CALL TO ORDER

Chairman Sanders called the meeting to order at 9:00 a.m., gave the invocation, and led in the Pledge of Allegiance.

RICHMOND COUNTY PUBLIC SCHOOLS

Dr. Smith addressed the Board and advised that the Beta students did well in many categories during their competition and would likely advance to a competition in Florida. Dr. Smith noted that he hopes to be able to finalize the school budget soon. He also noted that there had been discussions of an earlier start date for school since some of the regional partners are moving in that direction. It will be considered going forward. Dr. Smith added that the demolition at the old Intermediate school location was complete, with only grading to be finished. He hopes to bring back to the Board next month some plans for the future of the old 7th grade building. The JROTC is working on a marksmanship project which would include a firing range. Dr. Smith offered thanks to Union Bank and Peoples Community Bank for their donations in the replacement of the score boards on the baseball and football fields.
Mr. Thomas mentioned he thought it was important to preserve the historical value of the old 7th grade building.

Mr. Herbert inquired about the early start date for school and asked if it meant there would be an earlier release date. Dr. Smith noted that the reasons for the early start date would be to benefit the block schedule for testing. The testing for the first semester subjects could take place prior to the Christmas break.

Mr. Herbert mentioned that it may be a good idea to talk to the Regional Jail about the firing range for JROTC. It is his understanding that the Regional Jail has qualified officers to teach about gun safety.

**VDOT**

Stephen McKeever addressed the Board and advised that the “Stop Ahead” signs had been installed on Drinking Swamp Road. As to the speed limit question presented last month, Mr. McKeever noted that legislative action was necessary for the speed adjustment. Mr. McKeever advised the Board that at this time there was no exemption available for agricultural use/traffic on Main Street. The restriction on Main Street has not been made permanent and needs to be discussed.

Mr. Herbert expressed a concern about the Main Street/Rt. 360 intersection. He asked if “puppy feet” could be placed at the intersection to be used as a guide for turning left at the light onto Main Street.

Mr. Pemberton alerted Mr. McKeever of a collapsed culvert on Lanier Road.

Mr. Quicke suggested a conversation with the Town of Warsaw to determine the permanency of the restriction on Main Street.

**TREASURER**

Kristie Brann, Treasurer, presented the Trial Balance Report for the month of January, 2017. The uncollected 2016 real estate tax amount is $588,417.25 and collections are going well. Mrs. Brann mentioned that her office would soon be registering DMV stops for unpaid personal property taxes and would turn the delinquent real estate tax accounts over to Mr. John Hutt.

**COMMISSIONER OF REVENUE**

Jennifer Delano, Commissioner of the Revenue, noted that the personal property returns were mailed and are due back in her office by May 1, 2017. She also advised that her office would soon be working on new construction assessments.
EMERGENCY SERVICES

Greg Baker presented the following EMS report for the month of January: 109 calls in Richmond County; 2 calls for mutual aide into Richmond County; 4 calls for mutual aide to bordering counties and 3 fly outs. There was $42,856.00 collected for the month of January from EMS recovery billing. Mr. Baker added that USDA had approved the grant request for $21,800 towards the power load stretcher system. Mr. Quicke noted that with this grant request the project is 100% funded by grant money with the other one-half coming from the State Office of EMS.

“On a motion made by William C. Herbert, II, the Board voted by roll call: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to adopt the following resolution.”

RESOLUTION OF THE GOVERNING BODY OF RICHMOND COUNTY

The governing body of Richmond County, consisting of five members, in a duly called meeting held on the 9th day of February, 2017 at which a quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED that, in order to facilitate obtaining financial assistance from the United States of America, United States Department of Agriculture, Rural Development, (the Government) in the development of an EMS Equipment Purchase to serve the community, the governing body does hereby adopt and abide by the covenants contained in the agreements, documents, and forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors of Richmond County be authorized to execute on behalf of the County Board of Supervisors the above-referenced agreements and to execute such other documents including, but not limited to, debt instruments and security instruments as may be required in obtaining the said financial assistance.

This Resolution, along with a copy of the above-referenced documents, is hereby entered into the permanent minutes of the meetings of this Board.

RICHMOND COUNTY
By: ____________________________
    F. Lee Sanders, Chairman

CERTIFICATION

I hereby certify that the above resolution was duly adopted by the County Board of Supervisors of Richmond County, Virginia in a duly assembled meeting on the 9th day of February, 2017.

________________________________
Secretary/Clerk
PUBLIC HEARING – METROCAST CABLE TV FRANCHISE AGREEMENT

In accordance with §15.2-2204 of the Code of Virginia, 1950 as amended and pursuant to §15.2-2108.21 of the Code of Virginia, 1950 as amended, the Richmond County Board of Supervisors hereby gives notice that a Public Hearing will start at 9:00 a.m., February 9, 2017 in the Public Meeting Room, County Office Building, Warsaw, Virginia for the following:

To receive public comment on a proposed non-exclusive franchise to Gans Communications, L.P. d/b/a Metrocast Communications and its successors and assigns to operate and maintain a community antenna television system. The complete Franchise Agreement, as presented, may be viewed online at [www.co.richmond.va.us](http://www.co.richmond.va.us) or in person at the Richmond County Administrator’s Office at 101 Court Circle, Warsaw, Virginia 22572 between 9:00 A.M. and 5:00 P.M.

Mr. Quicke read the public notice and noted several key components of the agreement as follows:

- Non-Exclusive, meaning the County is not limiting Cable TV franchise to only Metrocast, or their successors.
- This agreement covers the unincorporated areas of the County, not the Town of Warsaw.
- Agrees to serve and provide Cable TV service to new areas of the County that meet the 30 unit per mile standard whereas the beginning spot is contiguous to already installed infrastructure.
- Install is provided by Metrocast at up to 300’ above ground and 150’ underground, distances over that will be charged to the homeowner.
- Metrocast to provide each Richmond County building one hookup to access cable TV.
- PEG channel- Metrocast to make available one channel for educational and governmental, for non commercial, government programming.
- Metrocast to provide County and subscribers with notice of price changes in accordance to FCC regulations.
- There is no fee paid to the County by Metrocast for the agreement, instead Metrocast sends these dollars to the State and the State returns franchise fee dollars back to the locality in the form of the Virginia Communications Sales Tax.

Mr. Newborg thanked the Board for allowing him to be present today to answer any questions that may be brought forward. Mr. Newborg confirmed the key components set forth above.

Chairman Sanders opened the floor for public comment.

JoAnne Nelson asked if the installation of new cable would be overhead or underground. Mr. Newborg noted that they do both types of installation but approximately 70% of the infrastructure is aerial.
Chairman Sanders closed the public hearing.

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr – aye; to approve the following service agreement/ordinance and allow R. Morgan Quicke to execute such agreement.”

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO GANS COMMUNICATIONS, L.P. d/b/a METROCAST COMMUNICATIONS AND ITS SUCCESSORS AND ASSIGNS TO OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR THE COUNTY REGULATION OF THE COMMUNITY ANTENNA TELEVISION SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF RICHMOND COUNTY, VIRGINIA, THAT

SECTION 1. SHORT TITLE. This ordinance shall be known and may be cited as the “Community Antenna Television Franchise Ordinance.”

SECTION 2. DEFINITIONS. For the purpose of the Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

2-1 “Basic Service” is MetroCast’s lowest level service tier which includes the retransmission of local television broadcast signals.

2-2 “Board” is the Board of Supervisors of Richmond County, Virginia.

2-3 “Communications Act” is the Communications Act of 1934, as amended, 47 U.S.C. §521 et seq.

2-4 “Community Antenna Television System,” hereinafter referred to as “CATV System” or “System,” means a system of coaxial cables or other electrical conductors and equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and transmit them to subscribers for a fee.

2-5 “County” is Richmond County, Virginia.

2-6 “FCC” is the Federal Communications Commission.

2-7 “Franchise” is an authorization granted by the Board pursuant to this Ordinance which permits the construction, operation, and maintenance of a CATV System within the territorial area involved.

2-8 “Grantee” is Gans Communications, L.P. d/b/a MetroCast Communications, or any person or entity who succeeds MetroCast as Grantee hereunder in accordance with the provisions of this Franchise.

2-9 “Persons” is any person, firm, partnership, association, corporation, company or organization of any kind.

2-10 “Subscriber” is any person lawfully receiving any service provided by or carried on the CATV System.
SECTION 3. GRANT OF AUTHORITY. There is hereby granted by the County to Grantee; the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, alleys, public ways, and public places now laid out or dedicated, and all extensions, thereof, and additions thereto in the County, on poles, wires, cable, underground conduits, manholes, and other television conductors, and fixtures, and to use poles, wires, cables and other facilities of persons, providing consent is obtained from such persons, necessary for the maintenance and operation in the County of a community television system for the interception, sale and distribution of television and radio signals.

3-1 Non-exclusive Grant. The right to use and occupy said streets, alleys, public ways and places, or the facilities of other places for the purposes herein set forth shall not be exclusive, and the County reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of the Franchise. Any additional franchises granted by the County shall contain the same substantive terms and conditions as this Franchise and shall be competitively neutral and nondiscriminatory as compared to this or any other franchise granted by the County for the operation of a CATV System or other wireline multichannel video distribution system. Grantee may use the CATV System to deliver services other than cable television services as permitted by applicable law.

3-2 State Franchise. If the Commonwealth of Virginia adopts a state-issued cable franchise, Grantee may replace this Franchise with a state franchise as provided under the authorizing statute.

SECTION 4. GRANTEE LIABILITY – INDEMNIFICATION. It is expressly understood and agreed by and between Grantee and the County that Grantee shall, and does by its acceptance of this Franchise, specifically agree to save the County harmless from all loss sustained by the County on account of any suit, judgment, execution, claim or demand whatsoever resulting from Grantee’s performance of its obligations under this Franchise unless such loss arises from the negligence or intentional misconduct of the County, its officers, agents or employees. The above shall include, but shall not be limited to, damages arising out of copyright infringement and all other damages arising out of the installation, operation or maintenance of the CATV System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

4-1 Grantee, by its acceptance of this Franchise, specifically agrees that it shall maintain throughout the term of this Franchise, liability insurance, insuring the County and Grantee against all claims or damages in the minimum amounts of at least:

(1) $1,000,000 for bodily injury or death to any one person, and $3,000,000 for bodily injury or death resulting from any one accident.

(2) $3,000,000 for property damages resulting from any one accident.

(3) Each of the foregoing insurance policies shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving notice in accordance with the terms of the policy. In addition, in the event that the insurer does not provide such notice directly to the County, Grantee agrees to provide the County with as much advance written notice as is reasonably practicable in the event that any such insurer provides Grantee with notice that it intends to cancel the policy or fail to renew the policy for any reason.

SECTION 5. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. Grantee shall, at all times during the life of this Franchise, be subject to all lawful exercises of the police power by the County and to such regulation as the County, State or Federal Government shall hereafter provide.

5-1 Any lawful regulations established by the FCC pursuant to the Communications Act, as the same may be amended, shall be incorporated into this ordinance. Such regulations shall become incorporated on the date they become obligatory under federal law, or, in the event no obligatory date is established, within one (1) year of adoption by the FCC.
5-2 In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total annual financial commitment pursuant to this Franchise and Applicable Law in excess of five percent (5%) of gross CATV System revenues in the County for such year.

SECTION 6. TERRITORIAL AREA INVOLVED. This Franchise relates to the present unincorporated areas of the County and to any area henceforth added thereto during the term of this Franchise, however, in accordance with the terms and conditions set forth below:

6-1 Grantee shall make cable service available in accordance with the terms of this Franchise to all residences, businesses and other public or privately owned buildings within the County that are within or contiguous to the CATV System as it exists on the date hereof, including multiple dwelling unit buildings, whose owners or occupants request cable service, except for multiple dwelling unit buildings and other locations to which Grantee cannot legally obtain access; provided, however, that Grantee may refuse to provide cable service when (i) it is not economically feasible to do so, (ii) when it is unable pursuant to normal industry practice to obtain necessary programming, real property or other access rights, (iii) when its prior service, payment, or theft of service history with a Person has been unfavorable, or (iv) pursuant to a written waiver by the Board or its designee. As used herein, “economically feasible” shall mean that there are at least thirty (30) occupied homes per mile of cable television distribution plant and that the area is within or contiguous to the CATV System as it exists on the date hereof. The distance to be included in determining the thirty (30) occupied homes per mile shall be based upon a measurement from the outermost extremity of the CATV System as it exists on the date hereof through and measured along the utility easement now laid out or dedicated to the location requesting service. Notwithstanding anything to the contrary contained in this Section 6-1, Grantee is not obligated to extend service to residences beyond 300 aerial feet or 150 underground feet from the CATV System. Isolated residences requiring more than a standard 300 foot aerial drop or 150 foot underground line may be provided at a premium installation rate if such service has been requested by the resident. Grantee may request advanced payment for such installation.

SECTION 7. OPERATION AND MAINTENANCE OF SYSTEM.

7-1 Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests during normal business hours. Grantee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.

7-2 Grantee shall comply with all FCC regulations regarding customer service requirements, including the standards set forth in 47 CFR 76.309(c) with respect to cable office and telephone availability, installation, outages and service calls and communications with subscribers.

7-3 In accordance with FCC customer service standards, Grantee shall render efficient service, respond to service complaints within twenty-four (24) hours and correct malfunctions as necessary (safety and/or other circumstances beyond the Grantee’s control shall be taken into consideration), and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall occur during periods of minimum use of the System.

7-4 Subscribers may apply for and will receive a pro rata credit for loss of cable service if service is out for twenty-four (24) consecutive hours and if the service interruption was not caused by the Subscriber or conditions beyond the reasonable control of Grantee.

SECTION 8. RULES AND REGULATIONS GOVERNING OPERATION. Grantee shall render its service in accordance with all applicable laws.

SECTION 9. COMPLIANCE WITH THE COMMUNICATIONS ACT AND THE RULES AND REGULATIONS OF FEDERAL COMMUNICATIONS COMMISSION. Grantee and the County shall, at all times, comply in all material respects with the provisions of the Communications Act, 47 U.S.C. §521 et seq., and the Rules and
Regulations promulgated by the FCC, as the same may be amended from time to time, with respect to the operation of the System. This obligation shall include adherence in all material aspects by Grantee to the Rules and Regulations of the FCC with respect to technical and engineering specifications involved in the construction of CATV systems and signal carriage therein and adherence in all material respects by the County with the obligations applicable to a “franchising authority” under 47 U.S.C. §521 et seq.

SECTION 10. SERVICE TO LOCAL GOVERNMENT, FIRE DEPARTMENT, RESCUE SQUADS AND PUBLIC SCHOOLS. Upon request from the County, Grantee shall install at no cost one (1) standard cable television service drop connecting one (1) television outlet for the reception of Basic Service and the next most widely distributed service tier in each of the County’s municipal buildings and public schools set forth on Schedule A attached hereto. Such service to such outlets shall be provided at no cost. Connections to additional television outlets within such buildings set forth on Schedule A will be billed in accordance with Grantee’s published installation charges or if custom work is required, at time and materials.

SECTION 11. PEG CHANNEL. Upon request and at no cost, Grantee shall provide the County with the capacity and channel position on its Basic service tier for one (1) educational and governmental (EG) access channel for non-commercial, government programming. The County will be responsible for all equipment costs to originate and transmit programming on the EG access channel. The EG channel will be provided within ninety (90) days after request by the County. Until the County requests the utilization of such EG channel capacity for its designated purposes, Grantee shall have the right to use such channel capacity, and will relinquish such use after receiving such request. If the County is not using the EG channel for its designated purposes after such request, Grantee may request the use of this channel subject to written approval by the County.

SECTION 12. CHANGES TO RATES OR SERVICES. Grantee shall provide Subscribers and the County with notice of changes to its cable services or rates in accordance with FCC rules and regulations.

SECTION 13. EMERGENCY USE OF FACILITIES. Grantee shall comply with all applicable FCC rules regarding the Emergency Alert System (“EAS”). In accordance with Federal or State regulations, such persons authorized by the Board or County Administrator shall have the ability to activate the EAS in the event of any emergency or disaster.

SECTION 14. OTHER BUSINESS ACTIVITIES. This Franchise authorizes only the operation of a CATV System as provided for herein, and does not take the place of any other franchise, license, or permit which might be required by law of Grantee.

SECTION 15. PROMULGATION OF RULES. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the proper operation of the CATV System, and to assure an uninterrupted service to each and all of its Subscribers; provided, however, that such rules, regulations, terms and conditions shall not violate provisions hereof or the laws of the County, the Commonwealth of Virginia, or the United States.

SECTION 16. SAFETY REQUIREMENTS.

16-1 Grantee shall at all times employ ordinary care and shall install and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisance to the public.

16-2 Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Electric Code and the National Electrical Safety Code, and in such manner that they will not interfere with any installation of the County or of a public utility serving in the County.

16-3 All structures, and all lines, equipment and connections in, over, under and upon streets, sidewalks, alleys, and public ways and places of the County, where ever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.
SECTION 17. CONDITIONS OF STREET OCCUPANCY.

17-1 Use. All transmission and distribution structures, lines and equipment erected by Grantee or used on other poles or facilities within the County shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places.

17-2 Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, Grantee shall, at its own cost and expense and in a manner approved by the County Administrator or his or her duly appointed agent, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed in as good conditions as before said work was commenced. If such repairs are not promptly made by Grantee in the time and manner prescribed by the County Administrator or his or her agent, the County shall make such repairs as it deems necessary and charge the same to Grantee.

17-3 Relocation. In the event that at any time during the period of this Franchise the County shall lawfully elect to alter, or change the grade of any street, alley or other public way, or to alter, change, or install public utilities, Grantee, upon thirty (30) days advance notice by the County, shall remove, replace and relocate its poles, wires, cables, and underground conduits, manholes and other fixtures at its own expense; provided, however, in requiring Grantee to remove, replace and/or relocate its equipment, the County shall treat Grantee the same as, and require no more of Grantee, than any other similarly situated utility (i.e. if other similarly situated utilities are reimbursed for the cost associated with such removal, replacement and/or relocation, Grantee shall also be reimbursed). If an emergency exists, the County shall give Grantee the earliest possible notice.

17-4 Placement of Fixture. Grantee shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant, or water and sewer mains, and all such poles or other fixtures placed in any street or otherwise shall be placed within the designated easements for such use and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways; all to be approved by the County Administrator, or his or her duly appointed agent and in accordance with existing County policy.

17-5 Temporary Removal of Wire for Building Moving. Grantee shall, at the request of any person holding a building moving permit issued by the County, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and shall not exceed the actual costs of Grantee. Grantee shall have the authority to require such payment in advance. Grantee shall be given no less than ninety (90) days advance notice to arrange for such temporary wire changes.

17-6 Tree Trimming. Grantee shall have the authority to trim trees upon an overhanging street, alley, sidewalk or public place of the County so as to prevent the branches of such trees from coming into contact with the wires and cables of Grantee at the expense of Grantee.

SECTION 18. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED. Grantee shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Person, provided nothing in this Franchise shall be deemed to prohibit the establishment of a graduated scale of charges, nor shall it be deemed to prohibit Grantee from offering discounts for bundled services or offering inducements meant to attract new customers or to sell additional services to existing customers, nor shall it be deemed to prohibit Grantee from giving free service to County’s municipal buildings and public schools, or for any other public use.

SECTION 19. PAYMENTS OF COMMUNICATIONS SALES AND USE TAX.
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19-1 Communications Sales and Use Tax. Pursuant to Virginia Code § 58.1-648, and Virginia Code § 15.2-2108.1:1, Grantee shall collect the applicable Communications Sales and Use Tax, which shall be remitted to the Commonwealth of Virginia.

19-2 Gross Revenue. Upon written request of the County provided to Grantee, Grantee shall provide a summary report detailing the calculation of the payments made by Grantee pursuant to Section 19-1. Such a request may be made no more than once a year by the County, and such request may only relate to the year immediately preceding the date of the request.

SECTION 20. TERM OF FRANCHISE. The Franchise and rights herein granted under the provisions of this Franchise shall take effect and be in force from after the final passage thereof, as provided by law and upon filing of the acceptance and all other instruments required herein by Grantee with the County Administrator, and shall continue in force and effect for a term of fifteen (15) years after the effective date of this Franchise. The parties 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 1992 Cable Act, as amended. Upon expiration or termination of the Franchise, Grantee shall be afforded a six (6) month period to sell or otherwise dispose of the CATV System located in the County. During such six (6) month period, Grantee shall operate the CATV System in accordance with this Franchise. At the expiration of such six (6) month period, Grantee has the right to remove its facilities in the County within a reasonable period of time.

SECTION 21. TRANSFER OF FRANCHISE. This Franchise shall not be assigned or transferred, in whole or in part, without the consent of the Board, and such consent shall not be unreasonably withheld. Prior notice or consent shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the CATV System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the CATV System to an affiliate under common ownership or control with Grantee.

SECTION 22. SIGNAL QUALITY REQUIREMENTS; SERVICE TO BE PROVIDED.

22-1 Grantee shall engineer, install, maintain, operate and equip the CATV System herein provided so as to meet the technical standards of the FCC.

22-2 Grantee shall demonstrate by instruments and otherwise to County, upon request, that a signal of adequate strength and quality is being delivered.

22-3 The channel line ups are subject to change with appropriate notice, per federal requirements.

SECTION 23. REMOVAL OF FACILITIES UPON REQUEST. Upon termination of service to any subscriber, Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

SECTION 24. COUNTY RIGHT IN FRANCHISE.

24-1 County Rules. The right is hereby reserved by the County to adopt, in addition to the provisions herein contained, any regulations subsequently adopted pursuant to the Communications Act, and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted or with the laws of the Commonwealth of Virginia or of the United States.

24-2 Use of System by County. The County shall have the right during the life of the Franchise to install and maintain free of charge upon the poles of Grantee any wire and pole fixtures necessary for a police or fire alarm system so long as such wires and pole fixtures are in compliance with the National Electrical Safety Code and do not interfere with the CATV operation of Grantee. The expense of such necessary rearrangement shall be paid by the County and shall not exceed Grantee’s actual costs of time and materials.
24-3 **Inspection.** The County shall have the right to inspect all construction or installation work performed subject to the provisions of this Franchise and to make such inspections as it shall find necessary to insure compliance with government ordinances.

**SECTION 25. RECORDS AND REPORTS.**

25-1 The County shall have access during normal business hours to all of the Grantee’s plans, contracts, and engineering, accounting, financial, statistical, customer and service records directly relating to the property and operation of the Grantee’s CATV System in the County and to all other records required to be kept hereunder, provided, however, that nothing contained herein shall be construed to allow the County or any other person access to any personally identifiable information concerning any subscriber or to any proprietary or confidential information contained in Grantee’s contracts or engineering data.

25-2 **Company Rules and Regulations.** Grantee shall have the right to adopt reasonable rules, regulations, terms and conditions governing the conduct of its business. Copies of such rules, regulations, terms and conditions adopted by Grantee for the conduct of its business shall be available to subscribers and to the County upon request.

**SECTION 26. TERMINATION.**

26-1 Subject to Section 27, the County may terminate the Franchise granted under this Ordinance in case of material noncompliance by Grantee. Material noncompliance shall include: (i) a material violation by Grantee of any term, condition, or provision of this Ordinance that remains uncured within the applicable cure period; (ii) failure of Grantee to comply with any reasonable, material provision of any applicable Ordinance; (iii) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the CATV System; (iv) Grantee abandons the CATV System; or (v) Grantee fails to operate the CATV System for a period of 30 days.

**SECTION 27. TERMINATION PROCEDURES.** If the County seeks to terminate this Franchise under Section 26, the County shall follow the procedures in this section.

27-1 **Notice of Complaint.** The County shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.

27-2 **Opportunity to Cure.** Grantee shall have sixty (60) days from receipt of written notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the sixty (60)-day period, the County shall provide Grantee with written notice withdrawing the complaint.

27-3 **Public Hearing.** If Grantee fails to cure the alleged noncompliance within the sixty (60)-day cure period, or if Grantee provides the County with written notice disputing the complaint, and the parties fail to otherwise resolve the matter, the County shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to the Board all evidence relevant to Grantee’s defense. At the conclusion of the public hearing, the Board may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.

27-4 **Termination.** The County may, after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Grantee. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the CATV System in accordance with this Ordinance while the case is pending.

**SECTION 28. MISCELLANEOUS.**
28-1 **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof if it being the intent now hereby declared that this Franchise would have been adopted even if such unlawful, unconstitutional or void matter had not been included therein.

28-2 **Force Majeure.** Grantee shall not be held in default under, or in noncompliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor utility poles to which the CATV System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary. Furthermore, the parties hereby agree that it is not the County’s intention to subject Grantee to penalties, fines, forfeitures or revocation of this Franchise for violations of this Ordinance where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers, or where strict performance would result in practical difficulties and hardship to Grantee which outweigh the benefit to be derived by the County.

28-3 **Notices.** Notices under this Ordinance shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To the County:

Richmond County, Virginia  
P.O. Box 1000  
Warsaw, VA 22572-1000  
Attn: County Administrator

To Grantee:

Gans Communications, L.P. d/b/a MetroCast Communications  
126 Urbanna Road  
P.O. Box 1147  
Saluda, VA 23149  
Attn: General Manager

With copy to:

Gans Communications, L.P. d/b/a MetroCast Communications  
70 East Lancaster Avenue  
Frazer, PA 19355  
Attn: General Counsel

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

28-4 **Amendments to this Ordinance.** This Franchise shall not be amended or modified except by written agreement executed by the County and Grantee.

ENACTED AND ORDAINED BY THE BOARD OF SUPERVISORS OF RICHMOND COUNTY, VIRGINIA this ______ day of _____________________, 2016.

COUNTY OF RICHMOND, VIRGINIA

____________________________________________
County Administrator
OLD BUSINESS

MERRIMAC CENTER JUVENILE DETENTION – AMENDMENT TO USER AGREEMENT

Mr. Quicke advised that new changes are being proposed to the Middle Peninsula Juvenile Detention Commission Service Agreement. As in September 2016, the Board agreed upon proposed amendments to the Service Agreement that had been voted on by the commission.

The key component to remember is that amendments to the Service Agreement shall be unanimous between the 18 member localities, and last fall there were a few localities that did not wish to adopt the changes to the agreement.

In response, the Commission reached out to those localities in order to hopefully resolve the questions and concerns they had with the proposed changes.

Mr. Quicke noted that the proposed changes are in response to the current user billing charges to each of the localities for user days. Localities are currently billed monthly based on a rate of $192 per day. Annually approximately $12,000 each year is budgeted for Juvenile Detention, however in years of higher than usual use, our expenditures can be as much as $75,000 or $100,000.

The changes being proposed provide for annual budgets to be based on a rolling 5 year average.

If Richmond County had been on the rolling five year average in FY15, we would not have paid such a large sum in one year, and would have been able to catch up in future years with the average trending up. This is a positive change for Richmond County because it gives us a set amount every budget year to pay, and it controls budget fluctuations that may occur in years such as FY15.
“On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr – aye; to adopt the following resolution:

CONCURRENT RESOLUTION OF THE MIDDLE PENINSULA DETENTION COMMISSION AND ITS MEMBER JURISDICTIONS, AMENDING THE PROVISIONS OF ITS DECEMBER 1994 SERVICE AGREEMENT.

Whereas, the Service Agreement (“Agreement”) was signed by the Member Jurisdictions in December 1994 to govern the parties’ respective obligations before, during, and after the construction of the Middle Peninsula Detention Center (“Center”); and

Whereas, because the Agreement has been in effect for 23 years, and because the Center has been constructed and placed in service, the Commission and Member Jurisdictions realize that portions of the Agreement are no longer applicable or are no longer efficient; and

Whereas, the Commission and Member Jurisdictions desire to revise the Agreement by

1. Replacing the original “per diem” formula with a rolling 5-year member utilization method in order to improve predictability of the Member Jurisdictions’ and the Commission’s respective annual budget process beginning with Fiscal Year 2018;
2. Replacing “Per diem” with “Member Usage Fee” to better represent the new funding method;
3. Removing obsolete provisions that applied only during pre-construction and construction of the facility;
4. Removing references to King George County, which is no longer a member; and
5. Other technical revisions as set out in the amended Agreement attached hereto and incorporated herein.

Whereas, other than as amended hereby, the Agreement as originally adopted remains in effect; now therefore

Be it concurrently resolved, by the Middle Peninsula Juvenile Detention Commission, the Boards of Supervisors of the Counties of Caroline, Charles City, Essex, Gloucester, Hanover, James City, King and Queen, King William, Lancaster, Mathews, Middlesex, New Kent, Northumberland, Richmond, Westmoreland and York, and the Councils of the Cities of Poquoson and Williamsburg, that Agreement adopted by all of them effective December 12, 1994, is amended and readopted as set forth in the attached Agreement.

Adopted this _____ day of __________________, 2017
By: ____________________________
Attest: ____________________________
PROPOSED LAND USE ORDINANCE REVISIONS

Mr. Quicke advised the Board that he is currently working with Sands Anderson to possibly revise the Land Use Ordinance in regards to the yearly revalidation portion. Mr. Quicke provided information for the Board to review on possible changes to the revalidation (yearly revalidation, no revalidation or periodic revalidation together with re-assessments). The matter will be put back on the agenda for March. Mr. Quicke did note that any changes would require a public hearing.

NEW BUSINESS

NORTHERN NECK TOURISM COMMISSION – APPOINTMENTS

Mr. Quicke notified the Board that there are two vacancies created on the Northern Neck Tourism Commission.


REMOTE AREA MEDICAL – 2017 FUNDING REQUEST – CARRIE LEWIS

Mrs. Carrie Lewis advised the Board that the RAM clinic is scheduled to be held this year on November 4-5, 2017. Two years ago, the RAM clinic was held and served 611 people. Approximately 40% of those individuals were Richmond County residents. Mrs. Lewis is in hopes that people are now aware of the project and the number of attendees will be higher this year. Mrs. Lewis asked for the support of Richmond County for a donation of $1,500.00. Chairman Sanders mentioned that the donation would be considered and possibly included as an item in the upcoming budget.

Mrs. Carrie Lewis invited the Board to visit the clinic on November 4-5, 2017.

INTEGRATED CENTRAL ACCOUNTING SYSTEM

Mr. Quicke reminded the Board of the need for the County to work towards the implementation of an integrated central accounting system that would bring all of our systems together in a consolidated form. The audit firm has highly recommended the integrated system. This would include:

- General Ledger
- Billing
- Tax Collections, current and delinquent
- Assessments
- Accounts Payable
- Payroll
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- Zoning and Building Permits
- Budgeting and Monthly reporting
- Many other items

Mr. Quicke added that the current structure of the County’s IT infrastructure is stand-alone systems that were built and installed at separate times throughout the years, and therefore do not communicate well with each other.

Mr. Quicke believes it is an important next step for Richmond County to implement a central system and has put together a committee to research different systems. Since the project will likely cost $75,000 - $125,000, Mr. Quicke wants to make sure that the Board is content with the committee beginning to put in some work on this item prior to formal approval.

Mr. Herbert noted that this should be one of the top priorities for the County.

ONGOING PROJECTS

MONTHLY APPROPRIATIONS – RICHMOND COUNTY DEPARTMENT OF SOCIAL SERVICES

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to appropriate $85,000.00 to the Richmond County Department of Social Services for the month of March, 2017.”

MONTHLY APPROPRIATIONS – RICHMOND COUNTY PUBLIC SCHOOLS

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; Robert B. Pemberton – aye; William C. Herbert, II – aye; J. David Parr - aye: to appropriate $1,290,116.00 to the Richmond County School Board for the month of March, 2017.”

APPROVAL OF MINUTES – JANUARY 3, 2017 / JANUARY 12, 2017

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the minutes from the January 3, 2017 and January 12, 2017 meeting.”

OTHER BUSINESS

Mr. Parr thanked Mrs. Carrie Lewis for all of her hard work on the RAM event that helps so many citizens in Richmond County.

Chairperson Sanders also thanked Mrs. Carrie Lewis for her help with the RAM clinic and also thanks the School Board for offering space for the event to be held.
ADJOURNMENT

After no further business, Chairman Sanders adjourned the meeting.

_________________________
F. Lee Sanders, Chairman
Richmond County Board of Supervisors