low penetration rate of subscribers on certain nodes, provides sufficient headroom for future growth in both subscribers and services. While we broadly agree with this statement, we note that “low penetration” depends on numbers of homes passed and homes serviced.

The standard for modern cable system capacity (i.e., the bandwidth of the cable) is 1 GHz (1,000 MHz). Cox confirmed that their system is a 1 GHz system.

According to Cox, the distribution system has battery standby power throughout the system. The electronic equipment for each of the node service areas is powered by a bank of batteries to provide three to four hours of standby time. Dedicated telemetry equipment in the network remotely monitors the operation of the standby power supplies. Failures are tracked and dispatched on demand by Cox’s NOC.

Cox also maintains proactive monitoring of subscriber devices for outage mitigation and system performance trending.

If a prolonged commercial power outage does occur, and a failing power supply is identified by the NOC technician, a field technician is dispatched. Cox provides backup power for the power supplies using portable power generators carried on all technician bucket trucks. The generators can be chained to the power supply and left in place until power is restored.

2.3 Digital Video Programming

The Cox system delivers digital video channels in SDTV and HDTV. Cox’s digital platform, Contour, is a rebranded Xfinity (Comcast) X1 platform and is considered state-of-the-art.

Digital television service requires that subscribers have a company-provided set-top converter or digital video recorder (DVR). Cox’s current channel lineup is attached as Appendix C.

The digital video services available to Cox subscribers include more than 110 HDTV channels and an additional 200 SDTV digital channels, covering a wide range of off-air TV, PEG, and networks with programming that targets news, sports, religion, movies, and other entertainment.

2.4 Video on Demand (VOD)

VOD services are provided on the system. Currently, no PEG VOD services are available.

2.5 Emergency Alert System (EAS)

The federally mandated nationwide Emergency Alert System (EAS) enables authorized governmental entities to override the programming on a cable system to provide emergency information to subscribers. James City County requires cable operators to allow local authority override.

The EAS equipment, which is housed at the local headend, is programmed to forward weather, state primary, state, local, federal, and required test alerts to subscribers.

All cable operators are required to maintain records of the results of FCC-required EAS testing and recent copies of the system's FCC technical performance tests in a public reference file available for review by the public. Based on our virtual meeting with Cox's headend group, the local authority override appears to be intact and operational. However, we understand the County has not tested this function in some time. As a best practice, we recommend the County schedule a test to ensure functionality.

CTC inspected Cox's logs and found no issues of concern.

2.6 PEG Access Channels

The Cox system currently carries several public, educational, and governmental (PEG) access channels (Table 1). The channels are fed from different locations throughout the County.

The PEG programming is transported from the originating point to the Cox headend over a dedicated fiber optic connection.

Table 1: James City County PEG Access Channels

James City County PEG Access Channels
James City County Government Channel Access, Cox 46
James City County Government Channel Educational, Cox 47
James City County Government Channel Educational, Cox 48

Typically CTC performs a qualitative review of the PEG channels. However, CTC did not view PEG video during this inspection because we were required to conduct a virtual headend visit due to COVID-19 restrictions.

2.7 Cable Modem Service

Cox provides cable modem service⁴ to subscribers and is currently at DOCSIS 3.1, which is the highest-speed DOCSIS standard employed in the cable industry. Cox provides up to 1 Gbps download speed and 40 Mbps upload speed to the serviced areas.

The cable modem termination system (CMTS) equipment is located at the headend. The CMTS interfaces with fiber optic transmission lines, destined to a specific node, for conversion to coaxial transmitted radio frequency (RF) to communicate with individual subscriber modems. High-capacity routers interconnect the cable modems to the internet. Internet access is provided through the fiber optic interconnection from the Virginia Beach headend to the Littlefoot hub via a ring topology network.

While evaluating internet capacity in detail is beyond the scope of this inspection, we note that the system design enables segmentation of the system into portions as small as one-quarter of the original node size. Since segmentation, along with the system bandwidth, determine the maximum number of customers sharing the network equipment and internet downlinks and uplinks, we note that this advanced level of segmentation can provide the highest available internet speeds on a cable broadband system, only exceeded by the capacity available from a system that brings fiber optics all of the way to the home or business.

⁴ Cox does not offer fiber-to-the-premises service in James City County.

3 Performance Testing

As part of the on-site technical evaluation, CTC engineers and Cox technical staff conducted joint field tests of signal levels at four test locations in the Cox cable franchise area.

Cox and CTC performed signal-to-noise ratio (SNR) testing using modulation error ratio (MER), bit error ratio (BER), and signal-level testing on eight digital channels covering the spectrum from 54 MHz to 1 GHz at each location. The data recorded for each of the four test sites are included in Table 2 (below). At all locations the measured values exceeded the minimum SCTE standards by significant margins.

The FCC/SCTE standards require that the signals vary by no more than 12 dB across the network spectrum (54 MHz to 1 GHz); in this test the worst-case variation was measured at 9.4 dB. CTC also noticed a reverse tilt across the tap at test point 4. This typically will lead to service quality issues for video services as higher frequencies attenuate faster than lower frequencies across longer spans of cable.

3.1 Signal Test Results

The system performance tests were made at the headend and four test locations in the franchise area. Pictures qualitatively viewed on a television monitor were acceptable. All selected digital channels viewed at the headend and outdoor test points performed significantly better than the minimum level at test points, and all were in full compliance. We consider these results to be in line with current industry practices.

3.2 Digital Tests

We analyzed modulation error ratio, bit error ratio, and signal amplitude.

Modulation error ratio (MER) is the most universally accepted methodology for measuring the quality of a cable system. The MER measurement, which is made with a QAM signal analyzer, is expressed in dB and summarizes the overall performance of the network and equipment. The MER is a ratio that compares a perfect data stream with the received data stream.

The SCTE-recommended minimum MER for 64 QAM is 27 dB; for 256 QAM carriers like those used in the Cox system, the standard is 33 dB. The television picture will typically exhibit pixilation and other visible problems at a MER of 30 dB or less for 256 QAM carriers. All field measurements in the Cox cable franchise area were 38 dB or above.

Bit error ratio (BER), which is also measured with a QAM signal analyzer, expresses the number of errors received compared to the number of bits sent. Digital signals are encoded using an algorithm that allows an amount of forward error correction (FEC) before decoding the signal. In a perfect system, there would be no FEC at a customer terminal. Typical industry standards allow for a maximum of 1 error in 100 million bits sent (1×10^{-8}).

Table 2 below provides a summary of the measurements made at each test site. All these measurements were conducted with Cox test equipment.

Table 2: Cox Cable Franchise Area—Performance Testing Results

Measurement Parameter	DIGITAL CHANNEL TESTS							
Channel	14	27	44	67	94	112	135	150
Test Point 1 – 9398 Ottway Ct								
Signal Amplitude (dB)	8.9	10.8	12	12	12.8	14.1	15.6	18
Digital MER(minimum SCTE target: 33 dB)	40.9	41.5	43	42.8	41	41.4	42	42.5
Digital BER (No standard)	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09
Test Point 2 – 6605 Rexford Lane								
Single Amplitude (dB)	13.4	13.8	12.4	13.7	13.6	15.1	11.5	14.2
Digital MER(minimum SCTE target: 33 dB)	42.6	43	43.2	44	43.3	44	40.7	40.6
Digital BER (No standard)	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09
Test Point 3 – 6228 Summerset Lane								
Signal Amplitude (dB)	12.2	14.4	18.1	17.4	16.3	16.6	16.9	18.3
Digital MER(minimum SCTE target: 33 dB)	41.1	41.9	43.9	41.4	42.4	42.6	42.2	42.1
Digital BER (No standard)	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09
Test Point 4 – 3500 Carriage House Way Unit 1109								
Signal Amplitude (dB)	10.5	9.7	8.5	7.5	5	5	1.1	3.1
Digital MER(minimum SCTE target: 33 dB)	41	41.5	42	43	42	41.7	40	40
Digital BER (No standard)	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09	1.00E-09

3.3 Cumulative Leakage Index

Signal leakage can be caused by defects and damage in the distribution hardware. Leakage can cause interference with other communications signals, such as aeronautical and navigation signals. To protect against these harmful signals, the FCC requires cable operators to measure and record signal leakage radiating into the air from cable plant to demonstrate compliance with a cumulative leakage index (CLI). Cable operators are required to check the CLI of the cable plant quarterly, either by extensive ground-based observations or by taking measurements while flying over the system. Cox staff provided us with copies of the most recent leakage test data, which demonstrated compliance with this requirement.

4 Physical Plant Inspection

CTC conducted a physical inspection of the underground cable plant in the Cox franchise area. The inspection concentrated on an examination of the quality of the plant construction, appearance, and compliance with national standards. (The national inspection standards and authorities cited, along with descriptions of the violations, are included in this section of the report.)

4.1 Physical Plant Standards

The cable system must comply with two primary national construction standards. The first standard, the National Electrical Safety Code (NESC) published by the IEEE, is the primary guide to construction of the cable system in the public rights-of-way. The NESC is a national code designed to provide standards and work rules to protect persons against hazards from the installation, maintenance, and operation of electrical systems and communications lines.

The second standard is the National Electrical Code (NEC) published by the National Fire Protection Association. This national code establishes rules for the safe installation of electrical conductors and equipment.

In general, we found the Cox cable plant to be in acceptable condition. An assessment of compliance against VDOT's rights-of-way aesthetic standards found the plant to be within specifications. CTC does, however, recommend the County encourage Cox to maintain good practices regarding working in the right-of-way. Poor maintenance of the grounds surrounding the fiber infrastructure can mask safety issues.

4.1.1 Bonding and Grounding

CTC inspected bonding and grounding according to NEC, NESC, and industry standards for worker safety.

Grounding protects against injury from lightning and surges of excessive electrical current on the system. Grounding is required for electrified system components at specified locations along the plant itself. This is accomplished by bonding the cable plant and equipment to the common neutral ground of the other utilities on the poles. Alternatively, when there is no other ground, the cable system is directly grounded with a ground rod at the site where grounding is required.

Bonding creates “the permanent joining of metallic parts to form an electrically conductive path that ensures electrical continuity and the capacity to conduct safety code current likely to be imposed” (NEC ART. 100). The authorities for reporting these kinds of violations may be found in NEC Rules 820-33 and 820-40; and NESC §092C, §093D, §215, and §239.

CTC inspected underground cables and at subscriber homes. In all cases, grounding was achieved by bonding to the #6 ground at the house or meter. CTC observed no infractions during our inspection.

4.1.2 Construction

The construction category addresses the manner in which the cable system is built. Poor construction practices are evident in such violations as bolts of improper length. If the bolts are too long, they create hazards for personnel climbing the poles; if too short, they fail to secure the cables to the poles (NESC §217A4). Other violations in this category include missing bolts, strand that is not attached to poles, strand that does not have the proper tension, cable supports and spacers that are missing or improperly installed, and equipment that is improper for the system.

Most construction specifications pertain primarily to aerial plant. In the case of the Cox cable system, because almost the entire system is underground with only a very small aerial footprint, we inspected only a small amount of aerial plant. We observed no construction infractions during our inspection.

4.1.3 Clearances

Clearances between cable lines and the ground, streets, sidewalks, and other utilities are specified in national codes such as the NESC §23 and Tables 232 and 234. All cables on utility poles and underground should be placed in a manner to avoid contact with one another. The codes establish acceptable distances between power, telephone, and other communications lines placed on the same poles and in the same area in the public rights-of-way or public utility easements.

Proper distance between cable television lines and other utility cables provides a level of safety for all workers on the poles. The clearance distances between power lines and streets and sidewalks were established to permit safe and unhindered access to cables on the poles and to avoid obstructions to vehicular traffic and pedestrians traveling under the cables.

Clearance specifications pertain primarily to aerial plant. In the case of the Cox cable system, due to the small aerial footprint, we inspected a small amount of aerial plant and observed no clearance or right-of-way infractions there or during our other inspections.

4.1.4 Guying and Anchoring

In aerial construction, guy wires are necessary to provide additional support to the utility pole when the weight of cables on the pole is greater than can be safely supported by the pole alone. Guy wires are required not only for poles that support a large number of cables, but also for poles supporting very long spans of cable, and on corners or at the end-of-lines where there is additional weight on the poles.

Missing or improperly installed guy wires can create a public safety hazard because of a greater potential for pole failure under stress from high winds, accidents, or pole degradation. The steel cables used to guy the poles must be properly bolted to the poles and anchored in the ground at prescribed tensions. At ground level, the guy wire itself is required to be covered with a plastic “guard” to alert passersby to the presence of the wire and protect pedestrians from accidental injury. The requirements for guy wire construction are documented in NESC Rules 261B, 261C, 261D, and 264.

Most guying and anchoring specifications pertain primarily to aerial plant. In the case of the Cox cable system, due to the small aerial footprint, we inspected a small portion of aerial plant and observed no locations with anchoring/guying infractions there or during our other inspections.

4.1.5 Pedestals

The pedestal is an enclosure for buried plant equipment. This category of violations addresses such issues as enclosures that are not installed correctly, are missing covers or doors, or do not have sufficient capacity for the equipment they contain. The requirements for pedestals are established by generally accepted industry practices as well as in SCTE Construction, §5.

Multi-dwelling units generally are more likely to experience pedestal infractions than other locations, as homeowners are not present and overseeing installations, and landlords discover issues either after the fact or due to complaints from tenants. These types of infractions, however, can pose significant safety risks to residents.

We observed no infractions at our inspection of a multi-dwelling unit (i.e., test point 4 at 3500 Carriage House Way).

4.2 Subscriber Drop-Related Violations

“Drops” are the wires that connect subscribers’ homes to the cable system on the street. Under the NEC, drops are required to meet specific construction standards. These standards have requirements for attachment to the residence, clearance from the ground or depth of buried cable, and grounding to protect against shock, equipment damage, and fire hazards. Drop violations include loose drops routed from aerial plant down along a utility pole to an underground service connection that is not secured to the pole and which may become inadvertently snagged and disconnected.

Safety is a significant concern in the installation and maintenance of drops. For example, a common operator practice is to place a temporary, unburied drop to a home serviced by underground plant to quickly establish service. This can also occur when the ground is frozen or snow-covered and the cable cannot be buried at the time of installation. This may be acceptable for a few days if properly guarded or marked, but when left exposed for weeks it is not only an annoyance to subscribers but presents a safety hazard in the public right-of-way. These situations

are reported as violations. Standards for drop installation and maintenance are governed by generally accepted industry practices and by the NEC §250 and §820.

CTC observed no drop infractions related to improper burial or exposed temporary drops across backyards or in the common areas of multi-dwelling-unit buildings.

Appendix A: FCC Standards

After years of deliberation, the FCC recently updated its long-standing technical standards defining minimum network performance for cable TV networks. The previous performance specifications dated back to the advent of modern high-capacity urban systems in the early 1970s. The earlier standards (defined in FR 3278) were adopted on February 12, 1972. Minor modifications were made to the standards in June 1995, mostly to clarify measurement procedures and limits for specific parameters.

The new FCC standards address both legacy analog and now-ubiquitous digital technologies. The updated technical performance standards are included as a part of FCC MB Docket No. 12-217, adopted in September 2017.⁵ The new rules remove the previous requirement for cable system operators to perform periodic testing (twice yearly) for digital services, as had been required under the analog standards. Additionally, they establish new testing parameters for digital cable services, consistent with the existing standards of the Society of Cable Telecommunications Engineers (SCTE) as established in Document SCTE 40.⁶

It should be noted that neither SCTE 40 nor the FCC Report and Order (R&O) adopting the new standards provide guidelines for testing procedures or any specific intervals under which testing should be performed. That said, while the Commission's R&O removed the long-established twice-yearly testing requirement, it recognized the role of local government in the enforcement process and provided local government telecommunications managers with the following guidance (allowing the option for local franchising authorities to establish their own testing guidelines consistent with SCTE 40):

Although we decline to adopt a federal testing mandate, nothing in this Order prevents local franchising authorities from including testing regimes in the process for franchise renewal. In this regard, we note that Section 626(c)(1)(B) requires LFAs to consider whether “the quality of the operator’s service, including signal quality . . . has been reasonable *in light of community needs*.” 47 U.S.C. § 546(c)(1)(B) (emphasis added). Thus, although we are not persuaded that testing for compliance with SCTE 40 is necessary to determine whether service quality is reasonable in all communities, we recognize that each community’s needs vary and cable operators and LFAs may tailor their local franchising agreements to include testing regimes that will allow LFAs “to evaluate] franchisee compliance with Section 626(c)(1)(B) at the time of renewal.” See NATOA Reply at 9; see also Verizon September 20, 2017 Ex Part at 2. Any such local testing

⁵ “In the Matter of Cable Television Technical and Operational Standards (MB Docket No. 12-217),” Report and Order, Federal Communications Commission, September 22, 2017, https://apps.fcc.gov/edocs_public/attachmatch/FCC-17-120A1.pdf (accessed February 19, 2019).

⁶ “ANSI/SCTE 40 2016: Digital Cable Network Standard,” Society of Cable Telecommunications Engineers, https://www.scte.org/SCTEDocs/Standards/ANSI_SCTE%2040%202016.pdf (accessed February 19, 2019).

requirements must use SCTE 40 parameters. See Cable Television Technical and Operational Requirements Review of the Technical and Operational Requirements of Part 76, Cable Television, 7 FCC Rcd. 2021, 2033 (1992) (“precluding] local [technical] standards different from those established [by the Commission], whether more strict or more lenient” and explaining that the Commission’s “long standing policy of preempting technical standards other than our own has proven to be effective in ensuring that interstate communications, technical innovation, and service to the public are not hindered by conflicting regulations set at the local level...”)⁷

Cox offers only digital video services to customers in the franchise area. In light of the changes in federal regulations, we conducted and documented our testing within the framework of technical performance parameters established in SCTE 40.

⁷ "In the Matter of Cable Television Technical and Operational Standards (MB Docket No. 12-217)," Report and Order, Federal Communications Commission, September 22, 2017, https://apps.fcc.gov/edocs_public/attachmatch/FCC-17-120A1.pdf (accessed February 19, 2019).

Appendix B: Explanation of Digital Signal Performance Tests

There are significantly different requirements for measuring digital signals compared to measurement of analog signals on a broadband transmission network. In the typical hybrid fiber-coaxial cable system or fiber-to-the-premises (FTTP) system, digital signals are currently used to provide standard television, high-definition television, high-speed data, and telephone services.

One of the most significant differences in the digital domain is typically that gradual signal degradation is not apparent in the received signal. The received signal will remain constant until severe degradation occurs, and the signal becomes unintelligible. For example, a degraded analog television picture may become snowy or display lines in the picture. The severely degraded digital television channel will display pixilation, tiling, freezing of the picture, loss of the picture, and/or audio interruptions.

Digital signal measurements require the ability to determine when a degraded signal is likely to begin displaying loss of data and the amount of headroom that is available before the signal becomes unintelligible. We made measurements that included signal level, modulation error ratio (MER), bit error ratio (BER), and subjective picture evaluation.

Signal-Level Measurement

The first important measurement required is the incoming signal level. This level is usually measured using a digital field strength meter or spectrum analyzer. Analog television requires a 6 MHz bandwidth (channel) to deliver a single program. With an analog television measurement peak visual carrier and audio carrier levels are measured.

Required input signal levels are dictated by the equipment manufacturer. The typical television set-top box specifies a -15 dBmV to +15 dBmV input range. To allow for variation of levels up to 5 dB, the industry-recommended input signal level on each channel should be -10 dBmV to +10 dBmV.

Modulation Error Ratio (MER) Measurements

The first digital signals were sent bit by bit with the simplest form of modulation. The received signal was an on-or-off state allowing a transmission of 0 or 1. The typical modern modulation method used in broadband systems is referred to as quadrature amplitude modulation (QAM). Typical QAM signals are delivered at 256 QAM standards. The number represents the amount of data presented in a single bit of data. As an example, at 16 QAM, the single bit can be received as one of 16 different values based on signal amplitude and phase.

The MER measurement is a ratio expressed in dB, which summarizes the overall performance of the network and equipment. The MER compares a perfect data stream with the received data

stream and is made with a QAM signal analyzer. Industry-recommended MER ratios include 3 dB to 4 dB headroom with a resulting 256 QAM standard of 33 dB.

Bit Error Ratio (BER) Measurements

BER expresses the number of errors received compared to the number of bits sent. Digital signals are encoded using an algorithm that allows an amount of error detection and correction before decoding the signal. This correction is referred to as forward error correction (FEC). In a perfect system, there would be no FEC at a customer terminal. BER measurements are made by a QAM signal analyzer. Typical industry standards allow for a maximum of 1 error in 100 million bits sent or 1×10^{-8} .

Subjective Picture Evaluation

Subjective picture evaluation was completed using a television set connected to a set-top box. By visually observing picture quality it may be possible to observe poor input signal quality and/or excessive signal compression resulting in moving objects appearing as a jumping, non-continuous motion. Also, a QAM-ready television connected directly to the cable input will determine whether signals are sent in the clear and received, or if the signals are encoded.

Appendix C: Channel Lineup



Find your favorites



September 2020 Channel Lineup

Hampton Roads Area

Cox TV Starter (Included in all video packages)

TV Starter

2 My Network TV WTVZ	21 QVC	93 C-SPAN 3	114 True Crime Network WVEC	127 Explorer UNCTV •
3 CBS – WTKR	42 TBS	94 C-SPAN 2	115 ME TV WVEC	128 Escape WSKY
4 WSKY	46 Government Access	95 C-SPAN	116 Get TV – WAVY	129 LAFF WSKY
5 Univision	47 Government Educational	98 HSN	117 Bounce TV WAVY	130 SHOPHQ •
6 UNC TV WUNC •	48 Government Educational	106 VTC – Higher Education	118 Court TV WTKR	131 Daystar
7 CW – WGNT	49 ION – WPXV	107 World WHRO	120 QVC3	133 EWTN
10 NBC – WAVY	50 QVC	108 Kids WHRO	121 HSN 2	137 Quest WVEC
11 Yurview Virginia	53 HSN	109 Create WHRO	123 Comet TV – WTVZ	138 Cozi – WVBT
13 ABC – WVEC	69 Jewelry TV	110 Charge! WTKR	124 Explore Hampton Roads	139 Heroes & Icons – WVBT
14 Fox WVBT	70 ShopHQ •	111 Stadium WTVZ	125 The North Carolina	901-950 Music Choice
15 PBS WHRO	73 Leased Access	112 TBD WGNT	Channel WUNC •	
20 TBN WTPC	83 QVC2	113 Antenna TV WGNT	126 PBS Kids UNCTV •	

Contour Flex (Includes TV Starter channels)

Economy (Optional) ^

8 CNN	24 The Weather Channel	37 TV Land	55 AMC	71 National Geographic
9 Lifetime	26 HLN	38 Disney	57 truTV	76 GSN
16 FX	29 Nickelodeon	40 Syfy	59 History	99 WGN
17 Cartoon / Adult Swim	31 Discovery	41 E! Entertainment	64 Fox News Channel	211 TCM *
18 USA Network	32 Comedy Central	43 Animal Planet	66 TNT	
23 msnbc	36 BET	51 FXX	68 Food Network	

Latino Pak (Optional) *

182 FOROtv	258 TUDN	273 CNN en Español	282 de Pelicula Clasico	293 Cine Sony
183 beIN Sports	261 Nuestra Tele	274 Discovery en Español	283 Discovery Familia	294 Fox Life
184 beIN Sports en Español	262 Nicktoons	275 Galavisión	284 Disney XD (SAP)	295 Cine Estelar
186 Hola TV **	263 Cartoon / Adult Swim	277 Fox Deportes	286 History En Español	296 Univision
190 Hogar de HGTV	266 VePlus	278 Azteca	287 TR3S: MTV, Musica y Mas	297 Baby TV
194 Baby First	270 Telemundo	279 Boomerang (SAP)	288 NBC Universo	298 C-Beebies
195 EWTN en Español	271 UniMas	280 Cine Latino	289 Telehit	299 tNovelas
199 Telefe	272 ESPN Deportes	281 de Pelicula	290 WAPA	

Sports & News (Optional)

8 CNN	26 HLN	60 ESPN2	119 NBC Sports	219 Fox Sports 2
12 ESPN	34 NBC Sports Network	63 Fox Sports 1	Washington Plus	
23 msnbc	35 NBC Sports Washington	64 Fox News Channel	171 ACC Network	

Kids (Optional)

17 Cartoon Network	29 Nickelodeon	43 Animal Planet	243 Universal Kids
19 Freeform	38 Disney	105 Nick Jr.	

* * ^ ^ See last page for details.



Channel Lineup (Continued)

For the most recent Channel Lineup, visit www.cox.com/channels

Hampton Roads Area
September 2020

Contour Flex (Includes TV Starter channels)

(Continued from other side)

Lifestyle (Optional)

22	MTV	32	Comedy Central	57	truTV	68	Food Network	132	INSP
27	HGTV	36	BET	61	Bravo	76	GSN		
31	Discovery	41	El Entertainment	67	VH1	103	Investigation Discovery		

Entertainment (Optional)

16	FX	37	TV Land	51	FXX	56	Paramount Network
18	USA Network	40	Syfy	55	AMC	66	TNT

Premium Networks (Optional) *^

301	HBO (East)	321	Cinemax (East)	332	Action Max (West) ^^	352	SHOWTIME Women ^^	367	Starz Edge (West) ^^
302	HBO2 (East)	322	More MAX (East)	341	SHOWTIME (East)	353	SHOWTIME Family Zone ^^	368	Starz in Black (West) ^^
303	HBO Signature	323	Action MAX	342	SHOWTIME 2	354	SHOWTIME 2 (West) ^^	371	Starz (West) ^^
304	HBO Family (East)	324	Thriller MAX	343	SHO*BET	357	The Movie Channel	380	STARZ ENCORE
305	HBO (West)	325	Movie MAX	344	SHOWTIME Extreme		(West) ^^		
306	HBO Zone	326	Outer MAX	345	SHOWTIME Showcase	361	Starz (East)		
307	HBO Comedy	328	Playboy en Espanol	346	SHOWTIME Next ^^	362	Starz Edge		
308	HBO Latino	329	Playboy	348	The Movie Channel (East)	363	Starz in Black		
309	HBO Signature (West) ^^	330	More MAX (West) ^^	349	TMC Extra	364	Starz Cinema		
312	HBO2 (West) ^^	331	Cinemax (West) ^^	351	SHOWTIME (West) ^^	365	Starz Kids & Family		

Contour TV (Includes TV Starter channels)

TV Essential

8	CNN	31	Discovery	57	truTV	75	Hallmark Movies	135	MASN2
9	Lifetime	32	Comedy Central	58	OWN		& Mysteries	136	Newsy
12	ESPN	33	CMT	59	History	76	GSN	140	Newsmax
16	FX	34	NBC Sports Network	60	ESPN2	77	STARZ ENCORE Español *	158	The Impact Network *
17	Cartoon / Adult Swim	35	NBC Sports Washington	61	Bravo	78	Unimas	171	ACC Network
18	USA Network	36	BET	62	Travel Channel	79	Galavision	200	IFC
19	Freeform	37	TV Land	63	Fox Sports 1	80	MotorTrend Network ^^	201	Sundance TV
22	MTV	38	Disney	64	Fox News Channel	81	MTV Live ^^	212	WE TV
23	msnbc	39	MASN	65	Golf Channel	97	POP	219	Fox Sports 2
24	The Weather Channel	40	Syfy	66	TNT	99	WGN America	240	TV One
25	CNBC	41	El Entertainment	67	VH1	103	Investigation Discovery	243	Universal Kids
26	HLN	43	Animal Planet	68	Food Network	105	Nick Jr.	248	Oxygen
27	HGTV	51	FXX	71	National Geographic	119	NBC Sports	260	The Cowboy Channel
28	A&E	54	Fox Business Channel	72	MoviePlex		Washington Plus *	267	Hallmark Drama
29	Nickelodeon	55	AMC	74	Hallmark	132	INSP		
30	TLC	56	Paramount Network			134	The Word Network		

Bonus Pak (Included with subscription to at least one other Pak and TV Essential) *

100	Discovery Family	102	Destination America	214	MLB Network
101	Science Channel	104	American Heroes	234	Discovery Life

Variety Pak (Optional) *

187	Crime & Investigation ^^	242	UP	250	Cooking Channel	256	CMT Music	291	Disney Jr.
188	Lifetime Real Women	244	Disney XD	251	Smithsonian Channel	257	BET Jams	292	TR3S: MTV, Musica y Mas
189	Military History	245	Nicktoons	252	BBC America	264	Great American Country		
197	NBC Universo	246	TeenNick	253	NickMusic	265	CLEO TV		
236	Baby First	247	Boomerang	254	MTV Classics	268	MTV2		
241	BET Her	249	Logo TV	255	BET Soul	269	National Geographic Wild		

+^^ See last page for details.



Channel Lineup (Continued)

For the most recent Channel Lineup, visit www.cox.com/channels

Hampton Roads Area
September 2020

Contour TV (Includes TV Starter channels)

(Continued from other side)

Sports & Info Pak (Optional) *

82 Olympic Channel ^{AA}	217 Outdoor Channel	224 NFL Network	231 ESPNNews
165 Pursuit Network ^{AA}	220 NHL Network	225 SEC Network	232 ESPNU
183 beIN Sports	221 CNNi	226 SEC Network 2 [†]	233 NBA TV
184 beIN Sports en Español	222 Tennis Channel	228 FYI	235 DIY
216 CBS Sports	223 TUDN	229 Viceland	238 NASA

Sports Pak 2 (Optional) *

159 Longhorn Network	163 MLB Strikezone [†]	167 Sportsman Channel	173 Zona Futbol	233 NBA TV
160 NFL RedZone [†]	164 Outside TV	168 Big Ten Network	183 beIN Sports	
161 NFL Network	165 Pursuit Network ^{AA}	169 Pac-12	184 beIN Sports en Español	
162 MLB Network	166 Cox Sports TV	170 World Fishing Channel	223 TUDN	

Movie Pak (Optional) *

179 EPIX2 ^{AA}	192 RetroPlex	204 STARZ ENCORE Westerns	208 STARZ ENCORE Family	213 Epix
180 EPIX Hits ^{AA}	193 IndiePlex	205 STARZ ENCORE Suspense	209 Lifetime Movie Network	
181 EPIX Drive-in ^{AA}	202 Flix	206 STARZ ENCORE Action	210 STARZ ENCORE	
191 FXM	203 STARZ ENCORE Classic	207 STARZ ENCORE Black	211 Turner Classic Movies	

Latino Pak (Optional) *

182 FOROtv	258 TUDN	273 CNN en Español	282 de Pelicula Clasico	293 Cine Sony
183 beIN Sports	261 Nuestra Tele	274 Discovery en Español	283 Discovery Familia	294 Fox Life
184 beIN Sports en Español	262 Nicktoons	275 Galavisión	284 Disney XD (SAP)	295 Cine Estelar
186 Hola TV ^{AA}	263 Cartoon / Adult Swim	277 Fox Deportes	286 History En Español	296 Univision
190 Hogar de HGTV	266 VePlus	278 Azteca	287 TR3S: MTV, Musica y Mas	297 Baby TV
194 Baby First	270 Telemundo	279 Boomerang (SAP)	288 NBC Universo	298 C-Beebies
195 EWTN en Español	271 UniMas	280 Cine Latino	289 Telehit	299 tNovelas
199 Telefe	272 ESPN Deportes	281 de Pelicula	290 WAPA	

Premium Networks (Optional) ^{AA}

301 HBO (East)	321 Cinemax (East)	332 Action Max (West) ^{AA}	352 SHOWTIME Women ^{AA}	367 Starz Edge (West) ^{AA}
302 HBO2 (East)	322 More MAX (East)	341 SHOWTIME (East)	353 SHOWTIME Family Zone ^{AA}	368 Starz in Black (West) ^{AA}
303 HBO Signature	323 Action MAX	342 SHOWTIME 2	354 SHOWTIME 2 (West) ^{AA}	371 Starz (West) ^{AA}
304 HBO Family (East)	324 Thriller MAX	343 SHO*BET	355 The Movie Channel	380 STARZ ENCORE
305 HBO (West)	325 Movie MAX	344 SHOWTIME Extreme	(West) ^{AA}	
306 HBO Zone	326 Outer MAX	345 SHOWTIME Showcase	361 Starz (East)	
307 HBO Comedy	328 Playboy en Espanol	346 SHOWTIME Next ^{AA}	362 Starz Edge	
308 HBO Latino	329 Playboy	348 The Movie Channel (East)	363 Starz in Black	
309 HBO Signature (West) ^{AA}	330 More MAX (West) ^{AA}	349 TMC Extra	364 Starz Cinema	
312 HBO2 (West) ^{AA}	331 Cinemax (West) ^{AA}	351 SHOWTIME (West) ^{AA}	365 Starz Kids & Family	

Contour TV Ultimate (Includes all networks listed on channel lineup for each section)

TV Starter
TV Essential

Bonus Pak
Variety Pak

Sports & Info Pak
Sports Pak 2

Movie Pak
Premium Networks

Additional Channels and Pay-Per-View

Subscription Sports Packages & Pay-Per-View (Optional) *

196 Pay-Per-View Previews	501-502, 504 Pay-Per-View	651-660 MLS Direct Kick +	671-684 MLB Extra Innings +	690 Fox Soccer Plus
215 NFL RedZone ^{††}	590-595 Adult Pay-Per-View	651-660 NBA League Pass +	671-684 NHL Center Ice +	

*+†. ^{AA} See last page for details.



Channel Lineup (Continued)

For the most recent Channel Lineup, visit www.cox.com/channels

Hampton Roads Area
September 2020

Additional Channels and Pay-Per-View

(Continued from other side)

International Channels (Optional) *

507	TFC	512	CCTV 4	517	Channel One Russia	523	Phoenix North America
508	GMA Pinoy TV	513	CTI-Zhong Tian	518	TV Japan	524	ART
509	Myx	514	DW (Deutsche+)	519	SBTN	525	RTN (formerly TV Russia)
510	ZEE TV	515	Rai Italia	521	TV Asia	526	Aapka Colors
511	SET Asia	516	TV5 Monde	522	Phoenix InfoNews		

Effective September 2020.

Channel included with service level noted, will require rental of mini box, Digital Receiver, Contour Receiver or a Cox provided CableCARD™ unless otherwise indicated. CableCARD customers may need a tuning adaptor and compatible retail device to receive certain Switched digital or HD video channels. If you have an HD-capable television connected via a Cox mini box or Contour TV receiver, you will be able to view TV channels in High Definition by tuning to either the two-digit or three-digit Standard Definition channel or the corresponding HD Channel in the 1000 series range. If your television is connected via equipment other than a mini box or Contour TV receiver, such as a Cox HD receiver or a Cox provided CableCARD together with a CableCARD compatible retail device (and a Cox provided Digital Tuning Adaptor for certain channels), programming is available in high definition only at the HD Channel position - typically the four-digit number above 1000.

* Channel not available on outlets connected via a mini box, requires either an Advanced TV Receiver, Contour Receiver or Cox provided CableCARD™ together with a certified compatible CableCARD retail device. ** Equipment not required with Contour Flex Starter Economy TV requires either a Digital Receiver or Cox provided CableCARD™ together with a certified compatible CableCARD retail device on the primary outlet. Mini boxes are permitted on additional outlets only for customers subscribing to Economy TV. *** Contour HD Channels, if included with your service level (other than Contour Flex Starter), require rental of a Contour receiver or Cox provided CableCARD™ together with a certified compatible CableCARD retail device capable of tuning those channels. **** Not available in all areas. † Part-time/seasonal channel. ** This service requires a subscription to the Sports and Info Pak. All channels and channel packs are subject to change. ^^ Not available in SD. Other restrictions may apply. ©2020 Cox Communications, Inc. All rights reserved.

Canal incluido con el nivel de servicio mencionado, requerirá el alquiler de una mini box, un receptor digital, un receptor de Contour o CableCARD™ proporcionado por Cox, a menos que se indique lo contrario. Los clientes de CableCARD pueden necesitar un adaptador para sintonización y un equipo compatible obtenido en tienda minorista para recibir ciertos canales interconvertidos de video digital o de alta definición, HD. Si tiene un televisor con capacidad de alta definición, HD, conectado a través de una mini box de Cox o de un receptor de Contour TV, podrá ver canales de TV en alta definición, sintonizando el canal de definición estándar, SD, de dos o tres dígitos, o el canal de alta definición HD, correspondiente en el rango de canales a partir de 1000. Si su televisor está conectado a través de un equipo que no sea una mini box o un receptor de Contour TV, como un receptor de Cox de HD o de un CableCARD proporcionado por Cox junto con un equipo certificado compatible con CableCARD, obtenido en tienda minorista (y un adaptador para sintonización digital proporcionado por Cox, para ciertos canales), la programación está disponible en alta definición HD, únicamente en la posición del canal de alta definición HD, generalmente el número de 4 dígitos a partir del canal 1000.

* Canal no está disponible en tomas conectadas a través de una mini box, requiere ya sea un receptor Advanced TV, un receptor de Contour o CableCARD™ proporcionado por Cox, junto con un equipo certificado compatible con CableCARD obtenido en tienda minorista. ** Equipos no son requeridos con Contour Flex Starter Economy TV requiere para la toma principal, un receptor digital o un receptor de CableCARD™ proporcionado por Cox, junto con un equipo certificado compatible con CableCARD obtenido en tienda minorista. Se permiten mini boxes para las tomas adicionales, solo para clientes que se suscriban a Economy TV. *** Si están incluidos los canales de HD con su nivel de servicio, (excepto Contour Flex Starter), se requiere el alquiler de un receptor Contour o CableCARD™ proporcionado por Cox, junto con un equipo certificado compatible con CableCARD, obtenido en tienda minorista y con capacidad de sintonizar esos canales. **** No está disponible en todas las áreas. † Canal medio tiempo de temporada. ** Este servicio requiere una suscripción al Sports & Info Pak. Todos los canales y paquetes de canales están sujetos a cambios. ^^ No está disponible en SD (Definición Estándar). Pueden aplicarse otras restricciones. ©2020 Cox Communications, Inc. Todos los derechos reservados.



County Attorney's Office
101-D Mounts Bay Road
P. O. Box 8784
Williamsburg, VA 23187-8784
757-253-6612

jamescitycountyva.gov

VIA ELECTRONIC MAIL ONLY TO BARRETT.STORK@COX.COM

May 27, 2021

Mr. Barrett Stork
Director, Government & Regulatory Affairs
Cox Communications Virginia
1341 Crossways Boulevard
Chesapeake, VA 23320

RE: Cox Franchise Renewal

Dear Mr. Stork:

As you may be aware, a number of citizens and advocacy groups have contacted the James City County Board of Supervisors (the "Board") since I submitted a draft version of the new James City County – Cox Communications Franchise Agreement (the "Agreement") to you. Rather than further complicate the review process by sending you a new blackline version of the Agreement that is currently in review by Cox Communications, I instead write this to ask that you revise the Agreement to include the following provisions requested by these citizens and advocacy groups:

1. Include a reasonable monetary limit on all cable installation costs, regardless of length;
2. Include the following specific provisions regarding monthly fees for cable and broadband:
 - a. low-cost rates for low income customers and for senior citizens; and
 - b. no additional fees for customers with subpar credit ratings
3. Provide a guarantee regarding broadband speed and reliability; and
4. Discontinue fees charged for miniboxes.

I understand that this may take some additional review time; accordingly, I have suggested that the Board adopt a resolution at their June meeting to extend the expiration date of the existing franchise agreement by one month and to review the proposed Agreement at their July 13, 2021 meeting.

Should you have any questions, please feel free to contact me at 757-253-6612. I look forward to our continued cooperation in completing the new franchise agreement.

Sincerely,

Adam R. Kinsman
County Attorney



Government Affairs
1341 Crossways Blvd.
Chesapeake, VA 23320

June 14th, 2021

Mr. Adam Kinsman
James City County Attorney
101- D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23185

RE: Cox Video Franchise Renewal

Dear Mr. Kinsman:

We appreciate the opportunity to continue serving the residents of James City County and look forward to finalizing the renewal of our non-exclusive video franchise agreement. We received a copy of your letter dated May 27, 2021 and have provided draft revisions to the proposed agreement for the County's consideration. Although we did not include language in the draft related to video service rates or broadband service, federal law prohibits rate regulation of video services and the regulation of broadband service by local governments, we are always happy to work with our customers to find a service package that best fits their budget and we also wanted to highlight some voluntary steps Cox has taken to support the community.

In 2013, Cox began offering a low-cost broadband service, Connect2Compete, for \$9.95 to qualifying families with students in school (K-12). Since its launch, Connect2Compete has helped more than ten thousand families in Virginia get connected to the internet. We have made numerous enhancements to the program over time including multiple speed increases, expansion of qualification parameters to allow more students to obtain service, and inclusion of free wireless routers. Despite these beneficial changes, the cost of service still remains at \$9.95 per month with no additional fees or taxes.

To further support our customers' needs, Cox is participating in the FCC's Emergency Broadband Benefit (EBB) program which provides up to \$50/month towards internet service for eligible families. In addition to this federal program, Cox is also partnering with multiple school districts, nonprofits, and social services organizations on similar local programs to help cover the cost of broadband service for struggling families.

Again, we thank you for the opportunity to serve the residents of James City County and look forward to working with you to finalize our video franchise renewal.

Sincerely,

A handwritten signature in black ink, appearing to read "Barrett Stork".

Barrett Stork
Director of Government Affairs



County Administration
101-D Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-8784
P: 757-253-6728
jamescitycountyva.gov

April 26, 2021

AT&T
P.O. Box 10330
Fort Wayne, IN 46851-0330

Dear Sir/Ma'am:

I am writing to inquire about your company's interest and/or willingness to provide your high speed internet/broadband services in our community. As you may recall from previous contacts, the County is interested in adding new cable and broadband services. We are about to renew our franchise with Cox Communications and want to reiterate that this is not an exclusive franchise and to extend an invitation for you to provide these valuable services to our approximately 78,000 residents. James City County is looking for an internet/broadband provider that will serve residents, business and governments throughout the County. Because some areas of the County are currently underserved or have no internet service, the County wishes to obtain access to high-quality internet access for its citizens and to encourage economic development. If you are interested or want to discuss this matter further, please do not hesitate to reach out to me. Thank you for your consideration in this matter.

Sincerely,

Bradley J. Rinehimer
Assistant County Administrator
James City County
brad.rinehimer@jamescitycountyva.gov

 **COPY**

Franchise Agreement
by and between
James City County, Virginia
and
Cox Communications Hampton Roads, LLC

Approved by the Board of Supervisors of James City County on March 22, 2011

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

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

WHEREAS, James City 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 to the Code of Virginia, Va. Code Ann. § 15.2-2108;

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

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

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

WHEREAS, James City County has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

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

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

1.1. *Access Channel*: A video Channel for the transmission of non-commercial Public, Educational, or Governmental access programming as directed by James City County.

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

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

1.4. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. Cable Service does not include any Video Programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

1.5. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning Franchisee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within the Service Area, except that such term shall not include (i) a system that serves fewer than twenty (20) Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any Public Rights-of-Way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201 *et seq.*, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric system; (vi) any portion of a system that serves

fewer than fifty (50) Subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

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

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

1.8. *Drop*: The cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

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

1.10. *Equipment*. Means the cables, optical fiber, poles, wires, electrical conductors, conduits, manholes, fixtures, appliances, and appurtenances that are owned physically controlled, or physically maintained by the Franchisee in, on, over, or under the Public Rights of Way.

1.11. *Force Majeure*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.19, meaning an event or events reasonably beyond the ability of Franchisee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Franchisee's facilities are attached or to be attached or conduits in which Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.12. *Franchise Area*: The jurisdictional boundary of James City County and such additional areas as may be included in the jurisdictional boundary of James City County during the term of this Franchise.

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

1.14. *Local Franchise Authority (James City County)*: James City County, Virginia or the lawful successor, transferee, or assignee thereof.

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

1.16. *Normal Business Hours*: Shall be defined herein as it is defined under 47 C.F.R. § 76.309(c)(4)(i), meaning those hours during which most similar businesses in the

community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.17. *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.

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

1.19. *PEG or PEG Access Channels*: Means Channels available for non-commercial programming produced by members of the public, and educational, or governmental institutions pursuant to 47 U.S.C. § 531.

1.20. *Public Rights-of-Way*: Shall mean the surface of, and the space above and below, any public street, lane, alley, sidewalk, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by James City County or the Virginia Department of Transportation in the Franchise Area.

1.21. *Service Area*: All portions of the Franchise Area where Cable service is being offered in James City County in accordance with paragraph 3.1

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

1.23. *Standard Installation*: Any residential or commercial installation which can be completed by using a Drop of two hundred fifty (250) feet or less.

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

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

1.26. *Transfer of the Franchise*: Shall be defined herein as it is defined under Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, §15.2-2108.19, meaning any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations held by the Franchisee under the Franchise are transferred or assigned to another person or group of persons.

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

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement, and applicable provisions of Chapter 5, Cable Communications, of the James City County Code, Title 15.2 of the Code of Virginia and the Communications Act, James City County hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. This Agreement grants no additional authority for Franchisee to utilize James City County's Public Rights-of-Way for any other purpose unless otherwise expressly provided herein or provided by law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Term*: This Franchise shall become effective on April 1, 2011 (the "Effective Date"). The term of this Franchise shall be until June 30, 2021. The Franchisee, at its option, shall notify James City County of its intent to extend the franchise term in writing not less than thirty (30) months from the expiration date of the initial term or the first extension term. Such extension periods shall not be available in the event the Franchise is earlier surrendered or revoked as provided herein.

2.3. *Grant Not Exclusive*: The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and James City County reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not be inconsistent with the rights granted to the Franchisee under this Franchise or under applicable federal or state law. Consistent with Section 15.2-2108.21 of the Code of Virginia, Franchisee shall have the right to opt into the terms of an ordinance cable franchise pursuant to Section 15.2-2108.26 of the Code of Virginia. Further, to the extent permitted by applicable federal and state law, no franchise granted for the provision of Cable Services or Video Programming shall be less burdensome nor more favorable than the obligations imposed upon the Franchisee hereunder, in order that one operator not be granted an unfair competitive advantage over another. If a franchise or other authorization is granted that creates an unfair competitive advantage as

described herein, Franchisee and James City County shall discuss the discrepancy and James City County shall consider amendments to this Agreement in accordance with state law to provide a level playing field.

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

2.5. *No Waiver:*

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

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

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

2.7. *Police Powers:* Except as otherwise provided in this Section 2.7, Franchisee's rights under this Franchise shall be subject to the lawful police powers of James City County to adopt and enforce ordinances of general applicability necessary to protect and preserve the health, safety and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances lawfully enacted by James City County pursuant to such police powers. James City County agrees that ordinances which it adopts that impact this Agreement must be enacted upon reasonable conditions and of a character appropriate to the public purpose justifying enactment. Nothing herein prohibits the Franchisee from challenging any future ordinances enacted by James City County as may be permitted under applicable law.

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:*

3.1.1. Franchisee shall make Cable Service available to all of the occupied residential dwelling units in the Service Area. Franchisee may make Cable Service available to businesses in the Service Area. Notwithstanding the foregoing, Franchisee shall not be required to make Cable Service available: (a) by reason of Force Majeure; (b) for periods of delay caused by James City County; (c) for periods of delay resulting from the Franchisee's inability to obtain authority to access Public Rights-of-Way in the Service Area; (d) in areas where developments or buildings are subject to claimed exclusive arrangements; (e) in developments or buildings that the Franchisee cannot access under industry standard terms and

conditions after good faith negotiation; (f) in developments or buildings that the Franchisee is unable to provide Cable Service for technical reasons or that require facilities that are not available or cannot be deployed on a commercially reasonable basis; (g) in areas where it is not technically feasible to provide Cable Service due to the technology used by the Franchisee to provide Cable Service; (h) in areas where the average occupied residential household density is less than twenty-five (25) occupied residential dwelling units per mile within one (1) linear mile from Franchisee's energized distributed network and, (i) when the Franchisee's prior service, payment, or theft of Service history with a Subscriber or potential Subscriber has been unfavorable. Should, through new construction, an area within the Franchisee's Service Area meet the density requirement as set forth in this subsection, Franchisee shall, subject to exclusions (a) through (i) set forth in this Subsection and Subsection 3.2, provide Cable Service to such area within six (6) months of receiving notice from James City County that the density requirements have been met.

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

3.1.3. Line Extensions to Residential Subscriber. If a potential Subscriber resides in an area of the Service Area that does not meet the density requirements of Section 3.1.1(h) above (*i.e.*, the subscriber's residence is located where there are fewer than twenty-five (25) occupied residential dwelling units per mile within one (1) linear mile from Franchisee's energized distribution network), the Franchisee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction including cost of material, design, labor and easements. Subscribers who request service hereunder shall bear the construction costs on a pro rata basis [Example: Five (5) owners of residential dwelling units within one (1) mile linear mile of Franchisee's energized distribution network request service. Extending the Cable System to serve those residential units costs \$50,000. The cost divided by 25 homes per mile is \$2,000 per 25 residential dwelling units. Franchisee will pay \$10,000 (5 residential dwelling units times \$2,000) and each owner of the residential dwelling units will likewise pay \$8,000 of those costs.] The Franchisee may require that the payment of the capital contribution in aid of construction borne by potential subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

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

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all occupied residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not

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

3.3. *Cable Service to Local Government Buildings:* Subject to 3.1 and so long as such requirement applies to all other cable operators in the Franchise Area, Franchisee shall provide, without charge within the Service Area, one service outlet activated to received the Basic Service Tier and any other tier of service at the Franchisee's discretion and one (1) set top box, if necessary to receive the services provided (the outlet, service, and set top box are collectively referred to as "Courtesy Service"), to each fire station, public school, police station, public library, County created public authority, regional entity in which the County is a member, and any other local government building as set forth in Exhibit A, and to no more than two (2) newly constructed or acquired local government buildings eligible for service pursuant to this Section 3.3 ("Additional Buildings") in any given calendar year, up to a maximum total number of Additional Buildings equivalent to one (1) per year over the Term of this Agreement (including any permitted extensions). If it is necessary to extend Franchisee's trunk or feeder lines more than two hundred-fifty (250) feet solely to provide service to any such school or public building, James City County shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred-fifty (250) feet, or of releasing Franchisee from the obligation to provide service to such building. Furthermore, Franchisee shall be permitted to recover, from any school or other public building owner entitled to receive Courtesy Service the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred-fifty (250) feet of drop cable or an underground installation; provided, however, that the Franchisee shall not charge for a monthly fee for the service component of Courtesy Service to the additional service outlets once the outlets are installed, but may charge for any equipment required, including additional set top boxes, at then-commercial rates. If Franchisee chooses not to perform the inside wiring and/or additional outlet installation in public buildings, James City County or building owners may retain qualified third party contractors to perform such work. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights or obligations with respect to third parties. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The requirements of this Section 3.3 shall not apply in cases where it is not technically feasible for the Franchisee to comply.

4. **SYSTEM FACILITIES**

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

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

4.1.2. The System shall utilize an architecture that permits additional improvements necessary for high quality and reliable service throughout the term of this Agreement.

4.1.3. The System shall have protection against outages due to power failures with back-up power available for at least twenty-four (24) hours at each headend and, in conformance with industry standards, back-up power at each power supply site rated for at least four (4) hours.

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

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

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

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

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

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

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

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

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

4.1.13. The Franchisee shall maintain facilities and equipment at the headend to transmit or cablecast signals in substantially the form received without substantial alteration or deterioration. For example, the headend should include equipment that will transmit

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

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

4.1.15. The System shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System consistent with federal law. 4.1.17. The provision of additional Channels, increased Channel capacity, and/or upgrades of any kind to the Cable System is solely within the control and discretion of the Franchisee.

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

- 4.1.16.1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
- 4.1.16.2. National Electrical Code;
- 4.1.16.3. National Electrical Safety Code (NESC);
- 4.1.16.4. Obstruction Marking and Lighting, AC 70/7460 i.e., Federal Aviation Administration;
- 4.1.16.5. Constructing, Marking and Lighting of Antenna Structures, Federal Communications Commission Rules, Part 17; and
- 4.1.16.6. Requirements set forth in the Virginia Uniform Statewide Building Code.

4.2. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Service Area. James City County may request, in writing, that the Franchisee interconnect with another cable operator authorized by James City County provide Cable Service in the Service Area. All decisions regarding whether to interconnect and the terms and conditions of any such interconnect shall be a matter agreement between the cable operators involved. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods, at the sole discretion of the Franchisee and the interconnecting cable operator. The interconnection capabilities created

pursuant to this Section 4.2 shall be solely for the exchange of PEG programming required to be provided on the Cable System pursuant to this Franchise. Franchisee shall not be required to build such interconnection if it is not economically feasible nor be required to connect with another cable operator or other video services provider. Franchisee may charge the connecting cable operator in advance for any construction costs and/or monthly charges associated with the interconnection.

4.3. *Emergency Alert System:*

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

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

5. **PEG CHANNELS**

5.1. *PEG Channel Capacity:*

5.1.1. PEG Channels: Franchisee shall provide one (1) non-commercial Public Access Channel (1) non-commercial Educational Access Channel, and one (1) non-commercial Government Access Channel (collectively, "PEG Channels") If a PEG Channel provided under Section 5.1.1 is not being utilized by James City County, Franchisee may utilize the channel for its own purposes after providing James City County thirty (30) days written notice. James City County may elect to reclaim the Channel for PEG purposes by providing Franchisee not less than one hundred eighty (180) days prior written notice.

5.1.2. Unutilized Channel: For purposes of this Section 5.1, a PEG Channel is "unutilized" when it is not programmed at least eight (8) hours per day. Bulletin board or similar scrolling information and static video pictures shall not be considered programming.

5.2. PEG Transmission

5.2.1. James City County shall provide and maintain upstream equipment and facilities necessary to transmit the current PEG signals from the following PEG signal origination points located at the Community Video Center, 1114 Ironbound Road, Williamsburg, Virginia 23188 and Board of Supervisors Video Control Room at 101 Mounts Bay Road, Williamsburg, Virginia 23185. However, should the County decide to relocate the current PEG signal origination points described herein or request additional PEG signal origination points, the County shall be solely responsible for all related costs and expenses. Franchisee shall maintain equipment capable of receiving and processing the PEG signals transmitted by James City County. Franchisee shall maintain the links to transmit the PEG Channel signals from the origination points to its headend without degradation.

5.2.2. Notwithstanding the obligations in 5.1.1, Franchisee shall not be obligated to provide James City County with either cablecast equipment and facilities or personnel responsible for maintaining and operating such cablecast equipment and facilities used to generate any such PEG signals.

5.2.3. The Franchisee may transmit such PEG programming within and without James City County's jurisdictional boundaries without further authorization from James City County. Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. In the event any PEG Access Channel is relocated, Franchisee shall reimburse James City County up to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for documented costs associated with such relocation incurred by James City County.

5.2.4. The Franchisee may, to the extent permissible under applicable law, require all users of any PEG facilities or Channels, other than James City County, a County created authority, regional entities in which the County is a party, and the School Board, to defend and hold harmless Franchisee 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.

5.2.5 Franchisee shall provide James City County at least ninety (90) days prior written notice before changing the transmission format it uses to transmit PEG Channels to Subscribers from analog format to digital format. At such time that the transmission format is changed to digital, James City County may provide PEG programming in either standard-definition digital format or high- definition format (e.g. 1080i [1920 x 1080 interlaced] or some other mutually agreed-upon high-definition format) to the Franchisee's head end equipment at the Community Video Center. Franchisee shall transmit PEG Channels to its Subscribers in the same format without any degradation in signal strength or quality, that it uses to transmit the broadcast channels included in the Basic Service Tier. At such time that Franchisee's Basic Service Tier is transmitted to Subscribers in a high-definition format, all PEG Channels shall be likewise transmitted in high-definition format. Franchisee shall not require Subscribers to pay any additional fee solely to view the PEG Channels as a result of a change in the transmission format of the Channels.

5.3. PEG Capital Fee:

5.3.1. Franchisee shall provide a PEG Capital Fee to James City County (the "PEG Capital Fee") on a quarterly basis. The PEG Capital Fee shall be used by James City County to support the capital costs of PEG Access Channel facilities consistent with the Communications Act (47 U.S.C. § 542).

5.3.2. Initial Amount: The PEG Capital Fee shall be an initial sum of up to twenty-five cents (\$0.25) per month for each Subscriber in the Service Area to Franchisee's Basic Service Tier. Franchisee shall commence payment of the PEG Capital Fee at the end of the third calendar quarter of 2011.

5.3.3. PEG Capital Fee Increases: Beginning on the first anniversary of the Effective Date of this Agreement, and not more frequently thereafter than once a year, James City County may, through a vote of its Board of Supervisors, increase the PEG Capital Fee to an amount not to exceed forty-five cents (\$0.45) per month for each Subscriber in the Service Area to Franchisee's Basic Service Tier. James City County shall provide Franchisee with notice of any public hearing or meeting where an increase will be considered or voted on by the Board of Supervisors. James City County shall forward a copy of the adopted ordinance or resolution authorizing an increase in the PEG Capital Fee which shall indicate the effective date of the increase. Franchisee shall have a reasonable time, not to exceed sixty (60) days, to implement the PEG Capital Fee increase.

5.4. Franchisee may recover from Subscribers any costs related to providing the PEG Channels, including the PEG Capital Fee, if any, to the extent permitted by law.

5.5. James City County shall not sell time on the PEG Channels, nor allow any third party to do so, nor shall any channel be leased at any price to any third party. James City County may allow programmers on the PEG Channels to seek support for their programming consistent with the "Funding Standards and Practices" of the Public Broadcasting System (found at: <http://www.pbs.org/producers/guidelines/>) as they exist on the Effective Date of this Agreement.

6. COMMUNICATIONS SALES AND USE TAX

The parties shall comply with all applicable requirements of the provisions of Section 58.1-645 of the Code of Virginia (the "Communications Sales and Use Tax") in its current form and as it may be amended. Should at any time during the term of this Agreement the Communication Sales and Use Tax be repealed or amended to reduce or eliminate the payment of taxes by the Franchisee on the provision of Cable Service over the Cable System, James City County may, to the extent authorized under applicable law, require, upon sixty (60) days written notice, direct the Franchisee to pay to James City County a franchise fee based on Franchisee's gross revenue in an amount authorized by applicable law or agreed to between the parties. Any such requirement to pay a franchise fee (1) shall apply equally to all franchised cable operators in James City County; (2) Franchisee shall not be compelled to pay any higher percentage of gross revenue as a franchise fee than any other franchised cable operator providing service in James City County; and (3) Franchisee shall not be obligated to pay franchise fees on revenue not included in gross revenues by other franchised cable operators in James City County. Any payment of franchise fees to James City county pursuant to this paragraph shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each quarter. Franchisee shall keep its financial records in accordance with Generally Accepted Accounting Principles.

7. CUSTOMER SERVICE

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

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon not less than thirty (30) business days written notice to the Franchisee, James City County shall have the right, at any time during Normal Business Hours as reasonably determined by the parties, to inspect the Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area as reasonably necessary to ensure compliance with the terms of this Franchise; provided, however, that inspections of financial records including audits performed pursuant to Section 8.2 shall be performed no more frequently than once every twenty-four (24) months. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by James City County. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than two (2) years. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

8.2. *Audit:* Inspections performed pursuant to Section 8.1 of this Agreement may include an audit of all records reasonably necessary to confirm the accurate payment of the PEG Capital Fee. Franchisee shall bear James City County's reasonable, documented out-of-pocket expenses of any such audit performed by a qualified, independent third-party auditor, up to a maximum of twenty thousand dollars (\$20,000), if such audit discloses an underpayment by Franchisee of more than three percent (3%) of any quarterly payment but not less than five thousand dollars (\$5,000) or more. James City County shall not audit Franchisee more frequently than once every twenty-four (24) months. James City County shall have no more than two (2) years from the time Franchisee delivers a payment to provide a written, detailed objection to or dispute of that payment, and if James City County fails to object to or dispute the payment within that time period, James City County shall be barred from objecting to or disputing it after that time period. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to James City County. In the event that Franchisee disputes any underpayment discovered as the result of an audit conducted by James City County, James City County shall work together with Franchisee in good faith to promptly resolve such dispute. James City County and Franchisee maintain all rights and remedies available at law regarding any disputed amounts. James City County may require Franchisee to pay any additional undisputed amounts due to James City County as a result of an audit performed by James City County pursuant to this Section 8.2, plus interest at the legal rate, within thirty (30) days following receipt by Franchisee of written notice by James City County. Notwithstanding the foregoing, Franchisee shall not be obligated to bear any audit expenses for any auditor utilized by James City County that is compensated on a success-based formula, e.g., payment based on a percentage of underpayment, if any.

8.3. *Proprietary and Confidential Information:* Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature except in accordance with the

following procedures, or to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. If Franchisee believes that any requested information is confidential and proprietary, Franchisee must provide the following documentation to James City County: (i) specific identification of the information; (ii) a statement attesting to the reason(s) Franchisee believes the information is confidential and/or proprietary; and (iii) a statement that the document(s) are available for inspection by James City County. Franchisee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains any "confidential" or "proprietary" information. Unless otherwise ordered by a court or agency of competent jurisdiction, James City County agrees that, to the extent permitted by applicable law, it shall deny access to any of Franchisee's information marked "Confidential" as set forth in this Section 8.3 to any Person or governmental entity. If, in the course of enforcing this Franchise or for any other reason, James City County believes it must disclose any information marked "Confidential" as set forth in this Section 8.3, James City County shall provide reasonable advance notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. If James City County receives a demand from any Person or governmental entity for disclosure of any information identified as "Confidential" pursuant to this Section 8.3, James City County shall, so far as consistent with applicable law, advise Franchisee and provide Franchisee with a copy of any written request prior to granting the Person or governmental entity access to such information.

8.4. *Inspection Location:* Books and Records produced pursuant to Sections 8.1 and 8.2, and documents produced pursuant to Section 8.3 shall be produced at a mutually agreed location.

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

8.5.1. Records of all written complaints for a period of two (2) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy;

8.5.2. Records of outages for a period of two (2) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.5.3. 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;

8.5.4. Records of installation/reconnection and requests for service extension for a period of two (2) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9. INSURANCE AND INDEMNIFICATION

9.1. Insurance:

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

9.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000.00) combined single limit and two million dollars (\$2,000,000.00) aggregate 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 James City County.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

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

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

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

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

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

9.1.4. Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

9.1.5. Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A.M. Best Financial Strength rating of A- or better.

9.1.6. Franchisee shall deliver to James City County Certificates of Insurance showing evidence of the required coverage as well as copies of endorsement to each insurance policy which indicates James City County is an additional insured.

9.2. Indemnification:

9.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend James City County, 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 construction, operation, or maintenance of its Cable System, provided that upon receipt of a claim or action pursuant to this subsection James City County shall give Franchisee written notice of its obligation to indemnify James City County in a timely fashion so as not to materially prejudice Franchisee. Notwithstanding the foregoing, Franchisee shall not indemnify James City County, for any damages, liability or claims resulting from the willful misconduct or negligence of James City County, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person or governmental entity other than Franchisee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

9.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 9.2.1, Franchisee shall provide the defense of any claims brought against James City County by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the James City County Attorney, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent James City County 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 James City County Attorney, 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 James City County and James City County 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 James City County shall in no event exceed the amount of such settlement.

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

10. TRANSFER OF FRANCHISE

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 James City County Board of Supervisors, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for transactions excluded under Section 1.27 above.

11. RENEWAL OR EXTENSION OF FRANCHISE

11.1. James City County and Franchisee agree that any proceedings undertaken by James City County that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, or Title 15.2 of the Code of Virginia, Chapter 21, Article 1.2, Section 15.2-2108.30, as applicable, and Chapter 5, Cable Communications, of the James City County Code.

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

12. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

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

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

12.3. *Public Hearing:* James City County shall schedule a public hearing if James City County seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within fifteen (15) days or the date projected pursuant to Section 12.2(iii) above. James City County shall provide Franchisee at least fourteen (14) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

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

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

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

12.4.3. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 12.5 or enforce the following liquidated damages for the following violations of this Agreement, because such violations will result in injury to James City County, and because it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance:

12.4.3.1. For failure to comply with the records provisions as set forth in Section 8 of this Agreement: One hundred dollars (\$100.00) per day for each day the violation continues;

12.4.3.2. For failure to materially comply with the carriage of PEG Access Channel(s) requirements as set forth in Section 5 of this Agreement: Two hundred dollars (\$200.00) per day for each day the violation continues;

12.4.3.3. For failure to materially comply with Customer Service Standards set forth in Section 7 of this Agreement: Two hundred dollars (\$200.00) per day for each day the violation continues, except where compliance is measured quarterly, in which case liquidated damages shall be as follows: (a) Franchisee shall be liable for liquidated damages in the amount of five hundred dollars (\$500.00) for each quarter in which such standards were not met if the failure was by less than ten percent (10%); one thousand dollars (\$1,000.00) for each quarter in which such standards were not met if the failure was by ten percent (10%) or more but less than fifteen percent (15%); and two thousand dollars (\$2,000.00) for each quarter in which such standards were not met if the failure was by fifteen percent (15%) or more; and

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

12.4.3.5. The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000.00) in the aggregate and Franchisee shall not be required to pay liquidated damages for violations that occur more than one (1) year in the past.

12.5. *Revocation:*

12.5.1. Should James City County seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 12.3., James City County 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 James City County has not received a satisfactory response from

Franchisee, it may then seek termination of the Franchise at a second public hearing. James City County shall cause to be served upon the Franchisee, at least fourteen (14) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

12.5.2. At the designated hearing, consistent with applicable federal and state law, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence consistent with applicable federal and state law, to compel the relevant testimony of persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, the cost of which shall be shared by the Franchisee and James City County.

12.5.3. Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter James City County 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. James City County 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 James City County determines that the Franchise shall be revoked, James City County shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of James City County to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the franchising authority.

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

13. MISCELLANEOUS PROVISIONS

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

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

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

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

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

13.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be sent to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be sent to:

Cox Communications Hampton Roads, LLC
1341 Crossways Blvd.
Chesapeake, VA 23320
Attn: General Manager

with a non-binding courtesy copy to:

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

Notices to James City County shall be sent to:

James City County Cable Administrator
101_C Mounts Bay Road
Williamsburg, Virginia 23185

With a courtesy copy to:

James City County Attorney
P.O. Box 8784
Williamsburg, Virginia 23187

13.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and James City County, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

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

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

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

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

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

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

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


SIGNATURE PAGE FOLLOWS

AGREED TO THIS ^{April} ~~12th~~ DAY OF ~~March~~, 2011.

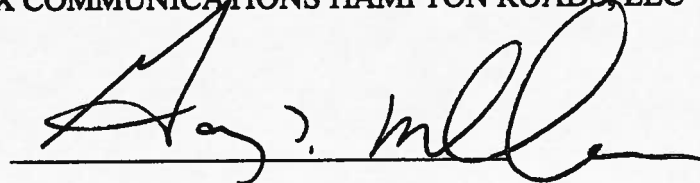
JAMES CITY COUNTY, VIRGINIA

Approved as to form:

By: 


County Attorney

COX COMMUNICATIONS HAMPTON ROADS, LLC

By: 

EXHIBITS

Exhibit A: Local Government Buildings to be Provided Courtesy Cable Service

Exhibit B: Customer Service Standards

EXHIBIT A

**LOCAL GOVERNMENT BUILDINGS TO BE PROVIDED COURTESY CABLE
SERVICE**

EXHIBIT B
CUSTOMER SERVICE STANDARDS

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

SECTION 1. DEFINITIONS

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

SECTION 2. TELEPHONE AVAILABILITY

- A. **Local Office.** Grantee shall maintain a convenient local customer service and bill payment location that may be located either in the County, within a town or city located within the County, or within five (5) miles of the County border, where Subscribers can receive face-to-face service. The facility shall be adequately staffed in order to address customer inquiries, receive bill payments and perform equipment exchanges. The facility shall be open during Normal Business Hours. In addition, Grantee shall maintain at least one drop box within the Service Area for receiving Subscriber payments.
- B. The Franchisee shall maintain a toll-free Courtesy number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty (40) hours per week. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

- C. 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.
- D. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.
- E. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
- F. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.
- G. Under Normal Operating Conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds once the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

SECTION 3. INSTALLATIONS AND SERVICE APPOINTMENTS

- A. All installations will be in accordance with federal, state and local rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.
- B. The Standard Installation shall be performed within seven (7) business days after order has been placed. "Standard" Installations are those that are located up to two hundred fifty feet (250) from existing distribution system that does not require location of underground utilities and/or direct bore or trenching. If a Standard Installation requires above-ground temporary cables that do not jeopardize safety of life and property, cables shall be buried no later than forty-five (45) days after temporary installation in accordance with the National Electrical Code.
- C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

- D. The Franchisee may not cancel an appointment with a Subscriber after Normal Business Hours on the business day preceding the appointment. If Franchisee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, under Normal Operating Conditions the Subscriber will be contacted and the appointment rescheduled as necessary.
- E. Franchisee service representatives will have the ability to issue service credits, at Franchisee's sole discretion, to address customer complaints related to missed appointments.
- F. The Franchisee shall use due care in the process of installation and shall substantially restore the Subscriber's property to its prior condition. Such restoration shall be undertaken and completed within seven (7) business days after the damage is incurred, subject to exception for periods of *force majeure*.

SECTION 4. SERVICE INTERRUPTIONS AND OUTAGES

- A. The Franchisee shall notify James City County of any Significant Outage of the Cable Service.
- B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after James City County and each affected Subscriber in the Service Area have been given fifteen (15) business days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.
- C. Franchisee representatives who are capable of responding to Service Interruptions must be available to respond twenty-four (24) hours a day, seven (7) days a week.
- D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:
 - (1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.
 - (2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or James City County of a Cable Service Problem.

- E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.
- F. The Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.
- G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.
- H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.
- I. With respect to service issues concerning Cable Services provided to James City County facilities, Franchisee shall respond to all inquiries from James City County within six (6) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify James City County in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5. CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by James City County within five (5) business days. The Franchisee shall notify James City County of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) business days of the initial complaint. James City County may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions, which, in the

normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 6. BILLING

- A. Bills will be clear, concise and understandable. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items the Communications Sales and Use Tax, and/or other taxes or governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.
- B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date. Late fees shall not be assessed until the next billing cycle after the current bill has not been paid (*i.e.*, 30 days).
- C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.
- D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:
 - (1) The Subscriber pays all undisputed charges;
 - (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
 - (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
 - (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.
- E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.
- F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

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

SECTION 7. DEPOSITS, REFUNDS AND CREDITS

- A. The Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to the Franchisee, or 3) who rent Subscriber equipment from the Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment which the Franchisee would need to purchase to replace the equipment rented to the Subscriber.
- B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.
- C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).
- D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.
- E. Bills shall be considered paid when appropriate payment is received by the Franchisee or its authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8. RATES, FEES AND CHARGES

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

to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

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

SECTION 9. DISCONNECTION / DENIAL OF SERVICE

- A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.
- B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.
- C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.
- D. 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.

SECTION 10. COMMUNICATIONS WITH SUBSCRIBERS

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

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

- B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.
- C. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to James City County.
- D. All notices identified in this Section shall be by either:
 - (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
 - (2) A separate electronic notification.
- E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional charges (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups, disconnect fees or technical services charges. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to James City County including how and where the notice was given to Subscribers.
- F. The Franchisee shall provide information to all Subscribers and James City County about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:
 - (1) Products and Cable Service offered;
 - (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;
 - (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Billing and complaint procedures, including the name, address and telephone number of James City 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.

SECTION 11 CUSTOMER SERVICE-RATE AND SERVICE CHANGES

- A. Notices of changes in rates shall indicate the new rates and old rates, if applicable. Thirty (30) days written notice shall be given to both subscribers and James City County before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts
- B. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.
- C. Franchisee shall provide written notice to James City County and Subscribers of any increase in the price to be charged for the Basic Service Tier or associated equipment at least thirty (30) days before any proposed increase is effective. The notice should include the name and address of James City County.
- D. To the extent the Franchisee is required to provide notice of service and rate changes to subscribers, the franchisee may provide such notice using any reasonable written means at its sole discretion.
- E. Franchisee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or

charge of any kind imposed by any Federal agency, the State, or James City County on the transaction between the operator and the subscriber

**Cable Franchise Agreement by and
between James City County, Virginia and
Cox Communications, LLC, d/b/a Cox
Communications Hampton Roads**

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Cable Franchise Agreement

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the County of James City, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”) and Cox Communications Hampton Roads, LLC, a corporation duly organized under the applicable laws of the State of Delaware (“Cox”).

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

WHEREAS, the 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 to the Code of Virginia, Va. Code Ann. § 15.2-2108 and the James City County Cable Television Systems Ordinance, Chapter 5 of the James City County Code of Ordinances (the “Cable Ordinance”);

WHEREAS, Cox has constructed and operates a Cable System in the Franchise Area for the transmission of Cable Service;

WHEREAS, the Cable System occupies the Public Rights-of-Way within the County;

WHEREAS, the County and Cox 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 County’s grant of a franchise to Cox, Cox’s promise to provide Cable Service to residents of the Franchise Area pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement.

References in this section to any federal or state law shall include amendments thereto as may be enacted from time-to-time. In addition, the following definitions shall apply:

1.1. *Access Channel or PEG Access Channel*: A video Channel, which Cox shall make available to the County without charge for non-commercial PEG use for the transmission of video programming as directed by the County.

1.2. *Affiliate*: In relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service*: A Cable Service tier that includes (i) the retransmission of local television broadcast Channels and (ii) PEG Channels required to be carried in the basic tier.

1.4. *Cable Operator*: Any person or group of persons who provides Cable Service over a cable system and directly through one or more affiliates owns a significant interest in such cable system or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

1.5. *Cable Ordinance*: The James City County Cable Communications Ordinance.

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

1.7. *Cable System or System*: Cox's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, except that such term shall not include (i) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (ii) a facility that serves only Subscribers without using any Public Rights-of-Way; (iii) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201 *et seq.*, except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services (iv) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573; or (vii) any facilities of any electric utility used solely for operating its electric utility systems.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), meaning a portion of the electromagnetic spectrum which is

used in a cable system and which is capable of delivering a television channel, as defined by the Federal Communications Commission by regulation.

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

1.10. *County*: James City County, Virginia.

1.11 *Demarcation Point*: shall be a point agreed upon by Franchisee and the County up to twelve (12) inches inside the building wall and consistent with Franchisee's direction of approach to the building, consistent with the FCC's rules as of the Effective Date of this Franchise Agreement or as later amended. For purposes of EG upstream feeds, a Demarcation Point shall be the point at which the equipment owned by the EG origination site interconnects with Franchisee's wiring and electronics.

1.12. *Educational Access Channel*: Any Channel required by this Franchise Agreement to be provided by Cox to the County and set aside for non-commercial educational use.

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

1.14. *Force Majeure*: "Force majeure" means an event or events reasonably beyond the ability of the cable operator to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which the cable operator's facilities are attached or to be attached or conduits in which the cable operator's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.15. *Franchise Area*: The entire existing territorial limits of the County and such additional areas that may be included in the territorial limits of the County during the term of this Franchise.

1.16. *Franchisee or Cox*: Cox Communications Hampton Roads, LLC, and any lawful and permitted successors, assigns and transferees.

1.17. *Government Access Channel*: Any Channel required by this Franchise Agreement to be provided by Cox to the County and set aside for non-commercial government use.

1.18. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, that is actually received by Cox and derived from the operation of the Cable System to provide Cable Services in the Franchise Area; "Gross Revenue" shall not include: (i) refunds or rebates made to subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell merchandise; (iii) any tax, fee, or charge collected by Cox and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing;

(vi) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any affiliate or any other person in exchange for supplying goods or services used by Cox to provide Cable Service; and (viii) revenue derived from services classified as Non-Cable Services under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by Cox to Non-Cable Services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

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

1.20. *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.

1.21. *Normal Operating Conditions*: Those service conditions which are within the control of Cox, except during periods in which Force Majeure applies. Those conditions which are ordinarily within the control of Cox 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.

1.22. *PEG*: Public, educational, and governmental.

1.23. *PEG Provider*: Any entity designated by the County to operate one or more PEG Channels.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: Any Channel required by this Franchise Agreement to be provided by Cox to the County and set aside for use by the general public who are residents of the Franchise Area, including groups and individuals, and which is available for such use on a non-discriminatory and non-commercial basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are within the jurisdiction or control of the County.

Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

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

1.28. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Cox's express permission.

1.29. *Tap*: A passive device located on a pole or in a pedestal in the Public Right of Way that is installed on the main cable and that is the connection point for the cable drop to the customer premises.

1.30. *Transfer of the Franchise*: Any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations held by the Franchisee under the Franchise are transferred or assigned to another person or group of persons.

1.31. *Video Programming*: Programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Communications Act, the County hereby grants Cox the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. Nothing in this Franchise shall limit the rights of Cox to offer any service over its Cable System unless otherwise provided in federal, State, or County law. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This Agreement does not confer any rights other than as expressly provided herein or as mandated by federal, state or local law.

2.2. *Term*: The Franchise and this Franchise Agreement shall become effective at 12:01 a.m. on _____, 2021 (the "Effective Date") and shall expire at 12:01 a.m. on _____, 2031, unless the Franchise is earlier revoked or its Term shortened as provided herein, or unless the Franchise is renewed or extended by mutual agreement.

2.3. *Grant Not Exclusive*: The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the County reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not expressly alter or purport to alter the authority as granted under

this Franchise or expressly grant authority or purport to grant authority to interfere with existing physical facilities, including equipment, of the Cable System.

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

2.5. *No Waiver*:

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

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

2.6. *Construction of Agreement*:

2.6.1. Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545, or Virginia Code §§ 15.2-2108.19 – 2108.32.

2.6.2. *Precedence of Documents*: In the event of a conflict between a cable ordinance and this Agreement, this Agreement shall prevail. In the case of a conflict between the Cable ordinance and Virginia Code Sections 15.2-2108.19, et seq., the Virginia Code shall prevail, unless an otherwise applicable Virginia Code provision is preempted by federal law.

2.7. *Police Powers*: Cox's rights are subject to the police powers of the County to adopt and enforce ordinances of general applicability necessary to protect and preserve the health, safety and welfare of the public. Cox shall comply with all applicable general laws and ordinances enacted by the County pursuant to those powers. In the event of conflict between the Cable Ordinance (and any amendments thereto) and this Agreement, the Agreement shall control.

2.10. *Delegation of Rights, Powers, and Duties*: Any delegable right, power, or duty of the County under the Cable Ordinance or the Franchise may be transferred or delegated to an appropriate officer, employee, or department of the County.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area*:

3.1.1. *Density Requirement:* The Franchisee shall extend the Cable System whenever the Franchisee receives a request for Cable Service from a potential Subscriber and there is an average of at least twenty (24) dwelling units per mile along a line extension route to the subscriber's residence, measured in linear trench or aerial strand footage along the Public Right-of-Way. The distance shall be measured beginning at the Tap of the then-existing Cable System that is closest to the address requesting service (the "Starting Point"), and ending at the point on the Public Right-of-Way nearest to the point where the requesting potential Subscriber's route of vehicular ingress or egress contacts the public right-of-way (the "End Point"). For purposes of this section, a house, apartment unit, or other residence shall only be counted as a "dwelling unit" if it is occupied and the point of cable access is located within 300 feet of the Public Right-of-Way.

3.1.2 *Service Drops:* The Franchisee shall extend its Cable System to potential Subscribers at no cost to said potential Subscribers other than the Franchisee's standard charge for a standard service drop (the "Standard Installation Fee"), provided that, if the point at which electric utility facilities enter the building (the "Entry Point") is located more than 250 feet from the Tap installed to serve that Subscriber, the Franchisee may charge an installation fee equal to the Standard Installation Fee, plus the actual cost of construction (defined as time and materials with a reasonable allocation for administrative costs) of Cable System facilities in excess of the 250 foot distance.

3.1.3. *Cost Sharing:* If the conditions of Sections 3.1.1 are not met, the Franchisee shall only be required to extend the Cable System if the Subscribers in and area requesting Cable Service are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction including the actual cost of material, design, labor and easements. Subscribers who request service hereunder shall bear the construction costs on a pro rata basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by potential subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. The Franchisee shall make Cable Service available to any commercial establishment in the County that requests such service, provided that each such establishment enters into a separately negotiated contract with the Franchisee.

3.3. *Cable Service to Public Facilities:*

3.3.1. Subject to the terms of this Section 3.3, Cox shall install upon request a service outlet at each facility occupied by a public office or agency in the County, to include without limitation County government agencies, recreation centers, fire stations, police stations, sheriff's offices, public schools, public libraries, and any other local government building as shall be designated by the County from time to time (each, a "Public Facility") that (i) is within the Franchise Area, and (ii) Cox is granted access rights. The County shall secure any necessary right of entry required for Cox to install its facilities. Cox shall maintain, at no charge, a service outlet at each of the existing Public Facilities listed on Exhibit A. In addition, subject to subsection 3.3.2 below, within one hundred eighty (180) days after receiving a written request from the County for Cable Service to a Public Facility not currently served by

Cox ("New County Facility Service Request"), Cox shall install and maintain a service outlet at each new Public Facility, as designated by the County from time to time.

3.3.2. If a new Public Facility is located within two hundred fifty (250) feet of the Public Rights-of-Way, then Cox shall bear the cost of installation so long as such additional Public Facilities do not exceed five (5) per calendar year. If such a Public Facility is located more than two hundred fifty (250) feet from the Public Rights-of-Way, then the County shall reimburse Cox for the difference between the actual cost of installation and the actual cost of constructing facilities to serve up to two hundred fifty (250) feet from the Public Rights-of-Way. At the time Basic Service is provided as a result of a New County Facility Service Request, if Cox elected to install facilities for the purpose of serving subscribers other than the government users located at such new Public Facility, then the County will be responsible for reimbursing Cox only for the County's *pro rata* share of the cost of construction to such new Public Facility.

3.3.3. If County-owned conduit suitable for the placement of Cox's facilities exists along any portion of a route capable of extending service to a Public Facility, and the County determines that it has conduit capacity available in excess of its likely needs for the foreseeable future, the parties shall meet in good faith to discuss the use of such conduit. Unless otherwise prohibited by law, Cox may agree to use such conduit and the County may make such conduit available to Cox on a sole-use basis if such use would lower the cost of installation of Cox's facilities needed to serve a Public Facility that is more than two hundred fifty (250) feet from the Public Rights-of-Way. If suitable County-owned conduit is available to Cox on a sole-use basis and the use of such conduit would reduce the cost of construction to serve a Public Facility, but Franchisee elects not to use such conduit, any amount that the County would be required to pay pursuant to Section 3.3.2 above shall be reduced by the amount by which the use of County conduit would reduce the total cost of the project.

3.3.4. Cox shall provide Basic Service to each Public Facility.

3.3.5. There shall be no charge to the County or other entity or agency receiving service at a Public Facility for the cost of Basic Service, except for equipment costs as provided for in this section. There shall be no charge to the County or other entity or agency receiving service at a Public Facility for the cost of installation or the cost of maintenance except as provided in this Section 3.3. There also shall be no charge to the County or other entity or agency receiving service at a Public Facility for the cost of one converter or digital transport adapter at each such Public Facility.

3.3.6. The cost of inside wiring, additional drops or outlets, or additional converters or digital transport adapters requested by the County within these Public Facilities, including those drops, outlets, or digital transport adapters in excess of those currently installed, are the responsibility of the County. The County or any public body responsible for managing a Public Facility may, at its expense, extend or install suitable wiring to permit Cable Service to be provided at multiple locations within the Public Facility. Should the County relocate one or more County Departments from an existing Public Facility to a new, different, or expanded Public Facility, the County may, at no additional cost, move its currently-installed digital transport adapters to such new, different, or expanded Public Facility. Cox agrees to reprovision any converters and digital transport adapters to their new locations at no charge. Cox may charge for any new wiring or installation required by County as a result of a relocation of a converter or digital transport adaptor. In addition, the County may request that the Franchisee install sufficient capacity and suitable equipment to ensure that all signals are provided at such additional outlets with sufficient strength to supply the entire Public Facility, taking into account the number of outlets to be served, the distance signals will be transported, and all technical factors necessary to ensure that all outlets

receive a suitable signal. Upon Franchisee's request, the County shall provide specifications for serving a Public Facility in writing to the Franchisee. In constructing all facilities required under this Section 3.3.6, the Franchisee shall ensure that it meets the County's actual needs at each location. If meeting the County's needs for delivery of a suitable signal imposes costs on the Franchisee beyond the costs the Franchisee would bear in the absence of such requirements, the Franchisee may require that the County reimburse the difference, subject to Sections 3.3.2 and 3.3.3 hereof. Cox shall not be responsible for any violations of FCC technical standards on the County's side of the Demarcation Point. After reasonable notice under the circumstances, Cox may temporarily disconnect its service to a County site that does not correct such violations of FCC technical standards until such time as such violations are corrected.

4. SYSTEM FACILITIES

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

4.1.1. The System shall be designed with a minimum analog and/or digital carrier passband between 50 and 750 MHz.

4.1.2. 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.

4.1.3. Modern design utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the term of the Agreement.

4.1.4. Protection against outages due to power failures, so that back-up power is available at a minimum for at least 24 hours at the headend, and conforming to industry standards, but in no event rated for less than four hours, at each node. Such standby power supplies shall cut in automatically on failure of commercial utility AC power, and revert automatically to commercial power when it is restored.

4.1.5. Facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Section 4.1.18.

4.1.6. Facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.

4.1.7. All facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

4.1.8. 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.

4.1.9. All facilities and equipment designed, built and operated in compliance with all applicable safety codes.

4.1.10. Sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel required to enable Cox to substantially comply with applicable law and its obligations under this Agreement, including applicable customer service standards.

4.1.11. All facilities and equipment required to properly test the Cable System in accordance with applicable law, conduct an ongoing and active program of preventive maintenance and quality control, and to be able to quickly respond to customer complaints and resolve system problems.

4.1.12. Design capable of interconnecting with other cable systems in the Franchise Area as set forth in Section 4.3 of this Agreement.

4.1.13. Facilities and equipment at the headend shall allow Cox to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration in the content and functionalities associated with the signal. For example, the headend should include equipment that will transmit color video signals received at the headend in color, stereo audio signals received at the headend in stereo, and a signal received with a secondary audio track with both audio tracks. Similarly, all closed-captioned programming retransmitted over the Cable System shall include the closed-captioned signal in a manner that renders that signal available to Subscriber equipment used to decode the captioning.

4.1.14. Shall be capable of transmitting in high definition any Channels that are received in high definition format. Actual carriage of any such high definition Channels other than Access Channels will be at Cox's sole discretion.

4.1.15. Shall offer parental control options, which will at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by Cox only to a Subscriber. Provided, however, that Cox shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

4.1.16. The provision of additional channels, channel capacity, and/or upgrades of any kind to the Cable System is solely within the control and discretion of Cox.

4.1.17. With the exception of any PEG Channels, all content and programming of Cable Services, including the mix, level, and/or quality of such content and programming, remains in the sole discretion of Cox.

4.1.18. The Cable System must conform to or exceed all applicable FCC technical performance standards, as amended from time to time, 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 and applicable industry procedures:

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

4.1.18.2. National Electrical Code;

4.1.18.3. National Electrical Safety Code (NESC);

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

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

4.1.18.6. The Virginia Uniform Statewide Building Code.

4.2. *General Description*: The Cable System shall meet or exceed applicable FCC's technical standards (Subpart K of Part 76 of the FCC's Rules).

4.3. *Interconnection*: Cox 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.

4.4. *Emergency Alert System*: Cox shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

4.5. *Restoration of Property*: Cox shall promptly repair and restore, to as good a condition as reasonably practicable before the work causing such disturbance was done, any and all Public Rights-of-Way and public or private property that is disturbed or damaged during the construction, operation or maintenance of the Cable System. Any restoration of non-commercial private property by Cox shall be done in accordance with Cox's contractual obligations to affected landowners, except to the extent that any such contractual obligations conflict with the requirements of this section. If Cox fails to restore or repair Public Rights-of-Way or public property that has been damaged or is disturbed within thirty (30) days, the County may perform the necessary repairs and restoration, and submit an invoice for said expense. If payment is not made within thirty (30) days, the County may obtain reimbursement from the letter of credit provided pursuant to Article 12.

4.6. *Relocation of Facilities*: In the event that a location or a grade, line, or other characteristic of a portion of the Public-Rights-of-Way that Cox is authorized to use or occupy is altered by the County for the purpose of a public works project that requires the relocation of all users of the Public Rights-of-Way, Cox shall, at its sole expense, relocate or otherwise modify its Cable System to as to conform to the new location of the new grade, line or other right-of-way characteristic. If the County controls public funds from any source that are available to any other user of the Public Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the County shall notify Cox of the availability of such funding and make such funds available on an equal basis to Cox. It is understood that there is no guarantee by the County that public funds will, in every instance, be available to defray costs of altering or relocating the cable system to conform to new grades or lines. In addition, Cox shall obtain a relocation deed, if required by law. All relocation costs of the Cable System for any other purpose shall be paid by the entity requesting the relocation of the Cable System.

5. PEG SERVICES

5.1 Access Channels:

5.1.1 Franchisee, at no charge to the County, shall provide three (3) Access Channels. The Access Channels shall be placed on Franchisee's Basic Service Tier. As of the Effective Date, the standard definition EG Channels are located on Channels 46, 47, and 48. Franchisee may, upon written request to County, which shall not be unreasonably denied, utilize any Access Channel for programming when it is not scheduled for EG use. County and Franchisee shall establish rules and procedures for such alternative use by Franchisee in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

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

5.1.3 Cox shall continue to make available to all Subscribers on the Cable System three (3) High Definition Channels for PEG access use. Cox shall continue to own the channels and will provide downstream transmission of such Access Channels on its Cable System at no charge to the County or other PEG access programmers.

5.1.4 As of the Effective Date, one of the three Access Channels set aside pursuant to Section 5.1.1 shall be used by the County government, a second Access Channel shall be used by the James City County Schools, and a third may be designated for use by a public access organization approved by the Board of Supervisors.

5.1.5 All PEG Access Channels required by subsections 5.1.1 or 5.1.3 shall be provided on the Basic Service tier, unless the County and Cox otherwise mutually agree in writing.

5.1.6 The existing PEG Access Channels shall be carried on the channel numbers assigned to them in Exhibit B. Thereafter, PEG Access Channel assignments may be changed at the discretion of Cox. PEG Access Channel assignments shall be the same throughout the County. If Cox decides to change the channel designation for any of the PEG Access Channels, it must provide at least thirty (30) days prior written notice to the County, and shall reimburse the County, and/or designated PEG Providers for the reasonable costs incurred by the County or other designated PEG Providers, including, but not limited to, logo modifications, stationery, promotion, and advertising, not to exceed \$2,500 per channel change.

5.1.7 PEG Interconnection:

5.1.7.1. Cox shall design its Cable System so that it is capable of interconnecting with other like networks (including but not limited to wireless systems) at suitable locations as determined by Cox. Interconnection capabilities shall be provided for the exchange of all PEG signals. Such interconnection shall preserve the quality of the PEG signals so that there is no significant degradation between the signals as received by Cox and the signals as transmitted to the interconnecting system. Cox shall not interfere with the ability of any other cable operator holding a franchise issued by the County ("Competing Operator") to obtain the content of any of the programming on the PEG Channels, nor shall Cox object to the transmission of the PEG Access Channel signals by any Competing Operator.

5.1.7.2. Cox will continue to interconnect in real time with Community Video Center, 1114 Ironbound Road, Williamsburg, Virginia 23188 and Board of Supervisors Video Control Room at 101 Mounts Bay Road, Williamsburg, Virginia 23185 or other mutually agreed upon location, for the purpose of ensuring carriage of the Government, Educational, and Public Access Channels. Nothing in this Agreement shall determine the extent to which Cox or the interconnecting system shall bear these or future costs of interconnection.

5.1.8 *Management of Channels:* The County may designate one (1) or more entities, including a non-profit access management corporation, to manage the use of one or more of the PEG Access Channels.

5.1.9 *Technical Standards:* The PEG Access Channels shall be carried in compliance with all applicable FCC rules. All PEG Access Channels shall meet the same technical standards applicable to the commercial channels carried on the Basic Tier, provided that Cox shall not be responsible for the production quality of PEG access programming. In addition, in the event the County desires to implement additional functionality on one or more of the PEG Access Channels comparable to additional functionality available on any other channel on the Basic Service tier, Cox shall cooperate with the County to make such functionality available, provided that implementation of such functionality does not require the use of additional capacity on the System, or impose any cost on Cox. If Cox makes changes to the Cable System that require improvements to PEG access facilities and equipment, Cox shall make any necessary changes to Cox's headend and distribution facilities or equipment within thirty (30) days so that PEG access facilities and equipment may be used as intended in this Agreement. Nothing in this Section shall require Cox to provide PEG Access Channels in high definition or other advanced display standard.

5.1.10 *Costs and Payments Not Franchise Fees:* The parties agree that any costs to Cox associated with the provision of support for PEG access pursuant to this Franchise Agreement, and any PEG payments made to the County under, pursuant to or outside of this Agreement, do not constitute and are not part of a franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

5.1.11 *Editorial Control:* Except as expressly permitted by federal law, Cox shall not exercise any editorial control over the content of programming on the PEG Access Channels (except for such programming as Cox may cablecast on such PEG Access Channels).

5.1.12 *Return Feed from PEG Origination Facilities:*

5.1.12.1. Cox shall maintain the existing fiber optic links and provide the necessary encoding and decoding equipment and support necessary for the transmission of PEG access video signals from Community Video Center, 1114 Ironbound Road, Williamsburg, Virginia 23188 and Board of Supervisors Video Control Room at 101 Mounts Bay Road, Williamsburg, Virginia 23185 or other mutually agreed upon location.

5.1.12.2. At the County's request, if any existing or future origination site designated pursuant to this Section is moved or replaced to a location within the Franchise Area, Cox shall construct and maintain a new fiber-optic link to the new location, including, without limitation, installing new facilities, moving terminal equipment, and splicing fiber, as necessary. Subject to and except as otherwise provided in Section 5.1.12.4, the cost of installing any new link, including fiber construction and

the necessary encoder and decoder required for the transmission of the PEG access video signal, shall be borne by the County. After construction of a new link, Cox shall bear the cost of maintenance.

5.1.12.3. The Franchisee shall monitor the PEG Access Channels and the fiber optic return links provided pursuant to this Section 5.1.12 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.

5.1.12.4. Within sixty (60) days after receiving a request from the County for the construction of any of the fiber links required by Section 5.1.12.2 (each, a “PEG Origination Link”), the Franchisee shall provide the County with a detailed written construction estimate of such costs, with sufficient explanation and supporting material to allow the County to verify the accuracy of the Franchisee’s calculations. The construction estimate shall consist of the Actual Cost of the requested PEG Origination Link. For purposes of this section, “Actual Cost” means the direct cost to the Franchisee of materials and labor necessary to perform design, installation and construction of the requested PEG Origination Link and related facilities. If requested, the Franchisee shall in good faith discuss the specifics of such estimate and less costly alternatives, if any, with the County.

5.1.12.5. If the County chooses to proceed with the project, The County may direct the Franchisee to construct the PEG Origination Link within twelve (12) months of a written request to proceed with the project, provided that the County or the entity to be served by the proposed PEG Origination Link shall pay the Franchisee the Actual Cost of the PEG Origination Link.

5.1.12.6. After construction of a PEG Origination Link, the Franchisee shall bear the cost of maintenance. Franchisee reserves the right to pass through costs related to PEG Access return line maintenance to Subscribers in accordance with applicable law.

5.1.12.7. If County-owned conduit suitable for the placement of the Franchisee’s facilities exists along any portion of a route between a PEG origination facility and the Franchisee’s headend, and the County determines that it has conduit capacity available in excess of its likely needs for the foreseeable future, the parties shall meet in good faith to discuss the use of such conduit. Unless otherwise prohibited by law, the Franchisee may agree to use such conduit and the County may make such conduit available to Cox on a sole-use basis if such use would lower the cost of installation of Franchisee’s facilities. If suitable County-owned conduit is available to Cox on a sole-use basis and the use of such conduit would reduce the cost of construction to serve a PEG origination facility, but Franchisee elects not to use such conduit, any amount that the County or a PEG entity would be required to pay pursuant to Section 5.1.12.5 above shall be reduced by the amount by which the use of suitable County conduit would reduce the total cost of the project.

5.2. PEG Grant:

5.2.1. *Annual Capital Grant:* As of the Effective Date of this Agreement, the amount of the PEG Grant is set at zero cents (\$0.00). If separately approved by the Board of Supervisors and upon providing ninety (90) days written notice to Cox, Cox, upon request of the County pursuant to the terms herein, shall provide an annual grant to the County to be used in support of the production of local PEG programming (the “Annual PEG Access Capital Grant”). Such grant may be used by the County, in its sole discretion for (i) PEG access equipment, including, but not limited to, studio and portable production

equipment, editing equipment and program playback equipment; and (ii) renovation or construction of PEG access facilities.

5.2.2. *Amount of Grant:* The Annual PEG Access Capital Grant provided by Cox hereunder may be up to forty-five cents (\$0.45) per month, per Subscriber in the Franchise Area. The Annual PEG Access Capital Grant payment, along with a brief summary of the Subscriber information and any supporting back-up information upon which it is based, shall be delivered to the County within sixty (60) days after the beginning of each calendar year during the Franchise Term. Calculation of the Annual PEG Access Capital Grant will commence with the first calendar month after the Effective Date.

5.3. *Itemization:* To the extent permitted by federal law, Cox shall be allowed to externalize, itemize or pass through the costs of the Annual PEG Access Capital Grant or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Cox may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6. FRANCHISE FEES

6.1. *Communications Tax:* Cox shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), and Section 6.2 of this Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 542, as amended, is imposed on the sale of cable services by Cox to subscribers in the County.

6.2. *Payment of Franchise Fee to County:* In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 542, as amended, and a franchise fee continues to be allowed pursuant to 47 U.S.C. § 542, Cox shall pay to the County a Franchise fee of five percent (5%) of annual Gross Revenue, or such other amount as may then be allowed under federal law, beginning on the Effective Date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Section 6.2 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise 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 Cox submit an incorrect amount, Cox shall be allowed to add or subtract that amount in a subsequent quarter, but no later than one hundred twenty (120) 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 6.2.1.

6.2.1. *Supporting Information:* Within fifteen (15) days after submitting each Franchise fee payment, Cox shall deliver to the County a brief report in the form of and containing the information required by Exhibit D, prepared by a representative of Cox, showing the basis for the computation. The County shall have the right to reasonably request further supporting information for each Franchise fee payment.

6.2.2. *Limitation on Franchise Fee Actions:* The period of limitation for recovery of any Franchise fee payable hereunder shall be three years from the date on which payment by Cox is due.

6.2.3. *Bundled Services:* If Cox bundles Cable Service with non-Cable Service, Cox agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement. In the event that Cox or any Affiliate shall bundle, or combine Cable Services (which are subject to the franchise fee) with non-Cable Services (which are not subject to the franchise fee), so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, a *pro rata* share of the revenue received for the bundled, or combined services shall, to the extent reasonable, and in a manner consistent with GAAP be allocated to gross revenues for purposes of computing the franchise fee. To the extent there are published charges and it is reasonable, the *pro rata* share shall be computed on the basis of the published charge for each of the bundled, tied, or combined services, when purchased separately. However, the parties agree that there may be exceptions such as equipment or tariffed telecommunications services that cannot be discounted under state or federal law or regulations are excluded from the bundled allocation obligations in this section.

6.3. *Payment of PEG Access Capital Grant:* Cox shall provide with each payment of the PEG Access Capital Grant information supporting its calculation of the PEG Access Capital Grant payment, including both a statement of the number of subscribers for any applicable period, and documentation demonstrating the accuracy of the number of subscribers used in the computation. The County shall preserve the confidentiality of such information to the extent permitted by applicable law.

7. VIRGINIA COMMUNICATIONS SALES AND USE TAX AND FCC 621 ORDER

7.1 *Complimentary Service:* The County and Franchisee agree that Franchisee's provision of Basic Cable Service and the next highest level of Cable Service generally available to all Subscribers (currently known as TV Essential service, or its successor tier), the equipment needed to receive such services, the connections listed in Section 3.3, and the maintenance of the PEG transport links provided pursuant to Section 5.1 are "Complimentary Service." The fiber optic PEG transport links provided pursuant to Section 1 and the channel capacity dedicated for use as the Access Channels 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 one hundred twenty (120) days' written notice to the County, subject to the County's right to continue to receive the any or all of the Complimentary Services at a cost not to exceed Franchisee's marginal cost, as provided in Section 7.3.

7.2 *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 one hundred twenty (120) days' prior written notice. Such offsets shall be on similar terms and conditions as other localities served by the Franchisee in the Hampton Roads region and where Franchisee is legally authorized to impose said offset.

7.3 County Options: The County shall have 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 7.2. The County also shall have the option of (1) requesting that Franchisee apply a nondiscriminatory charge, not to exceed Franchisee's marginal cost of providing the respective Complimentary Service (the "Marginal Cost Charge"), as an offset against its franchise fee payments; or (2) paying Franchisee the Marginal Cost Charge directly. The Franchisee shall provide the County with all the calculations and supporting information used by Franchisee in calculating the Marginal Cost Charge of any Complimentary Service at least sixty (60) days before imposing any such charge, and shall respond promptly to requests for information from the County regarding such calculations and information. Franchisee and County do not waive any rights under applicable law regarding Complimentary Service.

7.4 FCC 621 Order: In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed as to the proper treatment of complimentary cable services, whether as a result of a subsequent FCC order, a final non-appealable court decision, or federal legislation, within thirty (30) days of the result becoming final Franchisee will discontinue any charges for Complimentary Service, and provide such services to the County free of charge. Any additional levels of cable service, outlets, or service locations ordered by the County shall continue to be subject to regular non-discriminatory market rates.

8. CUSTOMER SERVICE

8.1. Definitions:

8.1.1. Complaint: Any written or verbal contact with Cox in connection with a subscription or Cox's Cable System in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within Cox's control; and (2) requires a corrective measure on the part of Cox. Notwithstanding the foregoing, any contact from a Subscriber that is resolved in the course of a telephone call so that Cox does not subsequently have to perform any corrective action shall not be deemed a "Complaint."

8.1.2. Respond: Cox's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

8.1.3. Service Call: The action taken by Cox to correct a Service Interruption, or to perform other maintenance, repair, or adjustment requested by a Subscriber (but not including installation), the effect of which is limited to an individual Subscriber.

8.1.4. Significant Outage: A Significant Outage shall mean any loss of picture or sound on one or more Channels lasting at least four (4) continuous hours that affects at least two thousand five hundred (2,500) Subscribers in the County.

8.1.5. Standard Installation: Installations where the subscriber is within 250 feet of trunk or feeder lines.

8.2. Telephone and Office Availability:

8.2.1. *Local Office:* Cox shall maintain an office at a convenient location in the James City County region, which shall be open during Normal Business Hours to allow Subscribers to request service, pay bills, exchange equipment, and conduct other business.

8.2.2. *Telephone Inquiries:* Cox shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Cox representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries during Normal Business Hours. Cox representatives shall identify themselves by name when answering this number.

8.2.3. *Cox's Telephone Number:* Cox's toll-free telephone numbers will appear on subscriber bills and Cox's website.

8.2.4. Telephone Answering Method:

8.2.4.1. Cox may at its sole discretion use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

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

8.2.5. *Telephone Answering Standards:* Under Normal Operating Conditions, calls received by Cox shall be answered within thirty (30) seconds. Cox 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 quarterly basis. Measurement of this standard shall include all calls received by Cox at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting. If a call needs to be transferred, transfer time shall not exceed thirty (30) seconds. This standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

8.2.6. *Busy Signals:* Under Normal Operating Conditions, callers to Cox shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter, as measured on a quarterly basis.

8.3. Installations and Service Appointments:

8.3.1. *Compliance with Law:* All installations will be in accordance with applicable law, 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 Cox-supplied equipment and Cable Service.

8.3.2. *Standard Installations:* Standard Installations shall be performed within seven (7) business days after an order is placed. Under Normal Operating Conditions, Cox shall meet this standard for no less than ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.

8.3.3. *Time for Performing Service Calls:* Cox shall perform Service Calls, installations, and disconnects at least during Normal Business Hours. Cox shall not cancel a service or installation appointment after the close of business on the business day preceding the appointment. Cox will offer Subscribers “appointment window” alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless Cox deems it appropriate to begin earlier by location exception. At Cox’s discretion, Cox 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. If at any time an installer or technician believes it impossible to make a scheduled appointment time, an attempt to contact the customer will be made prior to the end time of the appointment window and the appointment scheduled at a time convenient to the customer, if rescheduling is necessary. It is Cox’s burden to prove it met an appointment.

8.4. *Service Interruptions and Outages:*

8.4.1. *Notice of Unplanned Outage:* If Cox becomes aware of an unplanned Significant Outage, Cox shall promptly notify the County of the Significant Outage. The County shall provide Cox with a single point of contact telephone number and email address to be used by Cox in notifying the County.

8.4.2. *Planned Outages:* Cox shall exercise commercially reasonable efforts to limit any planned Significant Outage necessary 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, Cox may schedule 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 have been given fifteen (15) days prior notice of the planned Significant Outage. Notwithstanding the foregoing, Cox may perform modifications, repairs and upgrades to the System without prior notification between 12.01 a.m. and 6 a.m., which may interrupt service.

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

8.4.4. *Time for Response:* Under Normal Operating Conditions, Cox must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within twenty-four (24) hours, including weekends, of receiving the Subscriber’s call.

8.4.5. *Completion of Work:* Under Normal Operating Conditions, Cox shall use best efforts to complete Service Calls within seventy-two (72) hours of the time Cox commences to Respond to the Service Interruption or other request for a Service Call, not including situations where the Subscriber is not reasonably available for a Service Call.

8.4.6. *Performance Standard:* Under Normal Operating Conditions, Cox shall meet the standard in Subsection 8.4.5 of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

8.4.7. *Credit for Loss of Service:* Under Normal Operating Conditions, Cox 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 Cox to verify the problem if requested by Cox. 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.

8.4.8. *Credit for Outage:* Under Normal Operating Conditions, if a Significant Outage affects all Cable Services for more than twenty-four (24) consecutive hours, Cox 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. If a Significant Outage occurs during a period when Normal Operating Conditions do not apply, Cox may exercise its own discretion in deciding whether to issue credits for the Significant Outage. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the Significant Outage. Notwithstanding the foregoing, if Cox has issued an automatic credit to affected Subscribers but inadvertently fails to issue a credit to one or more Subscribers entitled to the credit, the County shall not find Cox to be in violation of this requirement if the number of Subscribers who did not receive the credit is *de minimis* and Cox offers the credit promptly upon being notified of the error.

8.5. *Customer Complaints:* Under Normal Operating Conditions, Cox shall (i) investigate Subscriber complaints referred by the County within five (5) days; (ii) resolve Subscriber complaints referred by the County within thirty (30) days; (iii) provide a response as to the complaint resolution to the Subscriber; and (iv) provide notice to the County upon resolution of a referred complaint. Cox shall ensure that all such referred complaints are treated by the responsible Cox personnel as priority, until they are resolved. Cox shall notify the County of those matters that necessitate an excess of thirty (30) days to resolve. The County may require reasonable documentation to be provided by Cox to substantiate the request for additional time to resolve the problem. For purposes of this Section, “resolve” means that Cox shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer’s complaint and advise the Customer of the results of that investigation.

8.6. *Billing:*

8.6.1. *Content of Bills:* Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Cox shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees,

Franchise related costs, taxes and/or other governmentally imposed fees. Cox shall maintain records of the date and place of mailing of bills.

8.6.2. *Payment Due Date:* Every Subscriber with a current account balance sending payment directly to Cox shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

8.6.3. *Notice of Due Date:* A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Section 8.6.2 above.

8.6.4. *Billing Disputes:* 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 Cox in writing within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

It shall be within Cox's sole reasonable discretion to determine when the dispute has been resolved.

8.6.5. *Billing Complaints:* Under Normal Operating Conditions, Cox 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.

8.6.6. *Contact Information:* Cox shall provide a toll-free telephone number and address on the bill for Subscribers to contact Cox.

8.6.7. *Bill Inserts:* Cox shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the County upon written request.

8.6.8. *Method of Payment:* Cox shall provide all Subscribers with option of paying for Cable Service by such means as credit card, by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Based on credit history, at the option of Cox, the payment alternative may be limited.

8.7 *Deposits, Refunds and Credits:*

8.7.1. *Deposits:* Cox may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Cox, or 3) who rent Subscriber equipment from Cox, so long as such deposits are applied on a non-discriminatory basis and the amounts of such deposits are established in accordance with applicable law.

8.7.2. *Refunds and Credits:* Cox shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history,

after one year and provided the Subscriber has demonstrated good payment history during this period. Cox shall pay interest on other deposits if required by law.

8.7.3. *Timing of Refunds:* 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).

8.7.4. *Timing of Credits:* 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.

8.7.5. *Receipt of Payment:* Bills shall be considered paid when appropriate payment is received by Cox or its authorized agent. Appropriate time considerations shall be included in Cox's collection procedures in accordance with applicable law to assure that payments due have been received before late notices or termination notices are sent.

8.8. *Rates, Fees and Charges:*

8.8.1. *Late Fees:* Cox 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 Cox's plant or 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 Cox equipment incorrectly), failure of Subscriber-owned equipment, or by the failure of the Subscriber to take reasonable precautions to protect Cox's equipment (for example, a dog chew).

8.8.2. *Notice of Late Fee:* Cox shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

8.9. *Disconnection / Denial of Service:*

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

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

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

8.10. *Communications with Subscribers:*

8.10.1. *Identification of Cox Personnel:* All Cox personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of Cox shall wear a clearly visible identification card bearing their name and photograph. Cox shall make reasonable effort to account for all identification cards at all times. In addition, all Cox representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of Cox and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Cox vehicles shall have Cox's logo plainly visible. The vehicles of those contractors and subcontractors working for Cox shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to Cox.

8.10.2. *Contacts with Subscribers:* All contact with a Subscriber or potential Subscriber by a Person representing Cox shall be conducted in a courteous manner.

8.10.3. *Notice of County's Role in Complaint Process:* Cox shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Cox may be referred to the County.

8.10.4. *Form of Notice:* All notices identified in this Section shall be by either:

- (1) A separate document that is either mailed directly to the customer, included with a billing statement, or included on the portion of the monthly bill that is to be retained by the Subscriber; or
- (2) A separate electronic notification.

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

8.10.6. *Annual Notice to Subscribers:* In accordance with applicable law, Cox 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 Section 8.10.5, at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of Cox:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by Cox 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 Cox about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Cox practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of Cox's office to which complaints may be reported.

Where reasonably possible Cox shall give the County advance copies of the notices required in this subsection prior to distribution to subscribers if the reason for notice is due to a change that is within the control of Cox and as soon as possible if not within the control of Cox.

8.10.7. *Content of Notice of Rate Changes:* Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

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

8.10.9. *Termination Notices:* 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 Cox where the Subscriber can receive additional information about their account and discuss the pending termination.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to Cox, the County shall have the right to inspect and copy Cox's books and records pertaining to Cox's provision of Cable Service in the Franchise Area, to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Cox may organize the necessary books and records for appropriate access by the County. Cox shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Notwithstanding

anything to the contrary set forth herein, Cox shall not be required to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. Cox shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551. Books and records shall be accorded confidential treatment to the extent provided by and in accordance with Section 9.4 hereof.

9.1.1. *Voluminous Materials.* Books and records shall be made available at Cox's office in the County during Normal Business Hours, or at such other reasonable time and place as the parties may agree, including electronic submission. If any books, records, maps or plans, or other requested documents are too voluminous, or for security reasons cannot be copied and moved, then Cox may request that any inspection take place at some other location, provided that (1) Cox shall make necessary arrangements for copying documents selected by the County after review; and (2) electronically transmitting said documents to the County.

9.1.2. *Audit Provision:* The County shall have the right to conduct an audit or review of the books and records of Cox under the procedures specified in Section 9.1 of this Agreement for purposes of verifying and recomputing any amounts determined to be payable by Cox to the County under this Agreement, including, without limitation, the PEG Capital Grant. Cox shall bear the County's reasonable expenses of any such audit or review performed by a qualified, independent third-party expert, up to a maximum of seven thousand five hundred dollars (\$7,500), if such audit or review discloses an underpayment by Cox of more than three percent (3%) of any quarterly payment and five thousand dollars (\$5,000) or more. The County shall not conduct such an audit or review of Cox more frequently than once every twenty-four (24) months. The County shall have no more than five (5) years from the time Cox delivers a payment to initiate an audit or review of that payment pursuant to this Section 9.1.2. In the event that Cox disputes any underpayment discovered as the result of an audit or review conducted by the County, the County shall work together with Cox in good faith to promptly resolve such dispute. The County and Cox maintain all rights and remedies available at law regarding any disputed amounts.

9.2. *Records Required:* Cox shall at all times maintain:

9.2.1. Records of unplanned Significant Outages for a period of four (4) years after occurrence, indicating date, duration, area, cause and the number of Subscribers affected;

9.2.2. Records of service calls for repair and maintenance for a period of four (4) years after resolution by Cox, 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; and

9.2.3. Records of installation/reconnection and requests for service extension for a period of four (4) years after the request was fulfilled by Cox, indicating the date of request, date of acknowledgment, and the date and time service was extended.

9.3. *Maps:* Upon fifteen (15) days' written notice, Cox shall make updated, as-built design maps of the Cable System available for examination by the County at Cox's regional office, or at another mutually acceptable location. The Franchisee shall also provide the County with updated strand maps of the Cable System at the following times: (i) within thirty (30) days of the Effective Date of this Agreement;

(and (ii) annually, within thirty (30) days after written request from the County. Such strand maps shall be provided in a CAD (computer-aided design) or other electronic format approved by the County, such as ESRI or AutoCAD. Maps shall be accorded confidential treatment to the extent provided by and in accordance with Section 9.4 hereof.

9.4. Proprietary and Confidential Information: Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. Except as otherwise required by applicable law, including without limitation the Virginia Freedom of Information Act, the County shall treat any information disclosed by Franchisee as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

10. INSURANCE AND INDEMNIFICATION

10.1. Insurance:

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

10.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Cox's Cable Service business in the County.

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

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

10.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) policy limit.

10.1.2. The County shall be designated as additional insured under each of the insurance policies required in this Article 9 except Workers' Compensation and Employers' Liability Insurance.

10.1.3. Cox shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

10.1.4. All policies shall be issued by companies qualified to write insurance in the Commonwealth of Virginia and which maintain throughout the policy term a general rating of A-VII and a financial size category of "A:X" as determined by AM Best Rating Company.

10.1.5. Cox shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days after the Effective Date, and upon written request thereafter.

10.2. *Indemnification:*

10.2.1. Cox agrees to indemnify, save and hold harmless, and defend the County, 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 caused by Cox's negligent construction, operation, or maintenance of its Cable System, provided that the County shall give Cox written notice of its obligation to indemnify the County within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Cox shall not indemnify the County, for any damages, liability or claims resulting from the willful misconduct or negligence of the County, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Cox in connection with PEG Access Channels or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Cox's indemnity obligations set forth in Section 10.2.1, Cox shall provide the defense of any claims brought against the County by selecting counsel of Cox's choice to defend the claim, subject to the consent of the County, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the County from cooperating with Cox 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 County, Cox shall have the right to defend, settle or compromise any claim or action arising hereunder, and Cox 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 County and the County does not consent to the terms of any such settlement or compromise, Cox shall not settle the claim or action but its obligation to indemnify the County shall in no event exceed the amount of such settlement.

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

11. **TRANSFER OF FRANCHISE**

11.1 *Approval Required.* No Transfer of the Franchise shall occur without the prior consent of the Board of Supervisors, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No application for the approval of a Transfer shall be approved by the Board

unless the transferee agrees in writing that it will abide by and accept all terms of this agreement, and that it will assume the obligations, liabilities and responsibility for all acts and omissions, known and unknown, of the incumbent Cox under this agreement, for all purposes, including renewal, unless the Board, in its discretion, expressly waives all or part of this requirement.

11.2. *No Consent Required.* No such consent shall be required, however, for the following:

11.2.1. A transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Cox in the Franchise or Cable System in order to secure indebtedness; or

11.2.2. Transfer of an ownership or other interest in Cox to the parent of Cox or to another Affiliate of Cox; transfer of an interest in the Franchise or the rights held by Cox under the Franchise to the parent of Cox or to another Affiliate of Cox; any action which is the result of a merger of the parent of Cox; or any action which is the result of a merger of another Affiliate of Cox.

11.3. *Preservation of County's Rights.* In the case of any Transfer, regardless of whether consent of the Board of Supervisors is required, the transferee shall assume the obligations, liabilities and responsibility for all acts and omissions, known and unknown, of the incumbent Cox under this agreement, for all purposes, including renewal, and agree to be bound by the terms of this Franchise.

11.4 Approval does not constitute waiver of rights. Approval by the Board of a Transfer, or consummation of a Transfer permitted by Section 11.2, does not constitute a waiver or release of any of the rights of the Board under this agreement against the transferor franchisee, whether arising before or after the date of the Transfer.

12. RENEWAL OF FRANCHISE

12.1. *Federal Law:* The County and Cox agree that any proceedings undertaken by the County that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2. *Needs Assessment:* The County agrees that if the County issues a request for a proposal under 47 U.S.C. § 546(b), the County shall provide Cox with copies of any assessments of future cable-related needs and interests or the past performance of Cox that were relied upon by the County in preparing the request for proposal.

12.3. *Informal Renewal:* Notwithstanding anything to the contrary set forth herein, Cox and the County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the County and Cox may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.

12.4. *Consistent with Law:* Cox and the County consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. § 546 and Virginia Code Section 15.2-2108.30.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1. *Notice of Violation:* If at any time the County believes that Cox has not complied with the terms of the Franchise, the County shall make a good faith effort to informally discuss the matter with Cox.

13.2. *Cox's Right to Cure or Respond:* Before seeking enforcement of the Franchise, the County shall notify Cox in writing of the nature of the alleged noncompliance (the "Noncompliance Notice"). Cox shall have twenty (20) business days from receipt of the Noncompliance Notice to: (i) respond to the County, if Cox 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 twenty (20) day period, initiate reasonable steps to remedy such noncompliance and notify the County of the steps being taken and the date by which cure is projected to be completed. Upon cure of any noncompliance, County shall provide written confirmation that such cure has been effected. The foregoing 20-day cure period shall not apply to customer service obligations measured on a quarterly basis ("Quarterly Standards"), which shall be governed by Section 13.3.

13.3. *Quarterly Standards:* Upon written request from the County, no later than thirty (30) days after the end of each calendar quarter, the Franchisee shall provide the County a written report demonstrating the Franchisee's level of compliance with each of the Quarterly Standards. If the Franchisee fails to meet any Quarterly Standard in a calendar quarter, the County shall have the right to begin the process of assessing liquidated damages pursuant to Section 13.4.4 by sending a Noncompliance Notice notifying the Franchisee that the Franchisee failed to comply with the Quarterly Standard in question, in order to inform the Franchisee that the Franchisee is not in compliance with such Quarterly Standard. Receipt of the Noncompliance Notice shall be deemed opportunity to cure. Upon submitting any report to the County that demonstrates that the Franchisee has not complied with a Quarterly Standard, or within fifteen (15) days after receipt of a Noncompliance Notice, the Franchisee may submit information to the County describing any extenuating circumstances related to any such noncompliance, and may request that the County waive liquidated damages, as provided in Section 13.6. If the Franchisee fails to meet the same Quarterly Standard in the immediately succeeding calendar quarter, the County shall have the right to assess liquidated damages pursuant to Section 13.4.4 by sending a Notice of Assessment in accordance with Section 13.8.

13.4. *Enforcement:* Subject to applicable federal and state law and the terms and conditions of this Agreement, including Section 13.3, the County may apply one of the following remedies if the County determines that Cox is in default of any provision of this Franchise:

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

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

13.4.3. In the case of a default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 13.10; or

13.4.4. Assess and collect liquidated damages as set forth in Section 13.5 of this Agreement; or

13.4.5. Apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

13.5. *Liquidated Damages*: Because Cox's failure to comply with provisions of this Franchise may result in injury to the County, because it may be difficult to quantify the extent of such injury, and in full satisfaction for the term of this Agreement of the obligations set forth in this Agreement, the County and Cox agree that, subject to the procedures in Section 13.8, liquidated damages as set forth herein may be assessable against Cox for certain violations of provisions of this Franchise. On an annual basis from the Effective Date of this Franchise, liquidated damages in total will not exceed ten thousand dollars (\$10,000). Cox hereby waives any defense as to the validity of any liquidated damages stated in this Franchise Agreement on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages. The liquidated damages shall not apply when caused by Force Majeure events and shall only apply from the date of the Notice of Assessment as provided for in Section 13.8.

13.5.1. Failure to materially comply with reporting requirements set forth in Section 9 of this Agreement: Two hundred dollars (\$200) per day for each day the violation continues.

13.5.2. Failure to materially comply with requirements related to (i) the technical quality and reliability of the PEG channels, including without limitation downstream signal quality and reliability of return feeds from PEG origination sites to the headend, and (ii) provision of channel capacity for use as PEG channels: Two hundred fifty dollars (\$250) for each violation for each day the violation continues.

13.5.3. Failure to materially comply with Customer Service Standards set forth in Section 8 of this Agreement, other than Quarterly Standards: One hundred dollars (\$100) for the first violation; two hundred fifty dollars (\$250) for any violation within 12 months after the first violation; and five hundred dollars (\$500) for any violation within 12 months after the second or any subsequent violation. Liquidated damages shall not be paid where the Subscriber is otherwise compensated by Franchisee for the alleged non-compliance.

13.5.4. For violation of a Quarterly Standard: One thousand five hundred dollars (\$1500);

13.5.5. For violation of applicable FCC technical standards: Two hundred fifty dollars (\$250) per day for each for each day the violation continues;

13.5.6. For failure to file, obtain, maintain or replenish the letter of credit in a timely fashion: two hundred fifty dollars (\$250) per day for each day the violation continues; and

13.5.7. For any other material violation of this Agreement for which actual damages may not be ascertainable: Two hundred dollars (\$200) per day for each violation for each day the violation continues.

13.6. *Waiver:* The County may reduce or waive any of the above-listed liquidated damages if the County determines that such waiver is in the best interests of the County.

13.7. *Single Violation:* 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.

13.8. *Assessment of Liquidated Damages:* In order to assess the liquidated damages set forth herein, the County, following provision to Cox of a written Noncompliance Notice as set forth in Section 13.2 or Section 13.3, and the expiration of applicable cure periods, shall issue to Cox, by certified mail or other comparable means, a notice of intention to assess liquidated damages (“Notice of Assessment”). The Notice of Assessment shall set forth the basis of the assessment, and shall inform Cox that liquidated damages will be assessed from the date of the notice. Unless the County indicates to the contrary, or the violation is for a Quarterly Standard, liquidated damages shall be assessed beginning with the date on which the County sent the Notice of Assessment and continuing thereafter until such time as the violation ceases as determined by the County. Payment by Cox of any assessment of liquidated damages shall be due thirty (30) days after the date of the Notice of Assessment. If Cox objects to the Notice of Assessment, Cox shall have the right to challenge the assessment in the Circuit Court for James City County, or the United States District Court for the Eastern District of Virginia, and in no other courts, in which case the assessment will be stayed until the issue is decided by such court, or the parties resolve the matter in some other fashion. If Cox does not, within the thirty-day period, make full payment or challenge the assessment in court, the County may withdraw from Cox’s Letter of Credit the amount due. The County may make one or more withdrawals from the Letter of Credit during and after any period in which a violation remains uncured, provided that the total withdrawn does not exceed the amount due for the period between the date of the Notice of Assessment and the date on which the violation is deemed cured by the County.

13.9. *Letter of Credit:*

13.9.1. Cox shall obtain within thirty (30) days of executing this Agreement, and maintain thereafter throughout the Agreement term, an irrevocable letter of credit in favor of the County in the amount of fifty thousand dollars (\$50,000) (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 County. The Letter of Credit shall be used to ensure Cox’s compliance with the material terms and conditions of this Agreement.

13.9.2. Cox shall file with the County a complete copy of the Letter of Credit (including all terms and conditions applying to the letter of credit), and keep such copy current with respect to any changes over the term of the Agreement.

13.9.3. If the County notifies Cox of any amounts due to the County pursuant to this Agreement or applicable law, including, without limitation, liquidated damages assessed pursuant to Section 13.4, and the PEG Capital Grant provided for in Section 5.2, and Cox does not make such payment within thirty (30) days, the County 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 Administrator

certifying that Cox has failed to comply with this Agreement and stating the specific reason therefor and the basis for the amount being withdrawn.

13.9.4. In the event the Lending Institution serves notice to the County that it elects not to renew the Letter of Credit, Cox shall provide a substitute Letter of Credit, in substantially the same form as that attached hereto as Exhibit E, from a Lending Institution approved by the County, before the effective Letter of Credit expires.

13.9.5. No later than thirty (30) days after mailing of notification to Cox by certified mail, return receipt requested, of a withdrawal under the Letter of Credit, Cox shall restore the amount of the Letter of Credit to the total amount specified herein, unless Cox has disputed the basis for the original withdrawal, in which case the obligation to restore shall be suspended until a final non-appealable decision on the dispute has been issued by a court of competent jurisdiction authority as provided in Section 13.8.

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

13.9.7. No recovery by the County of any sum by reason of the Letter of Credit required in Section 13.9.1 of this Agreement shall be any limitation upon the liability of Cox to the County under the terms of this Agreement, except that any sums so received by the County shall be deducted from any recovery which the County shall establish against Cox under the terms of this Agreement.

13.10. *Revocation:* Should the County seek to revoke this Franchise after following the procedures set forth above in Section 13.2 or Section 13.3 of this Article, the County shall give written notice to Cox of such intent. The notice shall set forth the specific nature of the noncompliance. Cox 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 County has not received a satisfactory response from Cox, it may then seek termination of the Franchise at a public hearing before the Board of Supervisors. The County shall provide Cox, at least ninety (90) days written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.10.1. At the designated hearing, Cox shall be provided a fair opportunity for full participation in accordance with applicable law, including the right to be represented by legal counsel.

13.10.2. In making any decision to revoke the Franchise, the County shall apply the standards provided by applicable law. Cox shall have the right to appeal any revocation in the Circuit Court for James City County, or the United States District Court for the Eastern District of Virginia, and no other courts.

13.10.3. The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise. The County may also, in lieu of revocation, grant additional time to Cox to effect a cure of any default.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties*: In any action by the County or Cox that is mandated or permitted under the terms hereof, such party shall act in a reasonable and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall be provided in good faith and not withheld, delayed or conditioned in a manner inconsistent with applicable law.

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

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 County.

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

14.5. *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, or sent via recognized national overnight courier service to the addressees below. Notwithstanding the foregoing, notices required by Sections 8.5, 8.10.5, 8.10.6, or 8.10.8 may be sent via electronic mail. Each party may change its designee by providing written notice to the other party.

14.5.1. Notices to Cox shall be mailed to:

Region Manager
Cox Communications Hampton Roads, LLC
1341 Crossways Boulevard
Chesapeake, VA 23320

with a copy to:

Cox Communications
ATTN: Vice President of Government Affairs
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

and

Government & Regulatory Affairs
Cox Communications Virginia
1341 Crossways Boulevard
Chesapeake, VA 23320

14.5.2. Notices to the County shall be mailed to:

County Administrator
James City County
P.O. Box 8784
Williamsburg, Virginia 23187-8784

with a copy to:

County Attorney
P.O. Box 8784
Williamsburg, Virginia 23187-8784

14.6. *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Cox and the County, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

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

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

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

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

14.11. *Independent Review*: The County and Cox each acknowledge that they have received independent legal advice in entering into this Agreement.

14.12. *No Third Party Beneficiary*: Nothing in this Agreement is intended to confer third-party beneficiary status on any member of the public, Person or private entity not a party to this Franchise Agreement and any such member of the public, Person or private entity shall not have third party status hereunder to enforce the terms of this Franchise.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS ____ DAY OF _____, 2021.

County of James City, Virginia

By: _____

County Administrator

Approved as to Form:

County Attorney, County of James City

COX COMMUNICATIONS HAMPTON ROADS, LLC

By: _____

Its: _____

EXHIBITS

Exhibit A: County Buildings to be Provided Free Cable Service

Exhibit B: PEG Channel Assignments

Exhibit C: Franchise Fee Payment Report

Exhibit D: Letter of Credit Form

EXHIBIT A

LOCAL GOVERNMENT BUILDINGS TO BE PROVIDED COURTESY CABLE SERVICE

Location	Address	Current DTAs
Jcc / Mounts Bay	101 Mounts Bay Rd	2 DTA
Jamestown High School	3751 John Tyler Hwy	0 DTA
Wjcc School Board-Jcc	117 Ironbound Rd	4 DTA
Jcc / Berkely Studio	1114 Ironbound Rd	12 DTA
Jcc Fleet	103 Tewning Rd	4 DTA
James City County	119 Tewning Rd	7 DTA
Wjcc School Board-Jcc	117 Ironbound Rd	4 DTA
Williamsburg-James City County	101 Mounts Bay Rd	4 DTA
James City County Recreation	5301 Longhill Rd	52 DTA
Police Dispatch Jcc	3127 Forge Rd	21 DTA
Williamsburg/James City County	5201 Monticello Ave	11 DTA
Emergency Communication Center	3131 Forge Rd	5 DTA
Wata Main Office	7239 Pocahontas Trl	1 DTA
James City County Police	4600 Opportunity Way	12 DTA
James City County - Fire Admin	5077 John Tyler Hwy	9 DTA
James City County / Human	5249 Olde Towne Rd	8 DTA
Jcc / Fire Station 4	5312 Olde Towne Rd	4 DTA
James City Fire Station 3	5077 John Tyler Hwy	17 DTA
James City County / Government	101 Mounts Bay Rd	9 DTA
James City County Parks & Rec.	5300 Palmer Ln	2 DTA
James City County/ Va Department	4095 Ironbound Rd	4 DTA
James City County - Government	101 Mounts Bay Rd	4 DTA
Jcc - County Complex	101 Mounts Bay Rd	1 DTA
Jcc - Master	5340 Palmer Ln	1 DTA
Jcc - Master	5320 Palmer Ln	3 DTA
Jcc - Williamsburg Probation And	5244 Olde Towne Rd	1 DTA
Abram Frink Jr. Community Center	8901 Pocahontas Trl	4 DTA
James City County Recreation	5301 Longhill Rd	21 DTA
Police Dispatch Jcc	3127 Forge Rd	7 DTA
Jcc - Fire Station 2	8421 Pocahontas Trl	6 DTA
Jcc / Fire Station 5	3201 Monticello Ave	8 DTA
James City County-Thalhiemer Bld	4093 Ironbound Rd	1 DTA
Jcc Jcsa Water Treatment	4321 John Tyler Hwy	12 DTA
Jcc - Fire Station 1 (New)	3135 Forge Rd	5 DTA
Williamsburg/James City County	5201 Monticello Ave	4 DTA
Emergency Communication Center	3131 Forge Rd	52 DTA
James City County Police	4600 Opportunity Way	12 DTA

EXHIBIT B

PEG CHANNEL ASSIGNMENTS

James City County Government Channel – Channel 46, 1046

James City County Public School Channel – Channel 47, 1047

James City County Public Access Channel – Channel 48, 1048

EXHIBIT C

FRANCHISE FEE PAYMENT REPORT FORMAT

James City County
FRANCHISE FEE CALCULATION
Quarter Ended: XX/XX/XXXX

Director
Information Services
PO Box 8784
Williamsburg, VA 23187-8784

Basic	_____
Pay	_____
Digital	_____
PPV & VOD	_____
Equipment	_____
Installation	_____
Net Ad Sales	_____
Shopping	_____
Other	_____
 Total Revenue	 _____
 Bad Debt/Write Offs	 _____
 Total Franchise Fee Base	 _____
Franchise Fee Percentage	_____
 Total Payment Due	 _____
 Basic Subscribers	 _____

To the best of my knowledge and belief, the above information of the ledgers and records of Cox Communications Hampton Roads, LLC, is true and factual.

Regulatory Compliance Manager

EXHIBIT D

SAMPLE IRREVOCABLE STANDBY LETTER OF CREDIT

JP Morgan Chase Bank, N.A.
Global Trade Services

Issue Date:

L/C No.:

Amount: USD10,000 (Ten Thousand and 00/100 United States Dollars)

Beneficiary: County of James City
County Administrator
P.O. Box 8784
Williamsburg, Virginia 23187

Applicant: Cox Communications
ATTN: Law & Policy
6205B Peachtree-Dunwoody Road
Atlanta, GA 30328

TO: County of James City

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 JPMorgan Chase Bank, N.A. Tampa, Florida, at our close of business on _____.

This Letter of Credit is available with JPMorgan Chase Bank, N.A., by payment, against presentation of your draft, payable at sight drawn on JPMorgan Chase Bank, N.A. when accompanied by Beneficiary's dated statement purportedly signed by one of its officials reading as follows:

"The amount of this drawing USD10,000.00, under JPMorgan Chase Bank, N.A. Letter of Credit No. _____ represents funds due us as Cox Communications, LLC, d/b/a Cox Communications Hampton Roads has failed to perform its duties pursuant to the Cable Franchise Agreement Between the County of James City, and Cox Communications, LLC, d/b/a Cox Communications Hampton Roads, dated _____, 2021."

This Irrevocable Letter of Credit 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 extend this Letter of Credit for such additional period.

Upon such notice of non-extension 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 USD10,000.00 under JPMorgan Chase Bank, N.A. Letter of Credit number _____ represents funds due us as we have received notice from JPMorgan Chase Bank, N.A. of their decision not to extend Letter of Credit Number _____ for an additional year.”

All correspondence hereunder is to be directed to JPMorgan Chase Bank, N.A., c/o JPMorgan Treasury Services, Standby Letter of Credit Dept., 4th FL, 10420 Highland Manor Drive, Tampa, Florida 33610. DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS JPMORGAN CHASE BANK N.A. MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO JPMORGAN CHASE BANK N.A. AT TELEPHONE NUMBER: (800) 634-1969 OPTION 1 OR (813) 432-6339 PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

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 shall be subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws. In the event of any dispute between ISP98 and the laws of the Commonwealth of Virginia, the laws of the Commonwealth of Virginia will control.

Authorized Signature (Bank)

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Tammy Mayer Rosario, Assistant Director of Community Development

SUBJECT: An Ordinance Authorizing the Lower Chickahominy Watershed Collaborative Memorandum of Understanding, a Joint Exercise of Powers Agreement

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Ordinance	Ordinance
☐	Memorandum of Understanding	Backup Material
☐	Presentation	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Development Management	Holt, Paul	Approved	6/24/2021 - 1:39 PM
Publication Management	Daniel, Martha	Approved	6/25/2021 - 1:33 PM
Legal Review	Kinsman, Adam	Approved	6/25/2021 - 2:24 PM
Board Secretary	Fellows, Teresa	Approved	6/29/2021 - 3:55 PM
Board Secretary	Rinehimer, Bradley	Approved	6/30/2021 - 7:23 AM
Board Secretary	Fellows, Teresa	Approved	7/1/2021 - 1:56 PM

MEMORANDUM

DATE: July 13, 2021

TO: The Board of Supervisors

FROM: Tammy Mayer Rosario, Assistant Director of Community Development

SUBJECT: An Ordinance Authorizing the Lower Chickahominy Watershed Collaborative Memorandum of Understanding, a Joint Exercise of Powers Agreement

The Lower Chickahominy Watershed Project was initiated in 2016 by the Richmond Regional Planning District Commission (PlanRVA) as a five-year collaborative planning process to study and capture the value of the Lower Chickahominy Watershed (LCW), recognized as the home of some of the most biologically diverse and ecologically significant areas in the Coastal Zone of Virginia. The intention was to study the natural resources present in the LCW and work with stakeholders to develop policy and action steps to accomplish a dual goal of natural resource conservation and economic development. The first four years of the project yielded valuable information on the high value of the watershed and the potential for both conservation and sustainable business opportunities through a conservation inventory, an economic study, a stakeholder engagement process, a joint local government/tribal workshop, a LCW summit, and an eco-tourism infrastructure inventory.

Through this planning process, the stakeholders worked toward identifying and establishing an overarching vision for land use, land conservation, and economic priorities for the watershed. The effort supported improving coordination between the three local governments located within the LCW (James City County, New Kent County, and Charles City County), the two Planning District Commissions (PlanRVA and the Hampton Roads Planning District Commission), the three sovereign tribes of the LCW (the Chickahominy, Chickahominy Indians Eastern Division, and the Pamunkey), and natural resource agencies. At the end of the project study period, a need existed for continued collaboration, increased communication, and the pursuit of common solutions for the LCW.

The purpose of the Memorandum of Understanding (MOU) is to facilitate enhanced cooperative and collaborative efforts to increase sustainable ecological and economic activity in the LCW. It seeks to establish, via formal agreement, a solid foundation among the signatories and the cooperative partners. Following establishment of the MOU, representatives from each signatory, as well as state and federal partners, will meet to develop priorities and goals for the collaborative, including the following priorities previously identified through the project's work:

- Improving physical recreational infrastructure;
- Supporting sustainable economic development;
- Enhancing river advocacy, education, and marketing;
- Promoting land conservation and landowner education;
- Ensuring protection of sites and traditions that are sacred and historic to the tribes; and
- Increasing ecological restoration and stewardship.

Virginia Code § 15.2-1300 provides that any two or more political subdivisions may enter into agreements with one another for joint exercise of any power, privilege or authority.

An Ordinance Authorizing the Lower Chickahominy Watershed Collaborative Memorandum of Understanding, a Joint Exercise of Powers Agreement
July 13, 2021
Page 2

Staff recommends the Board of Supervisors adopt the attached Ordinance authorizing the Lower Chickahominy Watershed Collaborative Memorandum of Understanding, a joint exercise of powers agreement, and authorizing the County Administrator to sign the agreement.

TR/md
OrdAuth-LCWMOU-mem

Attachments:

1. Ordinance
2. Lower Chickahominy Watershed Collaborative Memorandum of Understanding
3. Presentation

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE LOWER CHICKAHOMINY WATERSHED
COLLABORATIVE MEMORANDUM OF UNDERSTANDING, A JOINT EXERCISE OF
POWERS AGREEMENT

WHEREAS, Section 15.2-1300 of the Code of Virginia, 1950, as amended (the “Virginia Code”) permits any two or more political subdivisions to enter into agreements with one another for the joint exercise of any power, privilege or authority exercised or capable of exercise by any political subdivision; and

WHEREAS, the Counties of New Kent, Charles City, and James City, the Chickahominy Indian Tribe, the Chickahominy Indian Tribe Eastern Division, the Pamunkey Indian Tribe, the Richmond Regional Planning District Commission, and the Hampton Roads Regional Planning District Commission (the “Signatories”) have a common interest in conservation, protection, and the sustainable economic growth of the Lower Chickahominy Watershed (“LCW”); and

WHEREAS, the Signatories desire to enter into a Memorandum of Understanding (“MOU”) to enhance cooperative and collaborative efforts to increase sustainable ecological and economic activity in the LCW; and

WHEREAS, in accordance with Virginia Code §§ 15.2-1300 and 15.2-1427, the James City County Board of Supervisors has conducted a duly advertised public hearing on this joint exercise of powers; and

WHEREAS, the James City County Board of Supervisors has carefully considered the public comments and staff recommendation with respect to the execution of an MOU between the Signatories.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors for the County of James City, Virginia, that the joint exercise of powers with the Counties of New Kent and Charles City, the Chickahominy Indian Tribe, the Chickahominy Indian Tribe Eastern Division, the Pamunkey Indian Tribe, the Richmond Regional Planning District Commission, and the Hampton Roads Regional Planning District Commission is approved and the County Administrator is authorized to execute the Lower Chickahominy Watershed Memorandum of Understanding.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

SADLER
ICENHOUR
LARSON
MCGLENNON
HIPPLE

VOTES

AYE NAY ABSTAIN ABSENT

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of
July, 2021.

OrdAuth-LCWMOU-res

Lower Chickahominy Watershed Collaborative

Memorandum of Understanding

Between

The Counties of New Kent, Charles City and James City

and the

Chickahominy Indian Tribe

Chickahominy Indian Tribe – Eastern Division

Pamunkey Indian Tribe

and the

Richmond Regional Planning District Commission (Plan RVA) and Hampton Roads Planning District Commission

To

Coordinate and Collaborate on Efforts to Increase Sustainable Ecological and Economic Activity in the Lower Chickahominy Watershed

I. Signatories

The Signatories to this Memorandum of Understanding (MOU) are as follows:

- New Kent, Charles City and James City counties
- The Chickahominy Indian Tribe, the Chickahominy Indian Tribe-Eastern Division, and the Pamunkey Indian Tribe
- Richmond Regional Planning District Commission (PlanRVA) and the Hampton Roads Planning District Commission

All of the above organizations and agencies are referred to herein as “Signatories.” The Signatories have a common interest in conservation, protection, and the sustainable economic growth of the Lower Chickahominy Watershed (LCW).

II. Authority to Enter into the Memorandum of Understanding

The enabling authority for the County and Planning District Commission Signatories to enter into the Memorandum of Understanding is contained in the following Virginia State Code citations:

Counties of Charles City, James City, and New Kent

Section 15.2-1300 of the Code of Virginia enables local governments to enter into cooperative agreements to exercise those powers that each may be enabled to exercise.

Hampton Roads Planning District Commission and Richmond Regional Planning District Commission (PlanRVA)

Section 15.2-4205 of the Code of Virginia enables Planning District Commissions to enter into contracts or agreements, as they may determine, which are necessary or incidental to the performance of their duties and to the execution of those powers that each may be enabled to exercise.

The Tribes of the Lower Chickahominy Watershed have inherent sovereign powers and the right to self-government. The Tribes of the Lower Chickahominy Watershed are:

Chickahominy Indian Tribe

Chickahominy Indian Tribe – Eastern Division

Pamunkey Indian Tribe

Note: The obligations of all Signatories herein are subject to the availability of funding, and nothing contained herein shall be construed as binding any signatory to expend in any one fiscal year any sum in excess of available private dollars, state or congressional appropriations, or to involve any signatory in any contract or other obligation for further expenditure of money in excess of such appropriations or private allocations.

III. Lower Chickahominy Supporting Cooperative Partners

State agencies, Federal agencies, non-profit organizations, and businesses that wish to support the Signatories and purpose of this MOU may sign a Supporting Cooperative Partner page. These Supporting Cooperative Partners agree to advise, participate as invited, and contribute to the work of the Signatories in carrying out this MOU. A sample Supporting Cooperative Partner statement page is included as an attachment to this MOU.

IV. Purpose

The purpose of this MOU is to facilitate enhanced cooperative and collaborative efforts to increase sustainable ecological and economic activity in the LCW. The Lower Chickahominy watershed (10-digit HUC – 0208020606) is recognized for harboring some of the most biologically diverse and ecologically significant areas in the Coastal Zone of Virginia.

V. Background

This project was initiated in 2016 and established a collaborative planning process across three counties in the LCW, east of Richmond in the counties of New Kent, Charles City, and James City, Virginia to identify and establish an overarching vision for land use, land conservation, and sustainable economic priorities. The effort, funded by the Virginia Coastal Zone Management Program (CZM), supports improved coordination among natural resource agencies, local governments, Tribal governments, and not for profit regional organizations with interests in programs and enforceable policies for coastal areas. This approach also aims to build and strengthen relationships and partnerships among multiple stakeholders across the watershed. Through the first four years of the project, several critical project products have yielded valuable information on the high value of this watershed and the potential for both conservation and sustainable business opportunity. These products, funded by the Virginia CZM Program, are as follows:

- A conservation inventory conducted by the Department of Conservation and Recreation, Natural Heritage Division;
- An economic report on the socio-economic impacts of conserved land in the LCW;

- A stakeholder engagement process including thought leader interviews, focus groups, and stakeholder survey report, individual consultations with three Tribes, and a joint consultation with the three counties;
- A joint Local Government/Tribal Workshop, with a summary report;
- A LCW Summit, with a summary report of the draft LCW Action Plan.

VI. The Natural Resources of the LCW

The three counties of the Lower Chickahominy watershed boast some of the most valuable and unique natural resources in Virginia. Healthy streams run through forested lands and open spaces that are home to the native flora and fauna of the tidal fresh zone of coastal Virginia.

The LCW is characteristic of a rural area experiencing suburban development pressure in Virginia's coastal plain. Figure One below shows the LCW. New Kent County is the third fastest growing county in the Commonwealth of Virginia with Interstate 64 running down the spine of the watershed. Historic Route 5 runs along the southern boundary of the LCW. These three counties run the spectrum from rural to urban, with Charles City County being the most rural to James City County being the most urban. The counties in the LCW represent three different densities of population, ranging from Charles City as the least populated (pop: 6,963) to James City as the most populated (pop: 76,523). The James River borders the southern boundary of the LCW, with the LC emptying into it at the Charles City and James City County border.

The majority of land in the LCW is covered by small and large blocks of privately-owned forests, with some state-owned preserves. Figure Two shows the natural resources of the watershed. The presence of active agriculture across the landscape is reflected in land areas classified as pasture or cropland. Residential and business development is reflected in impervious, turf/grass, and disturbed land areas. The entire three-county study area covers approximately 608 square miles of land and water. Water in rivers and streams comprises 12.6% of the study area. The largest component of land cover is forest (blocks of tree cover greater than 1 acre) or trees (blocks of tree cover less than 1 acre); a total of 52.9% of the entire study area, or 60.4% of the land area, is covered by trees or forest. Impervious cover is approximately 4.0% of the study area.

The Lower Chickahominy study area is home to 10 streams and creeks that have been identified as "healthy waters" by the Healthy Waters program of the Virginia Department of Conservation and Recreation. One of these is recognized as "outstanding" water, meaning it is estimated to be in the top 20% of waters with high ecological health included in the program. Seventeen bodies of water are in

the middle 20% of streams analyzed in the program and have been identified as restoration candidates. While these bodies of water have suffered some ecological degradation, they maintain aspects of ecological health and present as strong candidates for restoration efforts. The Lower Chickahominy study area has a higher percentage of land and water area recognized in the Virginia Ecological Value Assessment (VEVA) as having either Outstanding or Very High ecological value compared to the entire Coastal Zone of Virginia; 39% compared to 34%. Therefore, the three counties of the Lower Chickahominy represent a concentration of ecologically valuable land and water habitat.

Figure One. The Lower Chickahominy Watershed



The screenshot displays the Virginia Coastal Zone Management Program's interactive map. The interface is divided into a sidebar on the left and a main map area on the right.

Virginia Coastal Zone Management Program (VCU)

Map **Results**

Conservation Planning

40% Transparent

Comprehensive Conservation Priorities

- ☐ Potential Wetland Restoration Sites
- ☐ Landscape Corridors
- ☒ Virginia Ecological Value Assessment
 - Outstanding
 - Very High
 - High
 - Moderate
 - General
- ☐ Ecological Cores
- ☐ Essential Wildlife Habitat
- ☐ Hampton Roads Conservation Corridors

Virginia's ConservationVision

- ☐ Historic and Cultural Value Model
- ☐ Recreation Value Model
- ☐ Forest Economics Model
- ☐ Watershed Integrity Model
- ☐ Agricultural Value Model
- ☐ Vulnerability Model

Coastal Access

Tools **Print** **Bookmarks**

The map area shows a coastal region with various colored overlays representing different conservation values and priorities. Labels on the map include: Providence Ferry, Barnhamville, Charles City, Farmville Creek, Potomac Golf Course, Two Rivers Country Club, and Cherrymont. The map also shows a network of roads and water bodies.

The LCW is as rich in cultural resources as it is in natural resources. One of the major cultural resources in the LCW is the presence of three Virginia Tribes, the Chickahominy, Chickahominy Indians Eastern Division, and the Pamunkey. The Thomasina E. Jordan Indian Tribes of Virginia Federal Recognition Act of 2017 recognized the Chickahominy, Chickahominy Indians Eastern Division, Upper Mattaponi, Rappahannock, Monacan, and Nansemond Tribes as sovereign nations, bringing the number to 573 federally recognized Tribes in the U.S. While the Pamunkey Indian Tribe was recognized via treaty by the Commonwealth since colonial times, they became the first Virginia tribe to be granted federal recognition by the Federal Bureau of Indian Affairs in 2015, a process finalized in 2016.

6

and sacred lands for which this Lower Chickahominy Watershed Project (LCWP) has a vested interest in enhancing.

One clear outcome of the Tribes' participation in this MOU is to ensure that Tribal interests are respected and appropriately consulted by local governments in their decision-making through the future of the watershed. A second outcome is to develop a longer-term healthy relationship between local agencies and the Tribal nations, ensuring that Tribal interests are considered and reflected in policy proposals and any other emerging strategy elements that are developed during the LCWP work.

Regarding this work with the Tribes, our primary emphasis was placed on preserving and protecting the cultural heritage and sacred lands. The recent recognition provides inherent powers to the Tribes, and particularly notable is the state's inability to interfere in Tribal affairs. Second, the Tribes desire open and frequent communication processes that are mindful of the uniqueness of each of the tribe's communication methods. Third, the "taught" history is not accurate, and corrections, both historical and current, are paramount if Tribes are to be active, independent sovereign nations as federal recognition dictates. Local government officials in the LCW, particularly those from Charles City County, described a strong relationship with the LCW Tribes. Fourth, the recent recognition has also brought an increased administrative and collaborative workload for Tribal leaders. Hence, longer response times to requests from other governments should be accounted for as relationships grow. Tribal staff is limited and consulting Tribes early in the decision-making process is critical; specifically, consultation is necessary when actions and/or development have known or potential impacts on Tribal lands and interests. To ensure effective communication, Tribes requested frequent contact with county staff and leadership.

The relationship between local governments and Tribes does have, as a core component, the need to work closely with the Department of Historic Resources to further protect Tribal cultural resources. The Commonwealth of Virginia has established an Archeological Discovery Protocol that is referenced in the Virginia Antiquities Act (Va. Code §§ 10.1-1188, 10.1-1197.6 and 15.2-2306). The National Historic Preservation Act of 1966 requires review and consultation with localities and tribes on projects; these Section 106 reviews are limited to projects including Federal actions. While a robust mapping program that identifies and protects sensitive sites safeguards the removal of cultural artifacts, Tribal workshop participants asserted that promoting clarity of regulation(s) and a strong consultation process would fit into the LCWP effort to improve enforceable policies and programs. Discussions between Tribes and local governments about

existing regulations and local policies would be an appropriate first step to improve local government consultation with the tribes to protect tribal cultural heritage from impacts due to development.

Jamestown was established in what is now southeastern James City County; the city of Williamsburg abuts the county. The Lower Chickahominy area is about as close as you can get to the first steps of English colonization of the mid-Atlantic. As Europeans moved westward and Virginia's economy grew, Plantations were established across the Lower Chickahominy area and beyond. Today, a discussion of history, culture or tourism in the Lower Chickahominy would not be complete without mention of the plantations. Shirley Plantation, Virginia's first plantation, was founded in 1613 by a royal land grant. Through the 1600s the European population increased in the area now known as Virginia and across the mid-Atlantic. The 1700s saw the construction of great plantation houses, including Shirley, built with the proceeds from selling tobacco.

Both the production of tobacco and the construction of plantation houses across Virginia relied on the economic realities of slave labor. The first African slaves arrived in Virginia in 1619. In 1623, the rolls at Flowerdew Hundred in the then borough of Charles City counted 11 of these first African slaves in Virginia. Charles City County has produced a series of exhibits and a self-guided driving/biking tour all about the African American experience in the county called Freedom's Jubilee: An African American Journey.

VIII. The Need for the MOU

Situated between the City of Richmond to the west and the City of Williamsburg to the east, the LCW is rich in both environmental and cultural resources. The resources of the LCW are wedged between these cities and bounded by the James River to the south and are in conflict with this growing population. To attain a stable conservation and protection base while working to find sustainable economic opportunities, an enhanced effort and expectation of ongoing, consistent collaboration among the multiplicity of LCW stakeholders is necessary.

Sitting across three counties, two planning district commissions, and a myriad group of state, federal, and not for profit organizations, a formal agreement will provide a solid foundation for collaboration, increased communication, and regional solutions for the LCW.

IX. Statement of Mutual Agreement

It is mutually understood and agreed by the Signatories that:

1. Only by working together can the signatories achieve enhanced natural resources conservation, environmental and cultural protection, and economic opportunities;
2. The LCW is an area of critical and important natural and cultural resources to all Signatories;
3. The Signatories agree to support the conservation and protection priorities of the LCW and to build on the community engagement ideas and concepts identified through the existing project years;
4. The Local Government and Planning District Commission Signatories will seek to build equitable relationships with the Tribes of the LCW;
5. Additional funding will be needed to achieve the goals set forth in this MOU. The Signatories shall work together to seek and leverage funding from private, local, State, and Federal sources such that it can be maximized to advance the LCW goals;

X. Scope of Work

The Signatories shall communicate and coordinate with regard to land conservation, land protection and economic opportunity issues important to each signatory.

Within ninety days of the effective date of this Memorandum of Understanding, as soon thereafter as convenient to the Signatories, the Signatories shall meet to develop priorities and goals for the Collaborative, including the following priorities previously identified through the project's work but not limited to:

- **Improving physical recreational infrastructure;**
- **Supporting sustainable economic development;**
- **Enhancing river advocacy, education, and marketing;**
- **Promoting land conservation and landowner education;**
- **Ensuring protection of sites and traditions that are sacred and historic to the tribes; and**
- **Increasing ecological restoration and stewardship.**

Thereafter, at least annually, the Signatories shall update and refine the above information.

XI. Modifications

Material modifications to this Memorandum of Understanding must be submitted in writing and approved by all Signatories to the Memorandum of Understanding. Approval may be via electronic assent via email.

XII. Effective Date

The effective date of the Memorandum of Understanding shall be the date of the last signature of the Memorandum of Understanding by the Counties of Charles City, James City, and New Kent, the Chickahominy Indian Tribe, the Chickahominy Indian Tribe - Eastern Division, the Hampton Roads Planning District Commission, and the Richmond Regional Planning District Commission (PlanRVA).

XIII. Duration and Termination of the Agreement

The duration of this Memorandum of Understanding will be until such time as it is terminated upon agreement of all Signatories; however, any party to the Memorandum of Understanding may terminate its participation by 30 days' written notice to all other Signatories. Termination of participation does not require approval by other Signatories.

XIV. Manner of Financing

This Memorandum of Understanding will not require financing or budgeting from or by the Signatories; however, this clause will not preclude, under a separate document or agreement, grant funding or other financial assistance from one signatory to another for the purpose of carrying out the intent of the Memorandum of Understanding.

XV. Ownership of Property

It is not the intent of the Signatories that this Memorandum of Understanding will result in the purchase, ownership, holding, or conveying of any real or personal property.

XVI. Project Officers

The following project officers, for the purpose of administering this MOU, including receiving and reviewing reports, meeting attendance, project proposals, and the handling of termination notices are:

- James City County: Tammy Rosario, Assistant Director Community Development
- Charles City County: Rhonda Russell, Assistant County Administrator/ Director of Community Development
- New Kent County: Justin Stauder, Assistant County Administrator
- Chickahominy Indian Tribe: Dana Adkins, Tribal Environmental Director
- Chickahominy Indians Tribe - Eastern Division: Jessica Phillips, Environmental Director
- Pamunkey Indian Tribe: Chief Robert Gray
- PlanRVA: Sarah Stewart, Planning Manager - Environmental Program
- Hampton Roads Planning District Commission: Ben McFarlane, Senior Regional Planner

XVII. EXECUTION AND COUNTERPARTS.

This MOU may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XVIII. APPROVALS

List of Signatories to the MOU:

- Charles City County
- James City County
- New Kent County
- Chickahominy Indian Tribe
- Chickahominy Indians Tribe - Eastern Division
- Pamunkey Indian Tribe
- Richmond Regional Planning District Commission (PlanRVA)
- Hampton Roads Planning District Commission

SIGNATURE PAGE FOR CHARLES CITY COUNTY

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

CHARLES CITY COUNTY

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR JAMES CITY COUNTY

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

JAMES CITY COUNTY

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR NEW KENT COUNTY

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

NEW KENT COUNTY

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR CHICKAHOMINY INDIAN TRIBE

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

CHICKAHOMINY INDIAN TRIBE

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR CHICKAHOMINY INDIAN TRIBE – EASTERN
DIVISION

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

CHICKAHOMINY INDIAN TRIBE – EASTERN DIVISION

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR PAMUNKEY INDIAN TRIBE

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

PAMUNKEY INDIAN TRIBE

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR RICHMOND REGIONAL PLANNING DISTRICT
COMMISSION (PLANRVA)

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

RICHMOND REGIONAL PLANNING DISTRICT COMMISSION (PLANRVA)

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE FOR HAMPTON ROADS PLANNING DISTRICT
COMMMSSION

IN WITNESS WHEREOF, the following individuals execute this agreement.

Chief Administrative Officer, Charles City County

Chief Administrative Officer, James City County

Chief Administrative Officer, New Kent County

Chief, Chickahominy Indian Tribe

Chief, Chickahominy Indian Tribe – Eastern Division

Chief, Pamunkey Indian Tribe

Executive Director, Richmond Regional Planning District Commission (PlanRVA)

Executive Director, Hampton Roads Planning District Commission

HAMPTON ROADS PLANNING DISTRICT COMMISSION

Signature: _____

Printed Name: _____

Date: _____

SAMPLE SUPPORTING COOPERATIVE PARTNER STATEMENT

As a Supporting Cooperative Partner of the Lower Chickahominy Watershed Collaborative (LCWC), __[organization]__ supports the Signatories of the LCWC in building respectful and cooperative relationships among each other.

__[Organization]__ supports the LCWC goals of

- Enhanced natural resource conservation,
- Environmental and cultural protection, and
- Sustainable economic opportunities.

__ [Organization]__ recognizes that the Lower Chickahominy Watershed is an area of critical and important natural and cultural resources.

__[Organization]__ supports the conservation and protection priorities of the LCWC as identified in earlier years of the Lower Chickahominy Watershed Project and agreed upon annually by the LCWC Signatories.

__[Organization]__ commits to the following activities that will advance common understanding and action on the goals and priorities of the LCWC:

- e.g., Meeting attendance (attend meetings of the LCWC, committees, or workgroups)
- e.g., Information sharing and education (update about relevant work or studies)
- e.g., Technical assistance (water quality monitoring, data or mapping assistance, document creation, etc.)
- e.g., Funding assistance (support through direct funding or leveraging of partnerships for funding assistance)
- [other]

Name
Title
Organization

Date

Lower Chickahominy Watershed Collaborative

James City County
Board of Supervisors Meeting
July 13, 2021



This project, Task # 93.01 was funded by the Virginia Coastal Zone Management Program led by the Virginia Department of Environmental Quality through Grant FY19 #NA19NOS4190163 of the US Department of Commerce, National Oceanic, and Atmospheric Administration, under the Coastal Zone Management Act of 1972, as amended. The views expressed herein are those of the authors and do not necessarily reflect the views of the US Department of Commerce, NOAA, or any of its subagencies.

Partners and Stakeholders



Lower Chickahominy Project

- 5-year project
- natural resource conservation
- economic development



Lower Chickahominy Project

Year 1

- Data gathering and updates

Year 2

- Economic Study

Year 3

- Thought Leader Interviews
- Focus Groups
- Survey

Year 4

- Local Government – Tribe Workshop
- Regional Summit
- Ecotourism Infrastructure Inventory

Year 5

- Lower Chickahominy Watershed Collaborative
- Ecotourism infrastructure Plan



DCR-NH Biological Resources Inventory

- 39 occurrences of specific species or natural communities
- 5 sites in the watershed designated as Outstanding ecological significance
- “[E]cologists and botanists conducting field work noted that the tidal freshwater wetland communities were among the highest quality remaining along Virginia’s tidal rivers.”



Economic Findings

- Conservation easements - revenues exceed expenditures
- Organizations directly related to land conservation in 3 county study area in 2018 ...
 - supported about 100 direct jobs in 2018
 - This direct employment generated almost \$8.4 million in regional economic output
 - Supported 118 jobs paying \$2.5 million in salaries, wages, and benefits
- Value Chain Analysis: eco-tourism related opportunities



Outreach Efforts

- Thought Leader Interviews,
- Focus Groups,
- Public Survey,
- Local Government – Tribe Workshop,
- Regional Summit



INSTITUTE *for*
ENGAGEMENT & NEGOTIATION
Shaping Our World Together



WILLIAM & MARY
LAW SCHOOL
VIRGINIA COASTAL POLICY CENTER



Outreach and Policy Development Themes

- Improving physical recreational infrastructure;
- Supporting sustainable economic development;
- Enhancing river advocacy, education, and marketing;
- Promoting land conservation and landowner education;
- Ensuring protection of sites and traditions that are sacred and historic to the tribes; and
- Increasing ecological restoration and stewardship.



Lower Chickahominy Watershed Collaborative

- MOU Signatories and Supporting Cooperative Partners
- Agreement:
 1. Only by **working together** can we achieve goals of enhanced natural resources conservation, environmental and cultural protection, and economic opportunities;
 2. The LCW is an area of **critical and important natural and cultural resources**;
 3. Agree to **support the conservation and protection priorities** of the LCW and to build on the community engagement ideas and concepts;
 4. The Local Government and Planning District Commission Signatories will seek to **build equitable relationships with the Tribes** of the LCW;
 5. **work together to leverage funding** from various sources to advance the LCW goals;



Thank you

Sarah Stewart, AICP

Planning Manager – Environmental Program

PlanRVA

sstewart@planrva.org

www.planrva.org



ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Ellen Cook, Principal Planner and Tammy Mayer Rosario, Assistant Director of Community Development

SUBJECT: Consideration of the James City County Comprehensive Plan, Our County, Our Shared Future: James City County 2045 Comprehensive Plan

ATTACHMENTS:

	Description	Type
☐	Memorandum	Cover Memo
☐	Attachment 1. Resolution	Resolution
☐	Attachment 3. Draft Minutes of the June 3, 2021 Planning Commission Working Group Meeting	Backup Material
☐	Attachment 4. Land Use Applications Summary Sheet	Backup Material
☐	Power Point Presentation	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Rosario, Tammy	Approved	6/28/2021 - 12:01 PM
Development Management	Rosario, Tammy	Approved	6/28/2021 - 3:41 PM
Publication Management	Daniel, Martha	Approved	6/28/2021 - 3:53 PM
Legal Review	Kinsman, Adam	Approved	6/28/2021 - 5:09 PM
Board Secretary	Fellows, Teresa	Approved	6/29/2021 - 3:56 PM
Board Secretary	Rinehimer, Bradley	Approved	6/30/2021 - 7:23 AM
Board Secretary	Fellows, Teresa	Approved	7/1/2021 - 1:56 PM

MEMORANDUM

DATE: July 13, 2021

TO: The Board of Supervisors

FROM: Ellen Cook, Principal Planner
Tammy Mayer Rosario, Assistant Director of Community Development

SUBJECT: Consideration of the James City County Comprehensive Plan, *Our County, Our Shared Future: James City County 2045 Comprehensive Plan*

Members throughout the community have come together to share their vision for James City County and to fashion it in to a document of goals, strategies, and actions for implementation. The culmination of this work is the draft James City County 2045 Comprehensive Plan, *Our County, Our Shared Future*, which is presented today for the Board of Supervisors' consideration.

In accordance with the methodology endorsed by the Board of Supervisors on February 26, 2019, the 2045 Comprehensive Plan reflects contributions from the citizens of James City County, community organizations, the Community Participation Team (CPT), the Planning Commission Working Group (PCWG), and County staff.

The CPT was responsible for encouraging, facilitating, and reporting on citizen participation throughout the Engage 2045 planning process, which included a statistically significant citizen survey, a Listening Forum, and four rounds of public engagement efforts. The team worked in partnership with staff, the Planning Commission, and the Board of Supervisors in the coordination of publicity efforts, educating the public, sponsoring public meetings and other input opportunities, encouraging fellow residents and business members to participate in the planning process, and overseeing the preparation of summary reports on the public outreach and engagement process and the citizen feedback. The CPT's efforts included an estimated 38 meetings/events and 492 volunteer meeting/event hours, and garnered input from more than 1,900 individuals and 11 organizations. These extensive efforts are described in more detail in the Introduction Chapter and in the public engagement reports found in the Plan appendices.

This public input has informed the PCWG's efforts over the course of 21 months to examine all sections of the Comprehensive Plan. Over the course of 31 PCWG meetings and events, representing more than 471 volunteer/event hours, each section of the Plan was revised with community input summaries, current facts and figures, pertinent information to meet state requirements, and updated goals, strategies, and actions. With this update, consultant support for the scenario planning, cumulative impact analysis, and fiscal impact model has provided the specialized technical knowledge necessary to build, run, and extract pertinent information from models during the scenario modeling process. Per communication early in the process, this update has:

- Fulfilled or will fulfill the following operational initiatives from the 2035 Strategic Plan and help advance several others.
 - o Update County Comprehensive Plan - (Goal 4: Protected Community Character and Enhanced Built Environment)
 - o Conduct scenario planning (land use and fiscal evaluation of proposed large land use changes) - (Goal 3: Expanding and Diversifying Local Economy)
 - o Conduct cumulative fiscal, infrastructure, community character, environmental impact analyses - (Goal 7: Fiscally Efficient Government)

- Refine fiscal impact model to assess development impacts on fiscal health - (Goal 7: Fiscally Efficient Government)

The technical models which will be developed for County use after the Plan update will help it examine and manage the fiscal and transportation impacts of growth in the future.

- Addressed items per State Code provisions.
- Examined items prioritized by the Planning Commission including Open Space preservation tools, and a review of the Economic Opportunity Land Use Designation.
- Examined additional items identified by the PCWG, including: watershed zoning; public-private partnerships; housing authorities; growth management tools/James County Service Authority analysis; and Urban Development Areas (UDAs).
- Created a set of Character Design Guidelines.
- Examined and prepared guidance on short-term rentals, as requested by the Board of Supervisors.

The PCWG communicated and discussed details of the proposed revisions with the Board of Supervisors at work sessions on July 23, 2019, October 27, 2020, and May 25, 2021. These revisions were incorporated into the draft Comprehensive Plan and Future Land Use Map (FLUM) (Attachment No. 2).

On June 3, 2021, the PCWG recommended approval of the Plan by a vote of 6-0 (2 members absent), and approval of the FLUM by a vote of 5-2 (1 member absent). The full discussion can be referenced in the draft minutes of the June 3, 2021, PCWG meeting (Attachment No. 3).

On June 24, 2021, the Planning Commission held a public hearing to consider the draft Comprehensive Plan. The Planning Commission voted 5-2 to recommend approval of the Comprehensive Plan and Future Land Use Map.

Following the vote on the Plan overall, the Planning Commission considered the following items for recommendation to the Board.

- 1. Mooretown Road Extended.** The Commission voted 4-3 to recommend to the Board that Mooretown Road Extended be included in the Plan and Future Land Use Map (FLUM). Prior to removal of Mooretown Road Extended from the Plan and FLUM, information about Mooretown Road Extended was included in the Plan/FLUM as listed below.

Please note that following PCWG discussion of the Mooretown Road Extension Corridor Vision language in February 2021, staff had revised the sentence pertaining to funding. The revised material was provided in the packet for the PCWG's May 3, 2021 meeting. However, since the PCWG voted at that meeting to remove Mooretown Road Extended, the language overall was considered as though removed and there was not specific PCWG review or concurrence on the wording shown below.

- Transportation Chapter, Table T-4:

2045-111	Mooretown Road Extension	L RTP Candidate Project	TBD	\$95,400,000
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- Transportation Chapter, Croaker Road Corridor Vision (see reference to Mooretown Road)

The section of Croaker Road extending from Richmond Road to Point O'Woods Road is scheduled to be widened based on future traffic projections. The project proposes widening from two lanes to four lanes and realigning the intersection with Rose Lane. Additionally, the

- project includes undergrounding utilities and constructing a new two-lane bridge parallel to the existing bridge over the CSX line. This project is to address the expected capacity deficiency as well as anticipated traffic from the Mooretown Road extension and Economic Opportunity area.
- Transportation Chapter, Mooretown Road Extension Corridor Vision (entire paragraph)

The Mooretown Road Corridor Study recommended extending Mooretown Road from its current terminus in York County to Croaker Road or Rochambeau Drive. Development within the vicinity of the proposed Mooretown Road extension should be discouraged until master plans are approved and infrastructure is planned to handle intensive development that does not solely rely on Richmond Road. Private funding is expected to pay for the extension, although public and private efforts may be beneficial in master planning the surrounding land uses. The Corridor Study examined three alternative routes, as well as the associated environmental impacts, utility relocation, and cost estimates. On December 8, 2015, the Board of Supervisors voted to support the three alignments outlined in the study. A final route would be determined once a future development is proposed for the corridor.
 - Future Land Use Map - Depiction on the Map as a proposed roadway.
2. **Alternative Energy - Wind Turbines.** The Commission discussed a recommendation to exclude wind turbines in the County within the language of Environment Chapter Goals, Strategies, and Actions (GSA) 4.6, but ultimately did not recommend this change, by a vote of 1-6.
 3. **Rural Lands - Rural Cluster Provisions.** The Commission voted 7-0 to recommend to the Board that the Rural Lands Designation Description language be revised to allow for a higher gross density to be realized in a cluster configuration as compared to a conventional lot configuration. Specifically, the recommended language would revise Rural Lands Development Standards item five, “Rural Clusters,” as follows:
 - a. Current: If built, rural clusters should develop with the following guidelines: (a) Densities should be no higher than the maximum permitted density in the underlying zoning district. Lot sizes may be reduced as appropriate to maximize the preservation of rural viewsheds and resources as described in the standards below.
 - b. Proposed: If built, rural clusters should develop with the following guidelines: (a) Densities may be higher than the maximum permitted density in the underlying zoning district. Lot sizes may be reduced as appropriate to maximize the preservation of rural viewsheds and resources as described in the standards below.
 4. **Carbon Sequestration.** The Commission voted 7-0 to recommend to the Board that Environment Chapter GSA 3.7.1 be revised to clarify the intent of the language regarding carbon sequestration approaches. Specifically, the recommended language change was as follows:
 - a. Current: Investigate carbon sequestration approaches as may be permitted by State Code 15.2-4901.
 - b. Proposed: Investigate carbon sequestration approaches as they may apply to the Rural Lands of the County that preserve forest canopy.
 5. **Land Use Application LU-20-0017 Parcels Across from WindsorMeade Marketplace.** The Commission voted 5-2 to recommend that the Board maintain the Neighborhood Commercial designation for this application.

In addition to the items above, the Commission noted several grammatical revisions and minor data corrections for staff to make in the Plan.

RECOMMENDATION

Staff looks forward to the public hearing and discussing the draft Comprehensive Plan with the Board of Supervisors.

Should the Board of Supervisors wish to vote on the Plan at this meeting, the Planning Commission Working Group, Planning Commission, and staff recommend adoption of the James City County 2045 Comprehensive Plan, *Our County, Our Shared Future*, as attached. Subsequently, the Planning Commission recommended that the Board consider the following amendments to the language of the 2045 Comprehensive Plan, as described above: inclusion of Mooretown Road Extended; revision of the Rural Lands Designation Description Rural Cluster provisions; revision of Environment Chapter GSA 3.7.1 pertaining to carbon sequestration; and designation of the parcels subject to Land Use Application LU-20-0017 as Neighborhood Commercial.

EC/TMR/md
JCC2045CPConsid-mem

Attachments:

1. Resolution
2. Comprehensive Plan and Appendices: <https://jamescitycountyva.gov/3683/The-Plan>
3. Draft Minutes of the June 3, 2021, Planning Commission Working Group Meeting
4. Land Use Applications Summary Sheet
5. Round 3 Public Engagement Report (Appendix D), which includes comments received via the Land Use Applications Questionnaire: <https://jamescitycountyva.gov/DocumentCenter/View/28009/D-Round-3-Public-Engagement-Summary-Report-PDF>
6. Draft Round 4 Public Engagement Report (Appendix E), which includes:
 - a. Land Use Application Comments Received Throughout the Update Process (through July 5, 2021)
 - b. Other Public Comments, received after the Round 3 Public Engagement Report (through July 5, 2021) <https://jamescitycountyva.gov/DocumentCenter/View/28227/E-Round-4-Public-Engagement-Summary-Report-DRAFT-PDF>

RESOLUTION

APPROVAL AND ADOPTION OF THE AMENDED JAMES CITY COUNTY

COMPREHENSIVE PLAN: *OUR COUNTY, OUR SHARED FUTURE*:

JAMES CITY COUNTY 2045 COMPREHENSIVE PLAN

- WHEREAS, Section 15.2-2223 of the Code of Virginia, 1950, as amended (the “Virginia Code”), requires James City County to adopt a comprehensive plan for the physical development of the territory under its jurisdiction, and
- WHEREAS, James City County’s current comprehensive plan and land use map, *Toward 2035: Leading the Way*, was adopted by the Board of Supervisors on June 23, 2015 (the “2035 Comprehensive Plan”); and
- WHEREAS, Section 15.2-2230 of the Virginia Code mandates that every locality’s comprehensive plan be reviewed by the local Planning Commission at least once every five years to determine whether it is advisable to amend the plan; and
- WHEREAS, on July 9, 2019, the Board of Supervisors appointed a 10-member Community Participation Team (CPT), which held 36 meetings over a 20-month period and worked to inform citizens and gather their diverse views for the future development of the County; and
- WHEREAS, an eight-member Planning Commission Working Group (PCWG) held 31 meetings over a 21-month period to review community input, draft text, and update goals, strategies, and actions; and
- WHEREAS, the Planning Commission and Board of Supervisors held three joint work sessions to discuss draft amendments to the 2035 Comprehensive Plan; and
- WHEREAS, the Planning Commission has reviewed the 2035 Comprehensive Plan using input from the citizens, staff, CPT, PCWG, and Board of Supervisors, and determined it advisable to amend the 2035 Comprehensive Plan; and
- WHEREAS, such amendments have been incorporated in the proposed 2045 James City County Comprehensive Plan and Future Land Use Map, entitled *Our County, Our Shared Future: James City County 2045 Comprehensive Plan* (the “2045 Comprehensive Plan”); and
- WHEREAS, on June 24, 2021, the Planning Commission held a public hearing on the amendment of the 2035 Comprehensive Plan and approved the 2045 Comprehensive Plan by a vote of 5-2; and

WHEREAS, subsequent to its approval, the Planning Commission recommended certain amendments to the language of the 2045 Comprehensive Plan, which recommendations were included as an addendum to the copy of the 2045 Comprehensive Plan certified to the Board of Supervisors; and

WHEREAS, on July 13, 2021, the Board of Supervisors held a public hearing on the amendment of the 2035 Comprehensive Plan and desires to approve and adopt the 2045 Comprehensive Plan, as amended.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby amends the 2035 Comprehensive Plan by approval and adoption of *Our County, Our Shared Future: James City County 2045 Comprehensive Plan*, as amended.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

SADLER
ICENHOUR
LARSON
MCGLENNON
HIPPLE

VOTES

AYE NAY ABSTAIN ABSENT

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of July, 2021.

JCCCP2045Consid-res

DRAFT M I N U T E S
JAMES CITY COUNTY PLANNING COMMISSION WORKING GROUP
REGULAR MEETING

Held electronically pursuant to a Continuity of Government Ordinance adopted by the Board of Supervisors on April 14, 2020 and readopted on September 8, 2020 and April 13, 2021. The meeting will be accessible on public access cable channel TV48 or the County's YouTube channel ([youtube.com/user/jamescitycounty](https://www.youtube.com/user/jamescitycounty)). Citizen comments may be submitted via US Mail to the Planning Commission Secretary, PO Box 8784, Williamsburg, VA 23187, via electronic mail to community.development@jamescitycountyva.gov, or by leaving a message at 757-253-6750. Comments must be submitted no later than noon on the day of the meeting. Please provide your name and address for the public record.

June 3, 2021
4:00 P.M.

I. ESTABLISHMENT OF CALL AND RESOLUTION OF TECHNICAL DIFFICULTIES

II. CALL TO ORDER

Mr. Jack Haldeman called the meeting to order at approximately 4:00 p.m.

III. ROLL CALL

PCWG:

Jack Haldeman

Rich Krapf

Julia Leverenz

Tim O'Connor (arrived at 4:40)

Barbara Null

Frank Polster

Ginny Wertman

Staff:

Paul Holt, Director of Community Development

Tammy Rosario, Assistant Director of Community Development

Ellen Cook, Principal Planner

Thomas Wysong, Senior Planner

John Risinger, Planner

Other:

Vlad Gavrilovic, EPR

IV. ADOPTION OF RESOLUTION FOR ELECTRONIC MEETING

Ms. Barbara Null made a motion to Adopt the PCWG electronic meeting resolution.

The motion passed 6-0.

V. MINUTES

Mr. Rich Krapf made a motion to Approve the February 22, 2021 meeting minutes.

The motion passed 6-0.

VI. COMPREHENSIVE PLAN UPDATE MATERIALS

Ms. Ellen Cook presented the Comprehensive Plan Update Materials. She stated that the Board of Supervisors (BOS) voted to remove the Mooretown Road Extension from the Future Land Use Map. (FLUM) She asked if there were any questions about the Mooretown Road Extension.

There were none.

Ms. Cook stated that the BOS voted to move forward with the Rural Lands Policies as they were currently drafted. She asked if there were any questions.

There were none.

Ms. Cook stated that the BOS indicated support for moving forward with the Economic Opportunity Land Use Designation materials as they were currently drafted. She asked if there were any questions.

There were none.

She stated that the BOS provided considerations for the FLUM. She stated that the BOS voted to affirm the PCWG's recommendation for LU-20-0020 to redesignate parcels to Mixed Use. She asked if there were questions.

There were none.

Ms. Cook stated that the BOS considered adjusting the Primary Service Area near the Croaker Interchange. She stated that the BOS voted to proceed with the change, and that the adjustment was now assigned a title of LU-20-0028. She asked if there were any questions.

There were none.

Ms. Cook stated that the BOS voted on LU-20-0017 to redesignate parcels across from WindsorMeade Marketplace to Low Density Residential. She asked if there were any questions.

There were none.

Ms. Cook presented changes to the Goals, Strategies and Actions. (GSAs) She stated that the BOS indicated support for removing action PF 4.7. She stated that the BOS indicated support for retaining action ENV 1.17. She stated that the BOS requested additional information regarding actions ENV 3.7.1, ENV 4.6, ENV 4.6.1, and ENV 4.6.2. She stated that action LU 1.6 had similarities with ENV 4.6 and staff was working to compile additional information for the BOS. She asked if there were any questions.

Mr. Frank Polster asked if the additional information being provided to the BOS could be sent to the PCWG.

Ms. Cook confirmed. She asked if there were any other questions.

There were none.

Ms. Cook stated that staff identified that adjustments to the New Town Community Character Area (CCA) might be appropriate. She stated the CCA would be adjusted to include the parcels in LU-20-0002, remove parcels designated for Federal, State, or County Lands in LU-20-0009, and remove industrially zoned parcels along Tewning Road. She asked if the PCWG had any questions.

Mr. Polster asked if the parcels west of Route 199 designated as Open Space or Recreation would be in the CCA.

Ms. Cook stated that staff would review the CCA in relation to that question and make adjustments if necessary.

Ms. Cook asked if the PCWG had other items for discussion.

Mr. Krapf stated that he was interested in discussing having setbacks or buffers along rural roads and scenic corridors.

Mr. Polster asked if there were any limitations on expanding Forge Road.

Ms. Cook stated that she was not aware of anything that would prohibit widening Forge Road but there may be limiting factors such as easements along the road.

Mr. Polster stated that scenic routes should not be widened so that there would not be additional traffic on the route. He stated that having additional setbacks and buffers along scenic routes would help to screen solar farms and similar developments.

Mr. Krapf stated that he had suggested a 400 feet buffer as a starting point but that the width could be adjusted.

Mr. Polster stated that the Virginia Department of Environmental Quality recommended natural plantings adjacent to solar farms.

Ms. Null stated that viewsheds should be protected from development. She stated that solar farms should be screened from view.

Mr. Polster agreed.

Mr. Haldeman asked if staff had enough guidance for the item.

Ms. Cook stated that the suggestion was to consider 400 feet wide setbacks for Community Character Corridors outside of the PSA. She asked if the PCWG had consensus to move forward with that suggestion.

Mr. Haldeman agreed. He asked if there should be any language regarding plantings for solar farms.

Ms. Cook stated that there were GSAs to consider developing performance standards for renewable energy production which could include specific requirements for solar farms.

Mr. Krapf stated that the 400 feet wide setback could be addressed through vegetative buffers or agricultural uses to establish a natural viewshed.

Ms. Julia Leverenz stated that plantings or agricultural uses would be appropriate in the buffer but not berms.

Mr. Haldeman asked if there were any other items for discussion.

Mr. Krapf asked if the PCWG would have any additional meetings.

Ms. Cook stated that there would not be any additional meetings if the PCWG completed their discussion. She stated that the last item for the PCWG would be making a recommendation on the updated Comprehensive Plan.

Mr. Haldeman asked if the PCWG was ready to vote on the updated Comprehensive Plan.

Mr. Krapf agreed.

Ms. Null agreed.

Mr. Haldeman shared his appreciation for the PCWG, staff, consultants and the update process.

Mr. Polster stated that he had reservations about the FLUM. He stated that he would support the Comprehensive Plan but not the FLUM.

Mr. Haldeman stated that the PCWG would vote on the Comprehensive Plan and the FLUM separately.

Mr. Krapf made a motion to recommend approval of the Comprehensive Plan.

The motion passed 6-0.

Mr. Krapf made a motion to recommend approval of the FLUM.

Ms. Ginny Wertman asked Mr. Polster what reservations he had about the FLUM.

Mr. Polster stated that the Land Use applications to redesignate portions of the Eastern State Hospital property should not be considered right now. He stated that there was not an obligation to change land use designations to reach the 120,000 population in the modeling. He stated that they could be considered in the future if there was market demand.

The motion failed 2-4.

Mr. Haldeman asked what the next steps would be for the FLUM.

Mr. Krapf stated that he had concerns with not approving the FLUM. He stated that the Comprehensive Plan was only a policy document and that additional legislative applications would be needed for rezoning properties. He stated that the revised FLUM incorporated many discussions that the PCWG held.

Ms. Leverenz stated that changing the FLUM would not guarantee new development.

Mr. Polster stated that the FLUM and the Comprehensive Plan were an important tool used when considering legislative applications. He stated that a decision on the future use of the Eastern State Hospital property did not need to be made now.

Ms. Wertman stated that she was concerned with the practical implications of not approving the FLUM.

Mr. Polster stated that the FLUM would be discussed and voted on by the Planning Commission (PC) and the BOS. He stated that the PCWG's vote was only a recommendation.

Ms. Cook confirmed the process described by Mr. Polster. With regard to the FLUM, she stated that the FLUM reflects the recommendations that the PCWG had previously made for the Land Use applications.

Mr. Paul Holt stated that the PCWG's recommendation would be relayed to the PC and the BOS.

Mr. Tim O'Connor arrived at this time.

Mr. Haldeman informed Mr. O'Connor of the results of the votes on the Comprehensive Plan and the FLUM.

Mr. Krapf asked if the FLUM included anything in addition to land use designations. He stated that the PCWG already voted on the individual land use applications. He stated that not approving the overall FLUM would not be appropriate since each application was already voted on.

Mr. Haldeman asked if a recap could be forwarded to the PC for further consideration.

Mr. O'Connor stated that not approving the FLUM would create inconsistencies.

Mr. Holt stated that the chapter materials, GSAs, FLUM and other sections were all components of the overall Comprehensive Plan. He stated that the PCWG's discussion could be considered by the PC and the BOS for any final changes to the components of the Comprehensive Plan.

Ms. Wertman stated that any of the areas inside the PSA that could be Mixed Use required compromises on some factors such as traffic.

Mr. Thomas Wysong spoke to Mr. Krapf's question, and stated that revisions to the FLUM also included the addition of the Military Influence Overlay District as well as the removal of the Mooretown Road Extension.

Mr. O'Connor stated that he did not agree with disapproving of the revised FLUM based on land use applications that were already voted on.

Mr. Krapf stated that the FLUM is a depiction of the votes on the individual land use applications. He stated that disapproving the FLUM would not invalidate the votes for the applications.

Mr. Vlad Gavrilovic stated that the 120,000 population in the models was a control total used for benchmarking and not a policy recommendation. He stated that the Hampton Roads Transportation Planning Organization's (HRTPO) population forecast was used for the control total. He stated that growth would be determined by market and other factors.

Mr. Polster stated that decisions did not need to be made until there was market demand. He stated that he suggested voting on the FLUM separately so that the discussion could be forwarded to the PC and BOS.

Mr. Krapf asked if the PCWG could make a motion to reconsider the vote on the FLUM.

Mr. Holt stated that a PCWG member on the prevailing side of the vote could make a motion to reconsider. He stated that if the motion to reconsider passed, a second motion could be made to vote on the FLUM.

Mr. Polster made a motion to reconsider the vote on the FLUM.

The motion passed 7-0.

Mr. Krapf made a motion to recommend approval of the FLUM.

The motion passed 5-2.

Mr. Haldeman stated that LU-20-0002 and LU-20-0003 were submitted by developers who were interested in the Eastern State Hospital property. He stated that the developers might be interested in proceeding with development applications soon.

Mr. Holt stated that property acquisitions are commonly contingent on approvals of legislative or administrative applications.

Ms. Cook thanked the PCWG for their work and discussions throughout the Comprehensive Plan update process.

Mr. Haldeman asked if there were any other questions.

Mr. O'Connor asked if the PC and BOS would consider the land use applications individually or as a whole. He asked if affected property owners would be notified of the public hearings.

Mr. Holt stated that notifications would be sent out for the public hearings. He stated that the Comprehensive Plan would be voted on as a whole.

Mr. O'Connor asked if the property owners would be informed that they would have an opportunity to speak at the public hearing.

Mr. Holt confirmed.

VII. OTHER ITEMS FOR DISCUSSION

Mr. Haldeman asked if there were any other items for discussion.

There were none.

VIII. ADJOURNMENT

Mr. Krapf made a motion to Adjourn. The motion passed 7-0.

Mr. Haldeman adjourned the meeting at approximately 5:15 p.m.

Land Use Application Case Number	Case Description	PIN	Current Land Use Designation	Proposed Land Use (By Property Owner, PCWG or Staff)	Staff Recommendation	PCWG Vote	Planning Commission Working Group (PCWG) Recommendations, with Board of Supervisors Recommendation in Bold Text Where Different
LU-20-0001	Marston Parcels	2220100036, 2220100034, 2220100090, 2220100035	Rural Lands	Low Density Residential/Addition to PSA	Denial	The PCWG recommended denial of this proposal by a vote of 6-1 at its March 22, 2021 meeting.	No Change
LU-20-0002	Eastern State - New Town Addition	3910100152	Federal, State, and County Land	Mixed Use - New Town	Approval	The PCWG recommended approval of this proposal by a vote of 6-1 at its March 22, 2021 meeting.	Change to Mixed Use - New Town
LU-20-0003	Eastern State - Mixed Use Community	3910100152	Federal, State, and County Land	Mixed Use - Eastern State (new)	Approval	The PCWG recommended approval of this proposal by a vote of 5-2 at its March 22, 2021 meeting.	Change to Mixed Use - Eastern State
LU-20-0004	7341 Richmond Rd.	2320100034	Federal, State, and County Land	Low Density Residential	Approval	The PCWG recommended approval of this proposal by a vote of 7-0 at its March 22, 2021 meeting.	Change to Low Density Residential
LU-20-0005	Stonehouse Tract	0630100005 (2702 acre portion)	Low Density Residential/Within PSA	Rural Lands/Outside PSA	Approval	The PCWG recommended approval of this proposal by a vote of 8-0 at its March 22, 2021 meeting.	Change to Rural Lands/Outside PSA
LU-20-0006	PSA Adjustment	1410100013, 0740100007, 0740100006, 0740100008, 0740100009, 0740100010, 0740100011D, 0740100011E, 0740100011F, 0740100012, 0740100011B, 0740100011A, 0740100013, 1410100013A, 1410100046, 1410100004, 1410100008, 1410100007, 1320100015A	Rural Lands & Low Density Residential	Outside PSA and Rural Lands	Approval	The PCWG recommended approval of this proposal by a vote of 7-1 at its March 22, 2021 meeting.	Change to Rural Lands/Outside PSA
LU-20-0007	Mainland Farm	4610100012	Low Density Residential	Community Character Conservation, Open Space or Recreation	Approval	The PCWG recommended approval of this proposal by a vote of 8-0 at its March 22, 2021 meeting.	Change to Community Character Conservation, Open Space or Recreation
LU-20-0008	Powhatan Creek Wetlands	4640100013, 4640100014, 4640100015	Low Density Residential	Community Character Conservation, Open Space Or Recreation	Approval	The PCWG recommended approval of this proposal by a vote of 8-0 at its March 22, 2021 meeting.	Change to Community Character Conservation, Open Space or Recreation

Land Use Application Case Number	Case Description	PIN	Current Land Use Designation	Proposed Land Use (By Property Owner, PCWG or Staff)	Staff Recommendation	PCWG Vote	Planning Commission Working Group (PCWG) Recommendations, with Board of Supervisors Recommendation in Bold Text Where Different
LU-20-0009	JCSA Tewning Rd Office & Convenience Center	3910100003	Mixed Use New Town, Federal State and County	Federal, State, or County Land	Approval	The PCWG recommended approval of this proposal by a vote of 8-0 at its March 22, 2021 meeting.	Change to Federal, State or County Land
LU-20-0010	Brickyard Parcels	1920100018A, 1920100018	Rural Lands	Community Character Conservation, Open Space or Recreation	Approval	The PCWG recommended approval of this proposal by a vote of 8-0 at its March 22, 2021 meeting.	Change to Community Character Conservation, Open Space or Recreation
LU-20-0011	Winston Terrace Stream Restoration	4810100004A	Community Commercial	Low Density Residential	Approval	The PCWG recommended to change the land use designation to Community Character Conservation, Open Space or Recreation instead of Low Density Residential and recommended approval of this proposal by a vote of 7-1 at its March 22, 2021 meeting.	Change to Community Character Conservation, Open Space or Recreation
LU-20-0012	Grove Convenience Center Site	5230100113	Limited Industry	Federal, State, or County Land	Approval	The PCWG recommended approval of this proposal by a vote of 8-0 at its March 22, 2021 meeting.	Change to Federal, State or County Land
LU-20-0013	Parcel(s) between Oakland Farms & Richmond Rd.	2310100001	Low Density Residential/Moderate Density Residential	Low Density Residential	Denial	The PCWG recommended approval of this proposal to change the land use designation to Low Density Residential by a vote of 6-2 at its March 22, 2021 meeting.	Change to Low Density Residential
LU-20-0014	Parcel near the northwest side of the Croaker Rd/Richmond Rd intersection	1330100008	Low Density Residential/Mixed Use - Toano	Low Density Residential	Denial, Revise MU Language Instead	The PCWG recommended approval of this proposal to keep the land use designation as Low Density Residential/Mixed Use and revise the Mixed Use designation description language by a vote of 7-1 at its March 22, 2021 meeting.	No Change

Land Use Application Case Number	Case Description	PIN	Current Land Use Designation	Proposed Land Use (By Property Owner, PCWG or Staff)	Staff Recommendation	PCWG Vote	Planning Commission Working Group (PCWG) Recommendations, with Board of Supervisors Recommendation in Bold Text Where Different
LU-20-0015	Parcels between Westport subdivision and Centerville Rd.	3620100061, 3620100060	Low Density Residential	Rural Lands/Outside PSA	Denial	The PCWG denied the recommendation to remove the subject parcels from the PSA and change their land use designation to Rural Lands by a vote of 5-2 at its March 22, 2021 meeting.	No Change
LU-20-0016	Croaker Interchange	1430100039, 1440100019	Mixed Use	Community Character Conservation, Open Space or Recreation	Denial, Revise Mixed Use Language instead	The PCWG recommended to change the land use designation to Community Character Conservation, Open Space or Recreation instead of keeping the parcels as Mixed Use and amending the land use designation language and recommended approval of this proposal by a vote of 8-0 at its March 24, 2021 meeting.	Change to Community Character Conservation, Open Space or Recreation
LU-20-0017	Parcels Across from Windsormeade Marketplace	3830100002A, 3830100004, 3830100003, 3840100024	Neighborhood Commercial	Community Character Conservation, Open Space or Recreation OR Low Density Residential	Approval for Low Density Residential	The PCWG recommended to retain the land use designation of Neighborhood Commercial instead of changing the land use designation to Community Character Conservation, Open Space or Recreation OR Low Density Residential and recommended approval of this proposal by a vote of 6-2 at its March 24, 2021 meeting.	PCWG Recommendation: No Change Board of Supervisors Recommendation: Low Density Residential
LU-20-0018	Parcel Northeast of Forge Rd. and Richmond Rd. Intersection	1230100014	Low Density Residential	Rural Lands/Outside PSA	Approval	The PCWG recommended to retain the land use designation of Low Density Residential and inside the PSA instead of changing the land use designation to Rural Lands and outside the PSA by a vote of 8-0 at its March 24, 2021 meeting.	No Change

Land Use Application Case Number	Case Description	PIN	Current Land Use Designation	Proposed Land Use (By Property Owner, PCWG or Staff)	Staff Recommendation	PCWG Vote	Planning Commission Working Group (PCWG) Recommendations, with Board of Supervisors Recommendation in Bold Text Where Different
LU-20-0019	Anderson Corner parcels adjacent to existing Mixed Use (MU)/ Economic Opportunity (EO)	Group 1: 1220100016, 1220100017, 1220100015 Group 2: 1230100001, 1240100064	Low Density Residential, General Industry	Mixed Use - Anderson's Corner	Approval For Contiguous Parcels to Andersons Corner (Group 1), Denial for Group 2 Parcels.	The PCWG recommended to change the land use designation for Group 1 to Mixed Use and keep the Group 2 parcels as General Industry by a vote of 8-0 at its March 24, 2021 meeting.	Group 1: Change to Mixed Use-Anderson's Corner Group 2: No Change
LU-20-0020	Parcels Adjacent to Colonial Heritage on Richmond Rd.	2430100003, 2410100008	Community Commercial	Mixed Use - Lightfoot	Approval, with Modification of Mixed Use Designation	The PCWG recommended to change the land use designation to Mixed Use and amend the Mixed Use designation description by a vote of 6-2 at its March 24, 2021 meeting.	Change to Mixed Use - Lightfoot
LU 20-0021	Parcels Adjacent to Longhill Rd and Centerville Near Warhill Sports Complex	3120100014, 3120100017, 3130100029, 3140100001	Low Density Residential	Moderate Density Residential	Approval	The PCWG recommended to keep the land use designation as Low Density Residential instead of changing to Moderate Density Residential by a vote of 7-0 at its March 24, 2021 meeting.	No Change
LU-20-0022	Parcels on Olde Towne Rd. approximately across from The Colonies at Williamsburg	3240100001, 3240100002A, 3240100002B	Low Density Residential	Moderate Density Residential	Approval	The PCWG recommended to keep the land use designation as Low Density Residential instead of changing to Moderate Density Residential by a vote of 5-2 at its March 24, 2021 meeting.	No Change
LU-20-0023	Parcel on News Rd.	3730100004	Low Density Residential	Moderate Density Residential	Denial	The PCWG recommended to keep the land use designation as Low Density Residential instead of changing to Moderate Density Residential by a vote of 5-2 at its March 24, 2021 meeting.	No Change
LU-20-0024	Parcels across from Recreation Center on Longhill Rd.	3330100037B, 3330100037A, 3330100038	Low Density Residential	Moderate Density Residential	Approval	The PCWG recommended to change the land use designation to Moderate Density Residential by a vote of 5-1 at its March 24, 2021 meeting.	Change to Moderate Density Residential

Land Use Application Case Number	Case Description	PIN	Current Land Use Designation	Proposed Land Use (By Property Owner, PCWG or Staff)	Staff Recommendation	PCWG Vote	Planning Commission Working Group (PCWG) Recommendations, with Board of Supervisors Recommendation in Bold Text Where Different
LU-20-0025	Lake Powell Rd. Parcel	4840100005	Low Density Residential	Moderate Density Residential	Approval	The PCWG recommended to keep the land use designation as Low Density Residential instead of changing to Moderate Density Residential by a vote of 6-0 at its March 24, 2021 meeting.	No Change
LU-20-0026	Parcels on Ron Springs Dr.	5910100028, 5910100029	Low Density Residential	Moderate Density Residential	Approval	The PCWG recommended to change the land use designation to Moderate Density Residential by a vote of 6-0 at its March 24, 2021 meeting.	Change to Moderate Density Residential
LU-20-0027	Parcels Near Colonial Heritage on Richmond Rd.	2430100034, 2430100033	Mixed Use - Lightfoot	Moderate Density Residential	Approval	The PCWG recommended to keep the land use designation as Mixed Use instead of changing to Moderate Density Residential by a vote of 6-0 at its March 24, 2021 meeting.	No Change
LU-20-0028	Croaker Interchange PSA Adjustment	Group 1: 1340100042, 1430100030, 1430100031, 1430100032, 1430100033, 1430100034, 1430100036, 1430100037, 1430100037A, 1430100037B, 1430100038, 1430100040, 1430100040A, 1440100018, Group 2: 1440100019, 1430100039	Low Density Residential, Neighborhood Commercial, Mixed Use-Croaker	Group 1: Rural Lands/Outside PSA, Group 2: Outside PSA	N/A	N/A	No PCWG Vote on This Application Board of Supervisors Recommendation: Group 1 - Outside PSA, Rural Lands; Group 2 - Outside PSA, and per LU-20-0016, designated Community Character Conservation, Open Space or Recreation.

Consideration of the Comprehensive Plan

Our County, Our Shared Future **James City County 2045 Comprehensive Plan**

Planning Commission Recommended Amendments

- The Planning Commission voted 5-2 to recommend approval of the Comprehensive Plan and Future Land Use Map.
- Subsequently, the Commission recommended that the Board consider the following amendments to the language of the 2045 Comprehensive Plan:
 - Inclusion of Mooretown Road Extended;
 - Revision of the Rural Lands Designation Description Rural Cluster provisions;
 - Revision of Environment Chapter GSA 3.7.1 pertaining to carbon sequestration; and
 - Designation of the parcels subject to Land Use Application LU-20-0017 as Neighborhood Commercial.

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Scott A. Stevens, County Administrator

SUBJECT: Discussion or consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; in particular, 3 parcels of real property along Ironbound Road pursuant to Section 2.2-3711(A)(3) of the Code of Virginia

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:18 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Scott A. Stevens, County Administrator

SUBJECT: Discussion or consideration of the disposition of real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; in particular, real property located in Green Mount Industrial Park pursuant to Section 2.2-3711(A)(3) of the Code of Virginia

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:18 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Consideration of a personnel matter, the appointment of individuals to County Boards and/or Commissions pursuant to Section 2.2-3711(A)(1) of the Code of Virginia

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:19 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Christopher Johnson, Director of Economic Development

SUBJECT: Appointment - Economic Development Authority

ATTACHMENTS:

Description	Type
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REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:23 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Appointments - Stormwater Program Advisory Commission

ATTACHMENTS:

Description	Type
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REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:20 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Appointments - Williamsburg Area Arts Commission

ATTACHMENTS:

Description	Type
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REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:22 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Appointment - Williamsburg Regional Library Board of Directors

ATTACHMENTS:

Description	Type
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REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	7/2/2021 - 10:21 AM

ITEM SUMMARY

DATE: 7/13/2021

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Deputy Clerk

SUBJECT: Adjourn until 1 p.m. on July 27, 2021 for the Business Meeting

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	6/30/2021 - 1:46 PM