



**ROCKY MOUNT TOWN COUNCIL
AGENDA
REGULAR COUNCIL MEETING
TO BE HELD IN COUNCIL CHAMBERS
ROCKY MOUNT MUNICIPAL BUILDING
345 DONALD AVENUE
ROCKY MOUNT, VIRGINIA
DECEMBER 12, 2016
AT 7:00 P.M.**

When speaking before Town Council, please come to the podium and give your name and address for the record. Please address the Council and not the audience. If you provide Council with any documentation, please also give a copy to the town clerk prior to speaking.

◆
All cellular phones must be turned off during the Council Meeting.
◆

The Town of Rocky Mount is pleased to offer assistive listening devices for meeting attendees with special hearing needs. Please ask any staff member or the town clerk for assistance.

- I. Roll Call
- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Special Items
 - Presentation of Town of Rocky Mount Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016
- V. Public Hearing
 - Cable Franchise
- VI. Approval of Draft Minutes
 - November 14, 2016 Regular Meeting Minutes
- VII. Approval of Consent Agenda
 - Miscellaneous Action
 - Miscellaneous Resolutions/Proclamations
 - Departmental Monthly Reports
 - Community Development Department
 - Finance Department
 - Fire Department
 - Police Department
 - Public Works Department
 - Wastewater Department
 - Water Department
- VIII. Hearing of Citizens
- IX. Old Business
 1. Review and Consideration for Comprehensive Economic Development Strategy (CEDs)
- X. New Business
 1. Review and Consideration for Goodwill Industries of the Valleys Parade

XI. Committee Reports

1. Finance & Human Services Committee Meeting on December 12, 2016 (not available at time of packet)

XII. Other Matters, Concerns and Rise 'N Shine Appearances

XIII. Closed Meeting and Action

Section 2.2-3711(A).3 - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Section 2.2-3711(A).1 - Discussion, consideration or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body. (Town Manager's Office)

Section 2.2-3711(A).1 - Discussion, consideration or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body. (Economic Development Authority)

XIV. Adjournment

Copies of the agenda packet are available for review at the Town Clerk's Office located at the Rocky Mount Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia, Monday through Friday, during normal working hours (8 a.m. to 5 p.m.), or by going to Town of Rocky Mount website: www.rockymountva.org.

◆
Notice of intent to comply with Americans With Disabilities Act: Special assistance is available for disabled persons addressing Town Council. Efforts will be made to provide adaptations or accommodations based on individual needs of qualified individuals with disability, provided that reasonable advance notification has been received by the Town Clerk's Office. For assistance, please contact the Town Clerk's Office, Town of Rocky Mount, 345 Donald Avenue, Rocky Mount, VA 24151, or by calling (540) 483-7660.

◆
Thank you for taking the time to participate in your Town Council meeting. The Mayor and members of Council invite and encourage you to attend whenever possible because good government depends on the interest and involvement of citizens.

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens** **Consent Item** **Old Business** **New Business**
 Committee Report **Other**

FOR COUNCIL MEETING DATED:	December 12, 2016
----------------------------	-------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager Linda Woody, Finance Director
BRIEF SUMMARY OF REQUEST:	Re: Presentation of Town of Rocky Mount Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016. Deanna Cox and / or Emily Veirs with the audit firm Robinson, Farmer, Cox Associates will be here to formally present the annual report. They will also be at the Finance Committee meeting scheduled for 6:00 p.m. on Monday, December 12, 2016.
ACTION NEEDED:	Accept the audited financial statements.

Attachment(s): The 2016 CAFR was previously received.

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
--

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens**
 Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	December 12, 2016
----------------------------	-------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	<p>Shentel has asked the Town of Rocky Mount to renew its franchise to provide cable television services in Rocky Mount. The Federal Communications Commission and the State of Virginia (47 U.S.C. § 546 and Virginia § 12.2-2100) has established the process for a cable television franchise and two key items in that process are public hearings. The first was held on February 4, 2016 to solicit citizens input on what items should be included in the franchise and to hear from Rocky Mount citizens regarding your satisfaction with Shentel, their services and citizen ideas and input for how Shentel can meet the Cable Television needs of the Town in the next ten years.</p> <p>The Town's regulatory vehicle for Cable Television is comprised of two items, a Franchise (authorization to provided services in our community using the public's rights-of-way) and an Ordinance (our laws governing the delivery of Cable Television services in our community). After the initial public hearing the Town and Shentel spent ten months negotiating a revised Cable Television Franchise and Ordinance. These were made available to the public for review and a second public hearing was advertised for this meeting for comment on the proposed documents.</p> <p>Notice was also given to other providers of cable television services that the Town intends to consider issuing a Cable Television Franchise for a period of ten years and that other providers wishing to be considered to receive a franchise are welcomed and encouraged to submit a proposal.</p>
ACTION NEEDED:	Accept public input on the proposed documents.

Attachment(s):

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
--

FRANCHISE AGREEMENT

BETWEEN

TOWN OF ROCKY MOUNT,
VIRGINIA

AND

SHENANDOAH CABLE TELEVISION, LLC

January 9, 2017

CABLE TELEVISION

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into as of this 9th day of January 2017, by and between the Town of Rocky Mount, Virginia, hereinafter referred to as “Town” and Shenandoah Cable Television, LLC, locally known as Shentel, hereinafter referred to as “Franchisee.”

WHEREAS, the Town is authorized to grant one or more nonexclusive, revocable, franchises to construct, operate and maintain a cable television system within the Town;

WHEREAS, Franchisee’s franchise will be renewed and Franchisee will continue to operate and maintain a cable television system as set forth herein;

WHEREAS, the Town, after due evaluation, has determined that it is in the best interest of the Town and its residents to grant a Franchise to Franchisee for a ten (10) year term.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

I. GRANTED TO SHENANDOAH CABLE TELEVISION, LLC
LOCALLY KNOWN AS SHENTEL

A. Purpose. The purpose of this section is to award a Franchise to Franchisee for a cable television system to provide cable television services to residents of the Town. Franchisee shall use its best efforts to provide a cable television system and offer cable television services that meet industry standards.

B. Enactment. Franchisee is hereby granted a nonexclusive Franchise to operate a cable television system to provide cable services within the Town in accordance with the Town’s Cable Television Ordinance (“Cable Ordinance”) as specified in Section V, this Franchise, the rules and regulations adopted by the Town Council, all ordinances of the Town and all generally applicable rules and regulations of the Federal Communications Commission. The Town may from time to time amend the Cable Ordinance.

C. Effective Date. This Franchise Agreement shall become effective on March 13, 2017; provided, however, that the Franchisee has signed the Agreement prior to that time. Immediately upon the taking effect of this Franchise Agreement, the prior Franchise and any franchise agreement extensions granted to Franchisee shall be superseded and of no further force and effect; except for vested rights and issues relating to billings and the Town's rights to franchise fees or other taxes, fees, bonds or insurance.

D. Public Right of Way. For the purpose of operating and maintaining a cable television system in the Town, Franchisee may erect, in, over, under, or upon, across, and along the public right of way within the Town such wires, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other equipment as are necessary and appurtenant to the operation of the cable television system in the Town and in accordance with this Franchise Agreement and the Cable Ordinance.

II. RIGHT OF TOWN TO ISSUE FRANCHISE

Franchisee acknowledges and accepts the legal right of the Town to issue this Franchise Agreement.

III. TERM

The term of this Franchise Agreement shall be for a period of ten (10) years from the effective date, unless sooner revoked as provided for in the Cable Ordinance, at which time it shall expire and be of no further force and effect.

IV. FRANCHISE NONEXCLUSIVE

This Franchise Agreement shall not be construed as any limitation upon the right of the Town to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The Town specifically reserves the right to grant at any time during the term of this Franchise Agreement or extension thereof, if any, such additional Franchises for a cable television system as it deems appropriate.

V. INCORPORATION OF THE CABLE ORDINANCE BY REFERENCE AND RESOLUTION OF CONFLICTS

All terms, conditions and provisions of the Cable Ordinance shall be deemed to be embodied in this Franchise Agreement, and the express terms of said Cable Ordinance shall prevail over conflicting or inconsistent provisions of this Franchise Agreement. The Town and Franchisee warrant upon execution of the Ordinance and Franchise Agreement that no conflicting or inconsistent provisions exist between the Franchise Agreement and Ordinance as it exists on the effective date of the Franchise Agreement and that all provisions of the Franchise Agreement are consistent and enforceable. The Cable Ordinance may be amended by the Town, provided, however, that any amendment to the Cable Ordinance binding on the Franchisee shall be confined to changes which do not materially alter the rights and obligations of the Franchisee under this Franchise Agreement and the Cable Ordinance as it exists on the date of this Franchise Agreement, unless Franchisee agrees in writing to be bound by such amendment.

VI. DEFINITIONS

A. All definitions set forth in the Cable Ordinance pertain to this Franchise Agreement and shall be relevant to the purposes and meaning of this Franchise Agreement. All terms used in this Franchise, unless otherwise defined, shall have the same meaning as set forth in Virginia Code § 15.2 Chapter 21. Franchises; Sale and Lease of Certain Municipal Public Property; Public Utilities and Title VI of the Communications Act of 1934, 47 U.S.C. § 521 et seq. Such references to state and federal code shall include amendments thereto as are enacted from time-to-time

B. Subscriber Network – shall mean that portion of the cable system that is distributed from the Franchisee’s headend serving subscribers located within the Town of Rocky Mount, Virginia.

VII. SERVICE AREA

A. Service Area. The service area of Franchisee shall be the entire corporate boundaries of the Town and include any areas annexed to the Town in the future. The Town shall provide Franchisee with at least ninety (90) days notice prior to an annexation.

B. Service to Residents. Franchisee shall make cable television service available to all residents of the Town as it exists on the effective date of this Agreement. Additional areas will be constructed as specified below.

Franchisee shall extend service within thirty (30) days of a request to all new dwelling units that are passed by the existing cable system and require a standard one hundred and fifty foot (150') drop. New dwelling units requesting service that are passed by the existing cable system and requiring a non-standard drop will be served within fourteen (14) days of a request; provided, however, that all non-wired dwelling units which require plant extensions in areas annexed after the effective date of their Agreement will be served within thirty (30) days, weather permitting, following the later of: 1) a request for services by a subscriber; or 2) completion of any necessary pole or trench permitting process and following procurement of all necessary easements and/or access from developer. Franchisee shall use its best efforts to provide service as soon as possible and Franchisee shall request all permits, easements, and/or access in a timely manner. Franchisee shall construct the cable system, at its cost, to all areas annexed after the effective date of this agreement that have thirty (30) dwelling units per mile.

C. Subscriber Drops. Franchisee agrees to provide subscribers with a standard drop of one hundred and fifty feet (150'). Service in excess of one hundred fifty feet (150') shall be charged to the customer only for the costs which exceed the normal cost of a standard drop. Upon request, Cable Service shall be made available to new residents within thirty (30) days after occupancy. Town shall use reasonable efforts to notify Franchisee of new developments. Franchisee shall use its best efforts to construct in new developments at the same time as the utilities.

D. Commercial Service. Franchisee shall, upon request by commercial/industrial establishment, make service available to all commercial/industrial establishments that are located within one hundred and fifty feet (150') of the system at Franchisee's standard aerial installation rate expense. For commercial/industrial establishments served underground or for aerial extensions beyond one hundred and fifty feet (150'), Franchisee shall, upon request of a commercial/industrial establishment, make service available on the basis of a capital contribution in aid of construction from the requesting establishment, including cost of material, labor, and easements.

E. House Moving. Franchisee shall, upon the request of the Town, move and replace its facilities to accommodate house moves conducted on behalf of the Town, free of charge to the Town. Franchisee, within fourteen (14) business days of receipt of the written request of a Town permit holder or property owner, shall move and replace its facilities to accommodate house moves or other structural changes at a reasonable cost to the property owner or permit holder.

VIII. SYSTEM AND CAPACITY

A. System. Franchisee shall operate its cable system with a bandwidth capacity of at least 860 MHz, utilizing a fiber to the node design. New materials shall be utilized in the cable television system where existing cable does not meet manufacturers' specifications. The interconnections from the headend to the hubs and from the hubs to the nodes shall use fiber optics. Any loose lashings shall be repaired when identified and unused plant shall be removed in a timely manner, but in no event later than six (6) months after such section of the facilities is unused. The Franchisee's cable television system shall only be placed in public right-of-way or be placed on private or public property where a duly authorized easement has been obtained or is allowed by law prior to construction on the property.

B. Construction Oversight. During any future upgrade or rebuild, Franchisee or its agents shall inspect one hundred percent (100%) of all fiber and coaxial cable to insure it meets specifications

of the Cable Ordinance, this Franchise Agreement, and the rules and regulations of the FCC. During any construction, upgrade or rebuild Franchisee shall designate an employee to act as a company representative by responding to complaints on a daily basis and provide the Town with the person's name and telephone number. Franchisee shall use its best efforts to minimize traffic disruption during any construction, upgrade or rebuild and coordinate scheduling the Town.

C. Construction Schedule and Subscriber Notification. The Franchisee shall provide the Town with a timetable for any upgrade or rebuild three months prior to initiating construction. After the initiation of construction, the Franchisee shall provide monthly updated of the timetable to the Town. Franchisee shall notify subscribers of construction affecting them through appropriate media and door hangers.

D. Compliance with Applicable Law. In constructing, operating and maintaining the system, Franchisee shall at all times comply with this Franchise, the Cable Ordinance, the rules and regulations of the FCC and all applicable laws and regulations.

E. Drop Audit. All Franchise's drops shall meet National Electric Code and the National Electric Safety Code. Drops not meeting such standards shall be replaced when found to be substandard. Franchisee shall check subscriber drops for compliance with this section during repair calls. Upon request, Franchisee shall check to ensure that a subscriber's tap meets the appropriate signal strength level.

F. Equipment Quality. Equipment used for the distribution system, headend and reception facilities shall be of good and durable quality and be serviced and repaired on a regular basis and shall at all times be of equal or better quality than the equipment in place upon the effective date of this Franchise.

G. Emergency Alert. Franchisee shall comply with the requirements of the Federal emergency alert system as specified by the FCC (47 CFR Part 11.1, et seq.). Franchisee will provide a telephone contact list whereby the Town may call Franchisee to

activate a local Emergency Alert to be initiated by the Town and activated by Franchisee within ten minutes. The person(s) responsible for activating the alert on behalf of the Town shall be provided to Franchisee in writing, which may be changed by written notice from time to time by Town.

H. Parental Control Devices. Franchisee shall provide to subscribers, upon request, parental control devices that allow any channel or channels to be locked out. Such devices shall block both the video and the audio portion of such channels to the extent that both are unintelligible. In accordance with the Cable Act [47 U.S. C. Section 569], Franchisee agrees to block the video and audio portions of all primarily adult programming services.

I. Performance Testing.

1. Franchisee shall perform all system tests and maintenance procedures as required by and in accordance with the FCC Technical Standards, applicable law and Franchisee's standards of good operating practice. Upon request by the Town in advance of any test(s), Franchisee shall notify the Town, at least three (3) working days prior to the date of the test(s), of the time and place of the test(s) so that the Town may arrange for the presence of consultant at the test(s). Franchisee shall provide the results of all such tests to the Town no later than sixty (60) days of the Town's written request.

2. Whenever requested by the Town, due to subscriber complaints, Franchisee shall test, analyze, and report on the performance of its cable television system at specific sites within the Town that the Town has identified as having service quality problems. Franchisee shall take corrective action on any problems found through the testing within twenty-four (24) hours and shall use its best efforts to correct the problem in forty-eight (48) hours. The Town may require additional tests, full or partial repeat tests, different test procedures, or tests involving a specific subscriber's terminal. Reports on such tests shall be delivered to the Town no later than ten (10) business days after the Town notifies Franchisee to perform the test(s). The Town or its designees shall have the right to observe said testing and Franchisee's employees shall actually perform work on the cable system. The report shall include the following

information: the nature of the complaints which precipitated the special tests; what cable television system component was tested; the equipment used and procedures employed in said testing; the results of such tests; and the methods by which said complaints were resolved. Said tests and analyses shall be conducted by a qualified technician who shall sign all records of the special tests and forward same to the Town with a report interpreting the results of the tests and recommending what actions should be taken. If requested by the Town, Franchisee shall have a qualified engineer employed by the Franchisee to review such test results. All such tests shall be at the expense of Franchisee.

J. Technical Standards. The cable television system permitted to be operated hereunder shall be installed and operated in conformance with the Cable Ordinance as specified in Section V, this Franchise Agreement and FCC rules and regulations. Any FCC technical standards or guidelines related to the cable television system and facilities shall be deemed to be regulations under this Franchise Agreement.

K. Employee Identification. Franchisee shall provide a standard photographic identification document to all employees, including employees of subcontractors, who shall be in contact with the public. Such documents shall include a telephone number that can be used to verify identification. In addition, Franchisee shall use its best efforts to identify all field personnel and vehicles that are operating under the authority of Franchisee or its agents.

L. Stereo and Embedded Signals. The system shall have the capability and shall pass Broadcast Television Systems Committee (BTSC) stereo signals or other stereo signals for those broadcast, satellite, and locally originated services that transmit them.

M. Outage Reports. Upon written or electronic request, Franchisee shall provide reports to the Town of service outages, persistent maintenance problems, and customer complaint resolution. Franchisee shall notify the Town if there are any systems or service interruption problems that involve a node outage or affect fifteen percent (15%) or more of the subscribers in service area.

N. Cable Services. Franchisee shall be required to offer in the Town the same cable and telecommunications packages that are offered on other systems owned by the Franchisee, its parent company or affiliates, with the same or up to 30% smaller numbers of subscribers in the State of Virginia, except for cable services offered on a test or experimental basis. At such time as Franchisee, its parent company or affiliates has less than four communities with headends serving similar numbers of subscribers, then the comparison communities shall be drawn from the next communities closest subscriber count by the Town from other systems owned by the Franchisee, its parent company or affiliates in the State of Virginia. Franchisee shall provide such packages to subscribers in the Town within a reasonable period of time and in no event longer than one (1) year from when such packages are being offered in systems as described above.

O. Technical Contact. Franchisee shall provide the Town on an on-going basis with the direct telephone number of a technician to call in case of emergency, other system problems, system operations or services. Such technician shall have the authority to respond to complaints indicated by the Town.

IX. CONSTRUCTION

A. Construction Methods. Franchisee shall construct new components of the system in accordance with current industry standards, Franchisee's construction manual. (See Appendix A, "Construction Manual," which shall be available electronically by request). The Franchisee shall follow the permitting process as specified by the Town.

B. Underground Construction. Franchisee shall participate in and use Virginia Utility Protection Service (Miss Utility) and shall respond to locate requests in a timely manner ninety-five (95) percent of the time. Franchisee shall ensure that cable is buried at a depth of eighteen (18) inches unless there is rock under the surface or a subscriber has requested that a drop be hand buried. In such cases, the Franchisee shall use its best efforts to bury the cable at a depth of eighteen (18) inches, but, at a minimum, shall bury the cable at the depth of twelve (12) inches. Temporary drops shall be buried within

ten (10) business days of installation, weather permitting. Franchisee shall participate in the area's utility committee and use best efforts to send a representative to meet regularly with the committee to discuss issues related to utilities, rights of way and service coordination.

C. Consumer Compatibility. Franchisee shall comply with FCC consumer compatibility rules and guidelines and shall use its best efforts to provide subscriber friendly technology. .

D. Quality of Construction. Construction, installation, operation and maintenance of the cable television system shall be performed in an orderly and workmanlike manner, in accordance with then-current technological standards and the Cable Ordinance.

E. Right of Inspection of Construction. The Town shall have the right to inspect all construction or installation work performed subject to the provisions of this Franchise Agreement and the Cable Ordinance and to make such tests, upon reasonable notice, as it shall find necessary to ensure compliance with the terms of this Franchise Agreement and the Cable Ordinance as specified in Section V and other pertinent provisions of law. The Town, or its agents, shall not have the right to perform work on the cable system without the written permission of the Franchisee.

F. Street Projects. Franchisee shall make best efforts to attend meetings called by the Town regarding street improvement projects and other construction related matters. Town shall provide Franchisee with reasonable notice of changes needed in the cable system for street improvement projects. Franchisee shall make any necessary changes to the cable system to accommodate street improvement projects at its own expense within the reasonable timeframe provided by the Town.

G. Joint Trenching. Franchisee shall use reasonable efforts to construct new underground areas of the cable system jointly with telephone and electric utilities.

X. SYSTEM SERVICES

A. Residential Subscriber Services. Franchisee shall provide a similar mix, level, and quality of programming as provided on the effective date of this Franchise Agreement.

B. Cable Drops and Monthly Service. Franchisee shall provide one free cable drop, converter, if necessary, and free, basic service, or its equivalent, to all k-12 public schools, Town owned or leased buildings, public library, police, fire and rescue facilities receiving such service on the effective date of this Franchise. Additional buildings, meeting the above criteria, will receive free drops up to one hundred and fifty feet (150') in length. For new drops in excess of one hundred and fifty feet (150'), the Town or the affected institution shall reimburse the Franchisee for the additional drop footage at the Franchisee's own cost of construction. Franchisee shall also provide, at no cost, any converters or other equipment necessary to view such services.

C. Internal Wiring. Franchisee shall connect its service to subscribers who have installed internal wiring not owned or installed by Franchisee, providing such wiring is compatible with the cable system and meets FCC standards.

XI. ACCESS AND LOCAL ORIGINATION CHANNELS

In order to develop and promote access programming for the system, Franchisee hereby agrees to provide the following:

A. Access and Local Origination Channels. Franchisee shall upon the written request of the Town, provide access channels as specified below:

1. No less than one (1) downstream channel for educational access solely for the Franklin County Schools and other local educational institutions.

2. No less than one (1) dedicated downstream channel solely for government access solely for the Town.

3. No less than one (1) dedicated downstream channel for local origination solely to serve for the Town and Franklin County and as set forth in paragraph G of this Section.

B. Access Channels on Basic. All channels identified in paragraph A of this section shall be placed on the basic tier of service. The Franchisee shall use its best efforts to maintain the cable channel positions of the access and local origination channels throughout the term of this Franchise Agreement. Franchisee shall not move or otherwise relocate access and local origination channels without providing sixty (60) days prior written notice to the Town and reimburse the Town for reasonable and documented out of pocket expenses associated with the move not to exceed \$2,000 per channel.

C. Facilities and Equipment. The Town may initiate requests for capital equipment needed in relation to access channels and Franchisee will pass on the costs for this equipment to subscribers over a period agreed to by the Town and Franchisee.

D. Publicity. Franchisee agrees to provide the following publicity services at its own expense:

1. If the Franchisee offers an electronic or written guide to subscribers, then a generic listing of the type of access programming being provided will be listed free of charge throughout the term of the Franchise Agreement.

2. Franchisee shall include pamphlets provided Town about educational and government access programming and activities in its customer information materials given to new subscribers. The Town shall coordinate the size of such pamphlets with the cable system general manager.

E. Origination Sites. For each access channel provided for in Section A above, the Franchisee, at its own expense, has provided and will maintain uplink facilities to allow broadcast quality cablecasting of access and/or local origination programming at such time as video is being cablecast over the channel. Town and Franchisee agree that on the effective date of this Franchise

Agreement these uplink facilities are in place and that the Town or its designee are liable for the costs of relocation should these facilities move within the life of this agreement. Franchisee shall provide the necessary activation (e.g., lasers, transmitters) equipment needed for cablecasting from the origination sites.

F. Signal Quality. Franchisee shall cooperate with Town to respond to any signal quality problems on the access channels or origination line as soon as possible, but no later than twelve (12) hours from a request by the Town, understanding that the Town or access originator is responsible for the signal quality produced and the origination line transport to the demarcation point at Franchisee's headend. The signal quality from the origination sites specified in Section E above shall be tested upon request and the results shall be promptly provided to the Town or the schools.

G. Local Origination.

1. Franchisee shall continue carrying content from cable channel 12 in the same manner as provided on the effective date of this Franchise Agreement. Town agrees that Franchisee reserves the right to renegotiate the airing of Cable 12 content in the event that said content changes dramatically or violates the broadcast standards or ethics of Franchisee.

2. Franchisee, at its own expense, shall continue to provide the building and utilities for local origination Channel 12 in the Town throughout the term of the franchise and such facilities shall be the same or equal to the facilities provided for local origination Channel 12 on the effective date of this franchise.

H. High definition access channels.

Upon notification, Franchisee shall carry all components of the HD format Access Channel Signals provided by the access provider including, but not limited to, closed captioning, stereo audio and other elements associated with the programming. The access provider shall be responsible for providing the Access Channel signal in an HD format to the demarcation point at the Franchisee Headend location. Franchisee shall transport and distribute the Access programming

without material degradation in a manner similar to the distribution of other HD formatted signals but Franchisee shall not be required to carry the Access Channel in a higher quality format than that of the Channel signal delivered to Franchisee.

Access provider shall be responsible for the cost of and shall provide all necessary equipment including HD encoders or its equivalent outside or inside the demarcation point at the access provider channel origination point, at Franchisee's Headend and hubs or similar distribution facilities necessary to deliver the Access Channel(s) in the HD format to Subscribers.

PEG channels shall be made available on Franchisee's channel lineup in the same manner as regular commercial channels. With respect to signal quality, Franchisee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Channel signal delivered to Franchisee, but Franchisee shall distribute the Access Channel Signal without material degradation in a manner similar to the distribution of other channels.

The Town shall notify Franchisee in writing of its need to activate the HD format Access Channels under this Section and shall provide notice to Franchisee that the following criteria have been met:

1. At least 80% (eighty percent) of the basic service tier channels excluding PEG Access Channels are provided in HD format.
2. At least 80% (eighty percent) of the Access Programming carried on the SD format Channel, which the Town has identified as the Channel to be carried in a HD format Channel, has been produced in an HD format for any three-month time period prior to the notice provided under this Section.

The HD format Access Channels provided under this Section are in addition to the SD format of those Access Channels provided. Franchisee shall have no more than 120 days from the date of the written notice under this section to fully Activate the Access Channels from the access provider to Subscribers in the HD format. The Town acknowledges that receipt of HD format Access Channels may

require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to HD services. Franchisee shall not be obligated to provide complimentary HD receiving equipment to institutional or courtesy accounts as a result of the obligations set forth in this section.

XII. NON-DISCRIMINATION

Franchisee agrees that it shall not discriminate in providing service to the public or against any employee or applicant for employment because of race, color, creed, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Franchisee shall fully comply with applicable local, state and federal law, and shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, disability, national origin, age, or marital status.

XIII. RATES

A. The Town shall have the ability to regulate in accordance with Federal law. The Town acknowledges that, on the effective date of this Franchise Agreement, the Franchisee is subject to Effective Competition as defined by federal law.

B. Franchisee will continue to offer subscribers currently receiving the senior discount (10%) the senior discount.

XIV. FRANCHISE RENEWAL

Subject to Section 626 of the Cable Act [47 U.S.C. Section 546] as amended and Sections VIII M. and XX of this Franchise Agreement, this Franchise Agreement may or may not be renewed.

XV. POLICE POWERS

In accepting this Franchise Agreement, Franchisee acknowledges that its rights hereunder are subject to the police powers of the Town to adopt and enforce ordinances necessary to the safety and welfare

of the public, and it agrees to comply with all applicable laws and ordinances enacted by the Town pursuant to such power.

XVI. PAYMENTS AND PERFORMANCE BOND

A. Franchise Payments. The Franchisee shall comply with the Code of Virginia Chapter 6.2-Virginia Communications Sales and Use Tax, as such may be amended. For the purposes of compliance with Chapter 6.2-Virginia Communications Sales and Use Tax the Town of Rocky Mount Franchise fee was 5% on January 1, 2007. A report prepared by a representative of Shentel showing the basis for the payment shall be provided upon request of the Town.

B. Bonds. Franchisee shall furnish construction bonds to Town as specified in the Cable Ordinance. Within thirty (30) days of the effective date of this Franchise Agreement. Franchisee shall furnish a performance bond of \$25,000 dollars. The performance bond shall be replenished within ten (10) days of use by the Town. The performance bond shall be maintained during the life of the Franchise, to guarantee the faithful performance of all its obligations under this Franchise Agreement and the Cable Ordinance. Prior to upgrade or rebuild of the cable television system, the Franchisee shall obtain and maintain during the upgrade or rebuild, at its cost and expense, and file with the Town, a construction bond in the amount of twenty percent (20%) of the cost of construction to guarantee the faithful performance of the Franchise Agreement related to upgrade or rebuild of the cable television system. The construction bond shall be maintained throughout the period that the Franchisee performs the upgrade or rebuild and for such longer period as necessarily required for the Franchisee to correct any deficiencies, which deficiencies shall be identified to the Franchisee by the Town within one hundred and eighty (180) days following the Franchisee's written notice of completion to the Town. Such bond must be issued in a form acceptable to the Town.

XVII. REGULATION AND REPORTS

A. Regulatory Authority. The Town shall exercise appropriate regulatory authority under the provisions of the Cable

Ordinance and this Franchise Agreement. Regulation may be exercised through the Town Manager or his designee.

B. Acceptance. Franchisee, by accepting the rights hereby granted, agrees that it shall perform and keep all acts and obligations imposed, represented or promised by the provisions of this Franchise Agreement, and the Cable Ordinance.

C. Town Council Meetings. Upon request, a representative of the Franchisee shall attend meetings of the Town Council.

D. Franchisee will provide the Town with copies of State of Virginia form CT-75 within 30 days of submittal as well as any other documents or reports that the Town may request from time to time.

E. Insurance and Indemnification. Franchisee shall maintain insurance and provide indemnification as provided for in the Cable Ordinance.

F. Standards. Franchisee shall meet the FCC's Customer Service Obligations [47 C.F.R. 76.309]. Upon request, Franchisee shall provide to the Town quarterly management data, including data from any service centers used by the Franchisee related to compliance with the customer service standards of this Franchise Agreement, the Cable Ordinance and the FCC's Customer Service Standards. Such data shall be exclusive to this franchise. At such time as the FCC no longer promulgates consumer service obligations, the FCC standard in effect on the effective date of this Franchise Agreement will remain in force.

G. Franchisee Contacts. Within thirty days of the effective date of this Franchise Agreement, Franchisee shall provide in writing or via e-mail the Town with the Franchisee's e-mail address and contact persons and telephone numbers for Franchisee employees that the Town should notify regarding customer compliance, general performance and the emergency alert system. Franchisee shall keep the Town informed of any changes in the contact persons and telephone numbers.

H. Local Office. Franchisee shall maintain an office in the Town to receive payments and complaints and to exchange subscriber equipment. Such office shall be open during normal business hours and include some evening or weekend hours. A local manager for the cable system shall be in the Town office a minimum of one day per month. Such day shall be regularly scheduled and the schedule shall be provided to the Town. If the regional call center refers subscribers to a local office, Franchisee shall provide a local number to call and ensure that a staff person is available to take such calls.

XVIII. REMEDIES

A. Schedule of Liquidated Damages. Because Franchisee's failure to comply with certain material provisions of this Agreement and the Cable Ordinance shall result in injury to the Town or to subscribers, and because it shall be difficult to estimate the extent of such injury, the Town and Franchisee hereby agree that the liquidated damages stated below represent both parties' best estimate of the damages resulting from the specified injury.

B. Violations. For the material violation of any of the following, the Town shall notify Franchisee in writing, certified mail-return receipt requested of the violation. The Town shall provide Franchisee with a detailed written notice of any Franchise violation upon which it proposes to take action, and there shall be a sixty (60) day period within which Franchisee may demonstrate that a violation does not exist or cure an alleged violation or, if the violation cannot be corrected in sixty (60) days, submit a plan satisfactory to the Town to correct the violation. If an alleged violation exists, and the violation was not cured or action on a plan acceptable to the Town has been received by the Town within sixty (60) days, such liquidated damages may be imposed and if imposed shall be chargeable to the performance bond, if not tendered by Franchisee within thirty (30) days, unless the Franchisee appeals to the Town Council or governmental agency with appropriate jurisdiction. Franchisee may petition the Town Council for relief from any assessed damages and challenge any assessment in court. The imposition of liquidated damages shall not preclude the Town from exercising the other enforcement provisions of the Cable Ordinance, including revocation,

or other statutory or judicially imposed penalties and Franchisee by entering into this Franchise is not waiving any provision of and rules promulgated under the Cable Act, federal law or state law. Liquidated damages may be imposed as follows:

1. For a material violation of the Franchise Agreement not specified below: \$50/day for each day after the expiration of the notice and cure period;

2. For material failure to comply with the requirements to carry access and local origination: \$100/day for each day the violation continues;

3. For material failure to submit reports: \$75/day for each day the violation continues after the expiration of the notice and cure period;

4. For material violation of quarterly customer service standards required FCC regulation: \$100/day for each day the violation continues after the expiration of the notice and cure period.

XIX. COOPERATION AND EQUAL PROTECTION

A. The parties recognize that it is within their mutual best interest for the cable television system to be operated as efficiently as possible in accordance with the requirements set forth in this Franchise Agreement. To achieve this, parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise Agreement. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the person or agents specified herein. The person or agent thus notified shall use its best effort to facilitate the particular action requested.

B. The Town agrees that any grant of additional franchises or lawful authorization by the Town to any other entity to provide Cable Services using the public rights of way, shall require that service be provided for the same territorial area of the Town as

required by this Franchise and shall not be on terms and conditions (including, without limitation, the franchise payment obligations) more favorable or less burdensome to the Franchisee of any such additional franchise than those which are set forth herein.

Additionally, if another provider of Cable Services is franchised or otherwise lawfully authorized by any other governmental entity to provide such services using the public rights of way of the Town (the "Competing Provider") and the Competing Provider activates facilities within the Town municipal boundaries Such modification(s) shall be effective on the date that the modification is requested.

XX. WAIVER

The failure of the Town at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of the Town thereafter to enforce the same. Nor shall the waiver by the Town of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

XXI. CUMULATIVE PROVISION

The rights and remedies reserved to the Town by this Franchise Agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the Town may have with respect to the subject matter of this Franchise Agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

XXII. NOTICES

All notices, reports or demands required to be given under this Franchise shall be in writing and shall be deemed to be given upon delivery if delivered personally to the person designated below, or on the fifth day following mailing if sent in accordance with the notice requirement of this Section and deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or

overnight air courier addressed to the party to which notice is being given, as follows:

If to the Town:

Town Manager
Town of Rocky Mount
345 Donald Avenue
Rocky Mount, VA 24153

With a copy to:

Town Attorney
Town of Rocky Mount
345 Donald Avenue
Rocky Mount, VA 24153

If to the Grantee:

VP of Industry Affairs and Regulatory
Shenandoah Cable Television, LLC
500 Shentel Way
P.O. Box 459
Edinburg, VA 22824

XXII. CAPTIONS

Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

XXIV. NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public, in any manner that would indicate any such relationship with the other.

XXV. ENTIRE AGREEMENT

This Franchise Agreement and all attachments hereto, and the Cable Ordinance and other written agreements between the parties represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only as provided in said Ordinance and this Franchise.

XXVI. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid 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 of this Agreement, except as provided for in the Cable Ordinance.

IN WITNESS WHEREFORE, the parties hereto have caused this Franchise Agreement to be executed as of the day and year first above written.

TOWN OF ROCKY MOUNT, VIRGINIA
ATTEST:

Mayor

Town Clerk

Shenandoah Cable Television, LLC

WITNESS

Title

Title

Seal

Approved as to form and correctness

Town Attorney

CABLE TELEVISION ORDINANCE
FOR
TOWN OF ROCKY MOUNT, VIRGINIA

January 9, 2017

CABLE TELEVISION ORDINANCE.

§1 DEFINITIONS.

For the purposes of this Ordinance, the following terms, phrases, words and their derivation shall have 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 the words in a singular number include the plural number. The word "shall" is always mandatory and not merely directory. All terms used in this ordinance, unless otherwise defined, shall have the same meaning as set forth in Virginia Code § 15.2 Chapter 21. Franchises; Sale and Lease of Certain Municipal Public Property; Public Utilities and Title VI of the Communications Act of 1934, 47 U.S.C. § 521 et seq. Such references to state and federal code shall include amendments thereto as are enacted from time-to-time.

AFFILIATE - means each person who falls into one (1) or more of the following categories: each person having, directly or indirectly, control or a controlling interest in Franchisee; each person in which Franchisee has, directly or indirectly, control or a controlling interest; each office, director, general partner, joint venture or joint venture partner of Franchisee; and each person directly or indirectly controlling, controlled by or otherwise related to Franchisee by common ownership, common management or common control.

BASIC CABLE SERVICE - means a separately available basic service tier to which subscription is required for access to any other tier of service. Such basic service tier shall, at a minimum, consist of the following: all signals carried in fulfillment of the Cable Act, any educational access and governmental access and local origination programming included in this Ordinance or the franchise agreement; and any signal of any television broadcast station that is provided by the cable operator to any subscriber, except a signal which is secondarily transmitted by a satellite carrier beyond the local service area of such station. Additional signals may be added to the basic tier by Franchisee.

CABLE ACT - means the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, codified at 47 U.S.C §521 *et. Seq.*, as it may be amended or succeeded.

CABLECASTING - means educational access, governmental access and local origination programming carried on a cable television system not under the exclusive control of the cable operator.

CABLE SERVICE - means (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection (or use) of such video programming or other programming service or as otherwise provided by law or regulation.

CABLE TELEVISION SYSTEM - also referred to as "System," means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves only subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provision of Title II of the Cable Act, except that such facility shall be considered a cable television system to the extent such facility is used in the transmission of video programming directly to subscribers; or (D) any facilities of any electric utility used solely for operating its electric utility systems. Cable television system, for the purpose of this Ordinance, shall include facilities owned or operated by a person providing cable service or multiple channels of video programming on private property that receive cable service or multiple channels of video programming in whole or in part via cable, fiber or other wires or lines that are within the public right of way regardless of whether the person providing cable

service or multiple channels of video programming on private property receives video programming transmission service, cable service, or other multiple channel video service from a common carrier pursuant to tariff or otherwise or other person that retains the ownership, control and responsibility for all facilities located outside of the private property line.

CHANNEL - means a portion of the electromagnetic frequency spectrum (or any other means of transmission, including, but not limited to optical fibers) which is discretely identified and capable of carrying full motion color video, mono or stereo audio, and may include other non-video subcarriers and digital information.

COMPLAINT - means any written communication by any person or any oral communication by a subscriber or potential subscriber reduced to writing, including to a computer form, expressing dissatisfaction with any non-programming or non-financial aspect of Franchisee's business or operation of the cable television system.

DAYS - means calendar days unless otherwise specified.

DROP - means a coaxial connection from the activated feeder cable of the cable television system to the subscriber's demarcation point as specified by the FCC.

EDUCATIONAL ACCESS CHANNEL - means any channel provided by Franchisee, which is designated by the Town for educational use.

FCC or THE FEDERAL COMMUNICATIONS COMMISSION - means the Federal administrative agency, or its lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

FRANCHISE - means an initial authorization, extension or renewal thereof, including authorization granted under the Cable Act, by the Town providing for the

nonexclusive and revocable right to construct, operate and/or maintain a cable television system along any public right-of-way and/or to provide cable service within the franchise area. However, any such authorization, in whatever form granted, shall not include any license or permit required for the privilege of transacting or carrying on business within the Town, and Franchisee is required to comply with all applicable provisions of Town ordinances, including but not limited to zoning and subdivision and land development ordinances.

FRANCHISE AREA - means the entire corporate limits of the Town, or portions thereof, as said areas are specifically described in the franchise agreement, and any area annexed by the Town during the term of the franchise agreement.

FRANCHISE FEE - means the communications tax, as specified in the Code of Virginia Chapter 6.2-Virginia Communications Sales and Use Tax, paid in exchange for the rights granted pursuant to this Ordinance. For the purposes of compliance with Chapter 6.2-Virginia Communications Sales and Use Tax the Town of Rocky Mount Franchise fee was 5% on January 1, 2007.

FRANCHISEE - means any person or persons who have been legally granted a franchise by the Town and shall include the lawful successors, transferees or assignees of such Franchisee(s) which have been approved by the Town.

GOVERNMENT ACCESS CHANNEL - means any channel provided by Franchisee which is designated by the Town for government use.

GROSS REVENUES - means all amounts in accordance with Generally Accepted Accounting Principles, in whatever form and from all sources, actually received by Franchisee from the operation of Franchisee's cable television system within the Town with gross revenues being calculated according Virginia Code § 6.2-Virginia Communications Sales and Use Tax, as such may be amended.

INSTALLATION - means the connection of the cable

television system from feeder cable to subscribers' terminal(s).

LAWS AND REGULATIONS - means any and all applicable federal, State and local laws and regulations promulgated there under.

LEASED ACCESS CHANNEL LESSEE - means a non-affiliated third party leasing a cable channel for the presentation and distribution of local non-operator video/audio programs or other video/audio communications over a cable channel for a specified fee.

LEASED ACCESS CHANNEL - means a cable channel leased by the Franchisee to a non-affiliated third party to permit presentation and distribution of local non-operator video/audio programming or other video/audio communications to subscribers for a specified fee paid to the Franchisee.

LOCAL ORIGINATION - means programming, exclusive of broadcast signals, carried on a cable television system over one (1) or more channels.

OPEN VIDEO SYSTEM or OVS - means any channel or a facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable television service, which includes video programming, which is provided to multiple subscribers within a community, and which the Federal Communications Commission or its successor has certified as compliant with Part 76 of the Rules of the Federal Communications Commission, 47 C.F.R. Part 76, as amended from time to time.

PERSON - means any individual, firm, partnership, association, corporation, company or organization of any kind.

PLANT MILE - means a linear mile of strand-bearing cable placed along the right of way.

PUBLIC RIGHT-OF-WAY - means the surface, the air space above the surface, and the area below the surface of any highway, street, alley, sidewalk, bridge, and/or

tunnel which the Town has the right to grant the use of, or any other public right-of-way which is located within the Town. No reference herein, or in any permit, to the public right-of-way shall be deemed to be a representation or guarantee by the Town that its title to any property is sufficient to permit its use for such purpose, and Franchisee shall be deemed to gain only such rights to use property in the Town as the Town may have the undisputed right and power to give. Notwithstanding the foregoing, the term, "public right-of-way" shall not include any public property except the right-of-way described herein.

REBUILD - means improving the cable system with new electronic and passive devices and involves replacing a significant portion of the coaxial cable and/or fiber optic plant with new plant.

RESIDENT - means any person residing in the Town.

RESIDENTIAL SUBSCRIBER - means a subscriber who lawfully receives a service in an individual dwelling unit where the service is not to be utilized in connection with a business, trade or profession.

SALE - means any sale, exchange, barter or similar transaction.

SCHOOL - means any public or private educational institution including primary and secondary schools (K-12).

STATE - means the State of Virginia.

SUBSCRIBER - means a purchaser of any service delivered over the cable television system and includes those persons who are not required to pay a fee because of their exemption from fees by this Ordinance or through agreements with Franchisee.

SYSTEM FACILITIES - means the cable television system constructed for use within the Town, including without limitation, the headend, antenna, cables, wires, lines, towers, amplifiers, converters, property security systems, equipment or facilities located within the corporate limits of the Town designed,

constructed or wired for the purpose of producing, receiving, amplifying and distributing by coaxial cable, fiber optics, microwave or other means, audio, radio, television and electronic signals to and from subscribers in the Town, and any other equipment or facilities located within the corporate limits of the Town intended for the use of the cable television system; provided, however, such cable television system facilities excludes buildings, facilities, or equipment whose sole use is to provide service to any cable television system facilities located outside the Town limits.

TOWN - means the Town of Rocky Mount, Virginia.

TRUNK LINE - means the major distribution cable used in the cable television system, which divides into feeder lines which are tapped for service to subscribers.

UPGRADE - means improving the cable system, through the exchange of electronic and passive devices, while utilizing a significant portion of the existing coaxial cable and/or fiber optic plant.

USER - means a person utilizing a cable television system channel for purposes of production and/or transmission of material, as contrasted with receipt thereof in a subscriber capacity.

§2 GRANT OF NONEXCLUSIVE FRANCHISE

1. Grant. Upon careful consideration of the qualifications of the applicants and in consideration of the faithful performance and observation of the conditions and reservations herein specified, the Town may grant revocable and nonexclusive Franchises for the right, privilege, authority to provide cable service and/or to erect, construct, operate and maintain, in upon, along, across, above, over and under the public right-of-way now laid out and dedicated and all such extensions thereof and additions thereto in the Town, and public utility right-of-way and easements to the extent the Town is empowered to grant such rights with respect thereto; underground conduits, manholes and other television

conductors and fixtures necessary for the maintenance and operation of a cable television system, hereinafter sometimes referred to as a cable television system and/or systems, solely for the provision of cable television services, on the terms and conditions hereinafter set forth. The Town expressly reserves the right to grant similar use of said public right-of-way to any person at any time during the period of the franchise agreement(s).

2. Open Video System. Any franchise granted for an open video system shall comply with all sections of this Ordinance, unless precluded from compliance with specific sections by Federal or State law, rule, or regulation.
3. Other Right-of-Way Use. No grant of any franchise shall affect the right of the Town to grant to any other person a right to occupy or use the public right-of-way, or portions thereof, for the construction and operation of a cable television system within the Town or the right of the Town to permit the use of the public right-of-way of the Town for any purpose whatever. By accepting a franchise, Franchisee acknowledges the Town's right to make such grants and permit such uses.
4. Event of Conflict. In the event of conflict between the terms and conditions of this Ordinance and the franchise agreement, this Ordinance shall control, taking into account the terms of the Franchise in regards to any amendments.
5. General Town Ordinances. Any franchise granted by the Town is hereby made subject to the general Ordinance provisions now in effect and hereafter made effective. Nothing in the franchise agreement shall be deemed to waive the requirements of the various codes and Ordinances of the Town regarding permits, taxes, and fees to be paid, or manner of construction. All provisions of this Ordinance are to be applied to both new construction and modification of existing cable television systems for upgrading and major repair or replacement.
6. Franchise Nonexclusive. The Town specifically reserves

the right to (i) grant at any time such additional franchises for a cable television system as it deems appropriate, and/or (ii) build, operate, and own such cable television system or systems as it deems appropriate.

7. Rights Reserved. Nothing in this Ordinance or the franchise agreement shall limit any right the Town may have under applicable Federal, State and local law.
8. Time is of the Essence to this Ordinance. Whenever this Ordinance or the franchise agreement shall set forth any time for any act to be performed by or on behalf of Franchisee, such time shall be deemed to be of the essence and any failure of Franchisee to perform within the time allotted shall always be sufficient grounds for the Town to invoke an appropriate penalty.
9. No Waiver of Rights. No course of dealing between Franchisee and the Town nor any delay on the part of the Town in exercising any rights hereunder shall operate as a waiver of any such rights of the Town or acquiescence in the actions of Franchisee in contravention of rights except to the extent expressly waived by the Town or expressly provided for in the franchise agreement.

§3 FRANCHISE.

No cable television system, open video system, or person providing cable service may operate within the Town or occupy or use any public right-of-way without a cable television franchise granted by the Town. All cable franchises in the Town shall be subject to this Ordinance. The term of the franchise agreement shall commence upon execution of a franchise by the Town and Franchisee and shall continue for the period specified in the franchise agreement, unless sooner terminated as provided for herein or the franchise agreement.

§4 FRANCHISE AREA.

A franchise granted pursuant to this Ordinance shall mean the entire corporate limits of the Town, or

portions thereof, as said areas are specifically described in the franchise agreement, and any area annexed by the Town during the term of the franchise agreement.

§5 CONDITIONS OF OCCUPANCY OF PUBLIC RIGHT-OF-WAY.

1. Non-interference. Franchisee's rights and privileges shall be subordinated to any prior lawful use or occupancy of the public right-of-way or other public property and shall not be so used as to interfere with existing improvements or with new improvements the Town may deem proper to make, or as to hinder or obstruct the free use of the public right-of-way or other public property. In the event any equipment or facilities of Franchisee shall interfere with any such improvement existing or intended to be made by the Town, Franchisee shall, upon notice from the Town, forthwith relocate said equipment and facilities at Franchisee's expense so as to eliminate said interference.
2. Permit Required. Franchisee shall not open or disturb the surface of any public right-of-way for any purpose without first having obtained a permit to do so in accordance with Town requirements, which shall not be unreasonably withheld or denied.
3. Poles. Nothing in this Ordinance or any franchise granted hereunder shall authorize Franchisee to erect and maintain new poles where existing poles are servicing the area. Franchisee shall obtain permission from the appropriate Town officials before erecting any new poles or underground conduit. Any poles or other fixtures placed in any public right-of-way by Franchisee shall be placed in such a manner as to not interfere with travel on such public right-of-way.
4. Restoration of Public Right-of-Way, Sidewalks, and Pavement. In case of disturbance of any public right-of-way, sidewalk or paved area, Franchisee shall, at its own cost and expense and in a manner in accordance with Town ordinances and standards established by the Town and approved by the Town Engineer, replace and restore such public right-of-way, sidewalk or paved area to as good or better condition than existed prior

to the disturbance promptly, but in no more than twenty (20) business days unless such addition time as specified by the Town. The Town may order Franchisee to restore the public right-of-way, sidewalk, or pavement to a condition as good as or better than existed prior to cable television system construction including any improvements made to said public right-of-way subsequent to cable television system construction. With regard to public property not in the public right of way, Franchisee shall restore such property to a condition as good or better than existed prior to cable television system construction including any improvement made to such property subsequent to cable television system construction. Restoration of public right-of-way and public property not in the public right of way shall be approved by the Town Engineer. In the event that Franchisee and its contractors and subcontractors fail to make such repair within the time specified by the Town, the Town shall be entitled to complete the repair and Franchisee shall pay the costs of the Town for such repair.

5. Subsurface Installation. Franchisee shall participate in and be a member of a "One Call" notification program, if such a program exists.
6. Maps. Franchisee shall at all times keep on file true and accurate maps or plats of all existing and proposed aerial and underground feeder lines, trunk lines and subtrunk lines and a list of educational and municipal buildings to which special services are being provided, which shall be made available to the Town for review, upon request at the offices of the Franchisee. Franchisee shall provide the Town with strand maps of the location of system facilities in the Town and provide map updates to the Town as changes are made in the location of system facilities. Upon request of the Town, Franchisee shall develop and provide a Geographical Information System (GIS) compatible layer, using the program and format currently used by Franchisee, which accurately displays their "as built" utility systems.
7. Codes. Construction and maintenance of the transmission distribution system shall, at

Franchisee's expense, be in accordance with the provisions of the National Electrical Code, latest edition, and National Electrical Safety Code (latest edition), or any amendments or revisions thereof and in compliance with any applicable rules, regulations or orders now in effect or hereafter issued by any federal or State commission or any other public authority (or utility) joint attachment practices. Applicant should also comply with the provisions of Act 287 of the State of Virginia (underground facilities) and, upon request of the Town, submit proof of compliance with said act prior to commencement of any construction.

8. Construction Standards. All installations of equipment shall be durable, of a permanent nature and installed in accordance with current best cable television system engineering practices. Franchisee, upon written request by the Town, shall provide the Town with the cable television construction standards to be used in the construction and installation of the cable television system, which construction standards shall be in compliance with this Ordinance, the Franchise Agreement, and applicable building codes or Town Ordinances. Franchisee shall maintain up-to-date maps of all facilities in both public and private property. Franchisee and any subcontractors shall comply with all laws, rules, regulations and specifications heretofore or hereafter enacted or established including, but not limited to, those concerning street work, street excavation, use and removal and relocation of property within a street.

9. Placement. All cables and wires shall be installed parallel with existing telephone and electric wires whenever possible. Multiple cable configurations shall be arranged in parallel and bundled, in accordance with engineering and safety considerations as mandated by the National Electrical Code. All installations shall be underground in those areas of the Town where public utilities providing both telephone and electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are above ground at the time of installation, Franchisee may install its service above ground with the understanding that at such time as

those facilities are required to be placed underground by the Town; Franchisee shall likewise place its service underground.

10. Traffic Safety. Franchisee shall comply with all Town, County and State traffic requirements and Uniform Traffic Safety Code regulations. Barricades or other barriers such as signs, traffic cones, red flags, and warning lights, shall be utilized at all work sites frequented by the public until an area is cleared for normal public use. Local law enforcement shall be contacted, when necessary, to direct traffic. Before leaving a job site each day, Franchisee's employees and contractors shall be required to pick up all scrap materials and ensure that any construction materials and tools are properly stored and covered and that derricks, planks and ladders are removed from or piled at the roadside in a manner that will not obstruct traffic or create a safety hazard for pedestrians.
11. Public Works. If the grades or lines of any street within the franchise area are changed at any time during the term of the franchise agreement, then Franchisee shall, at its own cost and expense and upon reasonable written notification of at least thirty days and request of the Town, protect or promptly alter or relocate the cable television system, or any part thereof, so as to conform with such new grades or lines. In the event that Franchisee refuses or neglects to so protect, alter, or relocate all or part of the cable television system, following notice to do so, the Town shall have the right to break through, remove, alter, or relocate all or any part of the cable television system without any liability to Franchisee, any affiliated person or any other person, and Franchisee shall pay to the Town the documented costs incurred in connection with such breaking through, removal, alteration, or relocation.
12. Protection of Structures. In connection with the construction, operation, maintenance, repair, upgrade, or removal of the cable television system, Franchisee shall, at its own cost and expense, protect any and all existing structures belonging to the Town and all designated landmarks. Franchisee shall obtain permits

from the Town before altering any water main, sewerage or drainage system, or any other municipal structure. Any such alteration shall be made by Franchisee, at its sole cost and expense, and in any reasonable manner prescribed by the Town. Franchisee agrees that it shall be liable, at its own cost and expense, to replace or repair and restore to a condition as good or better than existed previously, in any reasonable manner as may be specified by the Town, any public right-of-way or any municipal structure involved in the construction, operation, maintenance, repair, upgrade or removal of the cable television system that may become disturbed or damaged as a result of any work thereon by or on behalf of Franchisee pursuant to this Ordinance or the franchise agreement.

13. Service Interruption. Franchisee shall use its best efforts to interrupt the provision of service only with good cause and for the shortest time possible. Franchisee shall use reasonable efforts to interrupt service only between the hours of 12:00 midnight and 6:00 a.m.
14. No Burden on Public Right-of-Way. Franchisee shall not erect, install, construct, repair, replace or maintain its cable television system in such a fashion as to unduly burden the present or future of the public right-of-way. If the Town in its reasonable judgment determines that a portion of the cable television system is an undue burden, Franchisee at its expense shall make reasonable efforts to modify its cable television system or take such other actions as the Town may determine is in the public interest to remove or alleviate the burden, and Franchisee shall do so within a reasonable period of time as established by the Town.
15. Restoration of Private Property. In accordance with Town ordinances, standards established by the Town and with approval of the Town Engineer, any portion of the private property that is in any way disturbed by the construction, operation, maintenance or repair of the cable television system to as good or better condition than existed previously. Costs for Town Engineer review and restoration of private property shall be borne by Franchisee in the same manner that

such costs are borne in standard development agreements. In addition, Franchisee shall at its sole cost and expense restore and replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of Franchisee or by its acts or omissions, in as good or better condition as such property was in immediately prior to the disturbance, damage or injury.

16. Barriers. While any portion of the public right-of-way is open, Franchisee shall maintain reasonable barriers, lights at night and other warnings to the users of the public right-of-way in compliance with applicable government regulations requiring and pertaining to such barriers.
17. Town Maps. The Town does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures. In public right-of-way, it shall be the Franchisee's obligation, to verify the location or substructures in the public right-of-way.
18. Tree Trimming. Franchisee shall have the authority under the supervision of the appropriate authority of the Town and only after prior approval thereof (except in emergency situations), to trim trees upon an overhanging public right-of-way and places within the Town so as to prevent the branches of such trees from coming in contact with its wires and cable. All trimming of trees on private property shall require notice to, and approval from, the property owner.
19. Trees, Shrubs, and Lawns. The following applies to trees, lawns, or shrubs within the public right-of-way where the Franchisee performs construction and in accordance with Town ordinances and land use guidelines where applicable. Trees or shrubs to be transplanted shall be transplanted in accordance with the Town regulations. All damaged trees, shrubs or lawns shall be replaced or restored as directed by the Town. Such trees, shrubs, and lawns shall be warranted for twelve (12) months.
20. Easement Usage. In using easements, Franchisee shall comply with all federal, State, and local laws and

regulations governing the construction, installation, operation, and maintenance of a cable television system. Without limitation, Franchisee shall ensure that:

- A. The safety, functioning and appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities necessary for the cable television system;
- B. The cost of the installation, construction, operation, or removal of such facilities be borne by Franchisee; and
- C. The owner of the property be justly compensated by Franchisee for any damages caused by the installation, construction, operation, or removal of such facilities by Franchisee.

21. Emergency Notification. Franchisee shall provide the Town with a twenty-four (24) hour emergency telephone number at which a named responsible adult representative of Franchisee (not voice mail or a recording) can be reached in the event of an emergency. Additional specifications for general notification shall be provided for in the franchise.

22. Removal of Obsolete Facilities/Cooperation. When Franchisee opens a trench, accesses a conduit or boring, or is working on aerial locations, it shall remove, unless the Town specifies otherwise, all of Franchisee's obsolete and inactive cable television system facilities from such locations.

- A. When Franchisee opens a trench or access to borings, it shall notify all other Franchisees and permittees ten (10) days in advance of such work through Virginia One Call, so that they may remove their obsolete and inactive facilities from such locations or add new facilities. Franchisee shall cooperate with such persons in such activities and may charge a reasonable fee for such use. When Franchisee receives notification from another Franchisee or permittee that it is opening a trench or access to borings,

Franchisee shall remove all of its obsolete facilities from such location while they are open.

23. Preventative Maintenance. Upon completion of construction, Franchisee shall institute and adhere to a preventive maintenance program, good engineering practices and then current industry practices.
24. Identification. For new facilities, Franchisee shall identify its cable television system and cable drops (by color code, stamping, engraving, tags, stickers, or other appropriate method selected by Franchisee) so as to distinguish Franchisee's cables from that of all other cable operator(s), utilities, and service providers in the authorized area.
25. Interior Wiring. The ownership of cable installed by Franchisee after the effective date of this Ordinance which is located inside subscribers' dwellings shall be determined and governed by applicable FCC regulation.
26. Easements on Town Property. Any easements over or under property, including but not limited to Town parks and greenways, owned by the Town other than the public right-of-way shall be separately negotiated with the Town and paid for by the Franchisee.
27. Vacation. If a public right-of-way is vacated, eliminated, discontinued or closed, all rights of Franchisee under this Ordinance to use same shall terminate and Franchisee at its expense shall immediately remove the cable television system from such public right-of-way unless Franchisee obtains any necessary easements from the affected property owners to use the former public right-of-way.

§6 CONSTRUCTION AND DEPLOYMENT.

1. Cable Television System. Franchisee shall construct or upgrade the cable television system and/or deploy cable services in the franchise area as specified in the franchise agreement. If necessary, Franchisee shall submit applications for issuance of the pole

permits necessary to install the cable television system to the appropriate utility companies within one hundred twenty (120) days of the effective date of the franchise agreement.

2. Construction and Deployment Plan and Approval. Franchisee shall obtain the approval of the appropriate Town officials prior to commencing construction in the public right-of-way and/or for the cable services deployment plan. In such cases, Franchisee shall submit to the Town a construction plan showing the location, placement, dimensions, and type of facilities of all construction proposed in the public right-of-way and also those areas not being served. Franchisee shall not begin any construction, rebuild, upgrade removal or any change whatever in any Town Franchisee facilities except ordinary and necessary repairs, without having first obtained all permits required by the Town. Franchisee shall give the Town appropriate written notice of proposed construction at least ten (10) days prior to such construction or as otherwise specified in the franchise.
3. Interconnection. Franchisee shall interconnect with other systems as specified in the franchise agreement.

§7 SYSTEM FEATURES.

1. Emergency Alert. Franchisee shall comply with the requirements of the Federal emergency alert system as specified by the FCC (47 CFR Part 11.1, et seq.) and as provided for in the franchise agreement.
2. Standby Power. Franchisee shall maintain equipment providing standby powering for an eight (8) hour period at the headend. Franchisee shall provide battery backup power (or an electric generator) a system where the loss of electric power might disrupt the provision of service within the Town such that the cable television system will operate at all strategic fiber optic node locations on the cable television trunk amplifiers and fiber nodes for at least 2.5 hours even if electric service from conventional utility lines are interrupted. Franchisee shall take all reasonable measures to insure reliable delivery of

signals throughout the Town.

3. Two-way. The cable television system shall have active bi-directional return communications.

§8 TECHNICAL PERFORMANCE AND STANDARDS.

1. Performance Standards. The performance and technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance and dismantling of the cable television system provided for herein shall be in accordance with all applicable Federal Commission and other federal and State Communications laws and regulations.
2. Rebates. For verified service interruptions or outages of over eight (8) hours in a twenty-four hour period, the Franchisee shall provide, at the subscriber's verbal or written request, a credit of one-thirtieth (1/30) of one month's fees for affected services. For clarification, a service outage refers to loss of the service as a whole, not an individual Channel.
3. Performance Testing. Franchisee shall conduct performance tests as required by the Federal Communications Commission and the franchise agreement. Such tests shall be conducted in the presence of Town consultants if requested by the Town. The results of such tests shall be provided to the Town as specified in the franchise.

§9 SUBSCRIBER SERVICES.

1. Basic Service. Cable television basic service shall be made available to substantially all individual dwellings, residences, institutions, organizations and all other entities within the limits of the Town, in accordance with the provisions of this Ordinance and all laws governing the rights of privacy.
2. Installation and Service Fees. Installations and service fees shall be equal for all basic service subscribers. Installation or subscriber use of cable television service which involves the retransmission

- of the cable signal to multiple reception points via a privately-owned closed circuit television distribution system shall be negotiated separately by Franchisee and the owners. Franchisee may reduce or waive installation and/or service fees for promotional purposes.
3. Town Ordinances. Cable, whether underground or aerial, shall be in accordance with all generally applicable Town ordinances or regulations.
 4. 24-Hour Operation. The system shall be designed for reliable operation twenty-four (24) hours per day.
 5. Business Office. Franchisee shall maintain an office as specified in the franchise.
 6. Staff, Telephones and Complaints. Franchisee shall have a toll-free, publicly listed telephone number. Franchisee's telephone system shall have, at a minimum, enough incoming lines and adequate staff to process incoming calls such that telephone answer time, including wait time under normal operating conditions, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds under normal operating conditions. Subscribers shall receive a busy signal less than three percent (3%) of the time. Franchisee shall have an e-mail address for receiving consumer complaints and other communications. Franchisee shall maintain a twenty-four (24) hour operation in order to receive customer complaints.
 7. Complaints to Town. Any subscriber who has a complaint regarding the quality of cable television service, equipment malfunctions, billings or any other matter which remains unresolved after it has been brought to Franchisee's attention, may file a complaint with the Town.
 8. Resolution of Complaints to Town. Upon the filing of a complaint verbally or in writing, the Town shall notify Franchisee and within 5 business days Franchisee shall inform the Town of the resolution or status of the complaint. If the Franchisee is unable

to cure within a reasonable period of time, the Town may make an investigation to determine whether or not there is reason to credit the allegations. If it is determined after such informal investigation that there is reason to credit the allegations of the complainant, the Town shall so notify Franchisee and the complainant, and shall promptly endeavor to resolve the matter by conciliation. In the event such efforts are not successful, the Town may hold a hearing and the Franchisee shall be given an opportunity to speak at the hearing.

9. Time Period for the Resolution of Complaints. Except where another time period is required by any other provision of this Section, Franchisee shall make a good faith effort to resolve, as soon as practicable and in no event later than thirty (30) business days, all complaints after they are received by Franchisee.
10. Adequate Repair Staff. Franchisee shall maintain a repair force capable of responding to subscriber complaints and/or requests for cable television system repairs within twenty-four (24) hours after the receipt of the complaint and/or request. Franchisee shall respond to all service calls throughout the franchise area on a nondiscriminatory basis.
11. Nondiscrimination. Each class of subscriber service shall be offered cable television service on a uniform, nondiscriminatory basis. Franchisee shall not deny nor delay service, deny or delay access, or otherwise discriminate against subscribers, channel users or general citizens on any basis whatsoever. Nothing contained herein shall prohibit Franchisee from offering (i) discounts to commercial and multiple family dwelling subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced installation rates for subscribers who have multiple services; (iv) discount for senior citizens and/or low income residents; or (v) discounts for prepayment.
12. Tabulation. For the purpose of selling or sharing information with third parties, Franchisee shall not tabulate any test results, nor permit the use of its cable television system for such tabulation, which would reveal the individual commercial product

performance or individual opinions of subscribers, members of their families or their invitees, licensees or employees without the express written consent of each and every subscriber so polled or tabulated.

13. New Developments. In all cases where developments and subdivisions are to be constructed and to be served in whole or in part by underground power and telephone utilities, and in such areas where both utilities are to be placed underground, exclusive of all electronic cable television facilities, Franchisee shall similarly install the cable television system concurrently with the installation of the underground power and telephone utilities.
14. Line Extension. Franchisee shall install cable plant and offer cable service to subscribers as specified in the Franchise.
15. Card Showing Channel line-up . Franchisee shall provide subscribers with a channel line-up for all cable services: (i) at the time of installation; and/or (ii) upon request.
16. Procedure for Installation. Franchisee shall abide by the following procedure for installation:
 - A. Under normal operating conditions, the standards in this Section shall be met no less than ninety-five percent (95%) of the time as measured on an annual basis. The term normal operating conditions means those service conditions which are within the control of Franchisee. Those conditions which are not within the control of Franchisee include, but are not limited to, strikes, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable television system.
 - B. Once a request for cable service is received,

Franchisee shall either set a specific appointment time or specify a four (4) hour time block during normal business hours, as requested by the subscriber or potential subscriber, during which Franchisee's work crew shall install the new equipment to receive service. The term normal business hours means those hours during which most similar businesses in the community are open to serve subscribers. Franchisee may schedule installation activities outside of normal business hours for the express convenience of the subscriber.

- C. For new aerial installations, excluding locations where all utilities are underground, if a subscriber requests underground cable service, Franchisee may charge the subscriber the differential between the cost of aerial and underground installation of the drop to the subscriber. This provision shall not apply where underground construction is required by Town Code or where utilities are located underground.

17. The Format of a Subscribers Bill. Franchisee shall abide by the following format requirements on subscriber's bills.

- A. The bill shall be designed in such a way as to present the information contained therein clearly and comprehensibly to subscribers. The bill shall include a due date and be in an easily readable font and format.
- B. The bill shall contain itemized charges for each category of service and equipment and any installation of equipment or facilities and monthly use thereof (together, "equipment") for which a charge is imposed (including late charges, if any), an explicit due date, the name and address of Franchisee and telephone number for Franchisee's office responsible for inquiries and billing, the telephone number specified by the Town for the resolution of billing disputes, and the FCC Community Unit Identifier Number. The bill shall state the billing period, amount of current billing and appropriate credits or

past due balances, if any.

- C. Franchisee shall not charge a potential subscriber or subscriber for any service or equipment that the subscriber has not affirmatively requested by name.
18. Payment Options. Franchisee shall provide all individual, residential subscribers with the option of paying for cable service by (I) cash, (ii) check, (iii) an automatic payment plan, where the amount of the bill is automatically deducted from a checking account designated by the subscriber, or (iv) by major credit card on a preauthorized basis.
19. Procedure for the Resolution of Billing Disputes. Franchisee shall comply with the following procedure in resolving billing disputes.
- A. The billing dispute resolution procedure shall be initiated once a subscriber contacts Franchisee's department which handles billing questions Town orally or in writing.
 - B. The subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. Franchisee shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.
 - C. Franchisee shall promptly undertake whatever review is necessary to resolve the dispute and shall notify the subscriber the results of the review and Franchisee's proposed resolution of the billing dispute as soon as it is completed, but in no case later than twenty (20) business days after receipt from the subscriber of the billing dispute, problem or complaint notification.
20. Subscriber Equipment. Franchisee shall comply with all rules and regulations promulgated by the FCC pursuant to Sections 623 and 624A of the Cable Act (47 U.S.C. §§ 543 and 544a).

21. No Charge for Repair Service. Franchisee shall not impose any fee or charge any subscriber for any service call to his or her premises to perform any repair or maintenance work on Franchisee's equipment, excluding negligence or other action on the part of the subscriber.
22. Records of Complaints, Repair Requests, and Outages. Franchisee shall keep records showing all (a) requests for repair service, (b) complaints or requests that generate a work order or written response, and (c) outages. Franchisee's records shall contain, at a minimum, the following information: (a) the address of the affected subscriber, (b) the date and the approximate time of the complaint or request, (c) the date and approximate time Franchisee responded, (d) the date and approximate time service is restored, (e) the type and the probable cause of the problem, and (f) a description of the corrective action taken. Franchisee shall keep all such records for at least two (2) years from the date the record is made. Franchisee shall keep summary reports of such records for three (3) years. Upon request by the Town, and in compliance with the Cable Act, Franchisee shall produce the requested records to the designated Town office within thirty (30) days of the request for such records, subject to all applicable customer privacy laws and regulations. Also, Franchisee shall provide to the Town, upon request by the Town, a written summary of all such records from the past year on a quarterly basis. Quarterly dates for the provision of such written summaries are March 31, June 30, September 30 and December 31.
23. Notice of Interruption of Service. Except in emergencies or incidents requiring immediate action, Franchisee shall use reasonable efforts to provide the Town and all affected subscribers with prior notice of scheduled service interruptions.
24. Outages. Following are time periods by which outages must be corrected and repairs must be made by Franchisee.
- A. Franchisee shall maintain sufficient repair and

maintenance crews so as to be able to respond to any reception problem or other service problem of either picture, or sound quality, including any outage except for a problem caused by an intentional, wrongful act of the subscriber or by the subscriber's own equipment which was not supplied by Franchisee, promptly and in no event later than twenty-four (24) hours after Franchisee either receives a request for repair service or Franchisee learns of a problem and Franchisee shall use its best efforts to correct such problem within forty-eight (48) hours after a request for repair service or Franchisee learns of a problem. For purposes of this Section, "reception problem" shall constitute reception that an affected subscriber reasonably determines is unsatisfactory, unless Franchisee can demonstrate that the signals transmitted to such subscriber are in compliance with the FCC's technical signal quality standards.

- B. Franchisee shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to A. above, and in cases where it is necessary to enter upon a subscriber's premises to correct any reception problem or other service problem, Franchisee shall either set a specific appointment time or specify a four (4) hour time block during normal business hours, as requested by the subscriber or potential subscriber, during which Franchisee's work crew shall work on the service problem. Franchisee may schedule service calls outside of normal business hours for the express convenience of the subscriber, provided that Franchisee's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a subscriber's premises.
- C. In no event shall Franchisee cancel any necessary scheduled service call after close of the business on the business day prior to the scheduled appointment. If Franchisee needs to cancel a scheduled appointment, it must contact the subscriber and reschedule at a time

convenient for the subscriber.

25. Failure to Meet Time Periods May Be Excused. Franchisee's failure to correct outages or to make repairs within the stated time periods shall be excused in the following circumstances:
- A. If Franchisee could not obtain access to the subscriber's premises when such access is necessary to correct the problem; or
 - B. If the Town agrees with Franchisee that correcting such outages or making such repairs was not reasonably possible within the allotted time period.
26. Notices Required. Franchisee shall provide the following notices.
- A. Franchisee shall provide notice to all persons receiving cable service, including the Town of any change in any fee, charge, deposit, term or condition, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change. All notices required by this Section shall specify, as applicable, the service or services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.
 - B. Franchisee shall provide notice, in writing, to all persons receiving cable service, including the Town, of any change in any channel assignment or in any service provided over any such channel, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change.
 - C. Franchisee may terminate service to any subscriber whose bill has not been paid after it becomes delinquent, so long as Franchisee give seven (7) day notice to the subscriber.
27. Resubscription to Cable Service. Franchisee shall not refuse to serve a former subscriber whose service was

terminated, so long as all past bills and late charges have been paid in full.

28. Disconnect. Franchisee shall adhere to the following procedures regarding disconnection.
 - A. Franchisee shall either set a specific appointment time or specify a four (4) hour time period during normal business hours, during which its work crew shall visit the subscriber's premises to disconnect service and to remove any equipment. Franchisee may schedule such service outside normal business hours for the express convenience of the subscriber.
 - B. Franchisee shall not charge any fee for any disconnection.
29. Credits. In the event applicable law or regulation requires Franchisee to retroactively decrease or "rollback" rates, fees or charges for any service Franchisee shall automatically provide a credit on each existing subscriber's bill affected by such decrease or rollback as prescribed by the applicable FCC regulation, law or order.
30. Privacy and Monitoring. Franchisee shall not tap, monitor, or arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber facility for any purpose, except as authorized by applicable law (e.g. court order or police warrant).
31. Truth in Advertising. Franchisee's bills, advertising and communications to its current or potential subscribers shall be truthful and shall not contain any false or misleading statement. For the purposes of the preceding, a statement is false or misleading if it contains an untrue statement of any material fact or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.
33. Reservation. The Town reserves the right by ordinance to alter or amend the customer service and consumer

protection matters set forth in this Section, to the extent permitted by law, including adopting ordinances stricter than or covering items not presently set forth in this Section. The Town agrees to meet with Franchisee on the matters in question prior to taking such action, and to provide Franchisee with at least forty-five (45) days prior written notice of such action.

§10 INITIAL SERVICE AND SUBSCRIBER RATES.

1. Town Regulation. To the extent that federal or State law or regulation may now, or hereafter, authorize the Town to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Franchisee, the Town shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Town.
2. Ability to Petition. If applicable, the Town shall have the right to petition the Federal Communications Commission or other appropriate agency or organization to obtain rate regulation authority or to petition the federal body to review or regulate rates in the Town.
3. Rate Schedule Filings. Franchisee shall annually send to all persons receiving cable service, including the Town, an official rate card and a full schedule of all other subscriber and user rates and all other charges such as, but not limited to, pay TV, lease channel and other services made in connection with the cable television system. Franchisee shall notify affected subscribers in writing at least thirty (30) days prior to the implementation of any change in services offered, rates, or charges related thereto. Any special rates for large institutions, motels, multiple-family dwelling units or any other type of subscriber shall be provided upon request.
4. Rate Regulation. Rates charged for basic and additional services shall be consistent with Federal Communications Commission regulations and in conformance with this Ordinance. In case of a

conflict, this Ordinance shall govern unless preempted by Federal or State regulations.

5. Security Deposit. Franchisee shall not be permitted to charge a hardware/software security deposit fee greater than Franchisee's cost of the hardware/software.
6. Refund on Deposits. If Franchisee collects a deposit on any service requested by a subscriber or user, Franchisee shall provide such service within thirty (30) days or refund within the next five (5) days all deposits or advance charges paid for the service. This provision does not alter a Franchisee's responsibility to subscribers and users under any contractual agreements separate from this Ordinance that Franchisee may have with subscribers or users or relieve Franchisee of liability for penalties under this Ordinance or damages that may accrue to the Town or any subscriber because of Franchisee's failure to provide a promised service.
7. Termination. If a subscriber terminates basic service prior to the end of a prepaid period, a prorated portion of any prepaid subscriber service fee, using the total number of days of the prepaid period as a basis, shall be refunded to the subscriber by Franchisee.
8. Long Drop Fees. In the event that a resident desires connection and Franchisee determines that more than one hundred and fifty (150) feet of connecting cable is required in order to connect the resident, then Franchisee shall provide to and may charge to the subscriber the additional labor and materials (above the cost of the initial 150 feet) required to connect the resident at Franchisee's actual cost, upon notice of the cost to, and the agreement to pay the cost from, the subscriber.

§11 FRANCHISE FEES.

1. Franchise Fees. As compensation for a franchise granted pursuant to this Ordinance, and in consideration of permission to use the public right-of-way of the Town for the construction, operation,

maintenance and reconstruction of a cable television system within the Town, Franchisee shall pay a communications fee consistent with the Code of Virginia Chapter 6.2-Viginia Communications Sales and Use Tax, as such may be amended, and any regulations promulgated thereunder.

2. Scheduled Payments to Be Made. The communications fee shall be payable, consistent with the Code of Virginia Chapter 6.2-Viginia Communications Sales and Use Tax, as such may be amended, and any regulations promulgated thereunder.
3. Audit. The acceptance of any payment shall not be construed, as an accord that the amount paid is, in fact, the owed amount, nor shall such acceptance of payment be construed as a release of any claim the Town may have for further or additional sums payable under the provisions of this Ordinance. All amounts paid shall be subject to audit and recomputation by the Town. Any audit or calculation is such audit shall be consistent with the Code of Virginia Chapter 6.2-Viginia Communications Sales and Use Tax, as such may be amended, and any regulations promulgated thereunder

§12 REVOCATION OF FRANCHISE; DEFAULT BY FRANCHISEE.

1. Grounds for Revocation. The Town reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated with the franchise in any of the following circumstances, each of which shall represent a default and breach under this Ordinance and the franchise agreement:
 - A. Franchisee's default in the performance of any of the material obligations under this Ordinance, the franchise agreement, or under such documents, contracts and other terms and provisions entered into by and between the Town and Franchisee.
 - B. Franchisee's failure to provide or maintain in full force and affect all bonds required herein.
 - C. Franchisee's failure to maintain in full force and effect, any insurance required herein.

- D. Franchisee's violation of any orders or rulings of any regulatory body having jurisdiction over Franchisee relative to this Ordinance or the franchise agreement. Provided, however, that such order or ruling is not under appeal or being litigated.
 - E. Franchisee's violation of any of the provisions of this Ordinance or the franchise agreement or the practice of any fraud or deceit upon the Town or cable subscribers.
 - F. Franchisee's construction schedule is delayed later than the schedule contained in the franchise agreement or beyond any extended date set by the Town.
 - G. Franchisee's failure to restore service from an outage after ninety-six (96) consecutive hours of interrupted service, except upon a condition of force majeure or when approval of such interruption is obtained from the Town.
 - H. Franchisee's misrepresentation of, or omission of, a material fact in the application for or negotiation of the franchise agreement or any extension or renewal thereof.
 - I. Franchisee's cessation of provision of services over the cable television system for any reason within the control of Franchisee.
 - J. Franchisee's failure to comply with the educational access, government access and local origination provisions of this Ordinance or the franchise agreement.
 - K. To the extent allowed by law, Any foreclosure or judicial sale of all, or any part of, the cable television system shall be considered default. Initiation of any such proceedings shall be treated as a notification of a change of control of Franchisee.
2. Force Majeure. If, by reason of force majeure,

Franchisee, in whole or in part, is unable to carry out its obligations hereunder, Franchisee shall not be deemed in violation or default during the continuance of such inability. The term "force majeure," as used herein, shall mean the following: strikes, acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Virginia or of any of their departments, agencies, political subdivisions or officials or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; and circumstances beyond the control of Franchisee and any affiliates.

3. Revocation. The Town shall notify Franchisee in writing, by certified mail, return receipt requested, at its business address, of the alleged default giving rise to revocation of the franchise. Franchisee shall have sixty (60) days from its receipt of the notice to cure the violation(s) and/or make a written response to the Town, as the case may be. If Franchisee does not respond or, if upon receipt of Franchisee's response, the Town concludes that a basis for revocation still exists, it shall notify Franchisee thereof, and provide the Franchisee sixty (60) days written notice of the time and place of a public hearing before the Town Council.

4. Public Hearing. At the public hearing, the parties shall have the right to be represented by counsel and shall be afforded the opportunity to present evidence and cross-examine witnesses on relevant issues. Formal rules of evidence shall not apply, but irrelevant, immaterial or unduly repetitions matter may be excluded. A stenographic record of the proceedings shall be kept. A decision by a majority of the Town Council is required for revocation. Following the public hearing, the Town Council may revoke the Franchise, may direct Franchisee to comply within such time and manner and upon such reasonable terms and conditions as the Town Council may direct, may mitigate the revocation to a penalty in the discretion of the Town Council, or take any other action that it deems equitable and just in the

circumstances. Franchisee retains any right of appeal as allowed by law.

5. Removal. Upon revocation of a franchise, the Town shall have the right to require Franchisee to remove, at Franchisee's expense, all or a portion of the cable television system required by public necessity from all public right-of-way within the Town.
6. Purchase. If the franchise is revoked in accordance with the foregoing procedures, the Town may (but shall not be required to) initiate proceedings to acquire the system at an equitable price in compliance with state and federal law.
7. Effect of Pending Litigation. Pending litigation or any appeal to any regulatory body or court having jurisdiction over Franchisee shall not excuse Franchisee from the performance of its obligations under this Ordinance or the franchise agreement except for claims of commercial impracticality. Failure of Franchisee to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.
8. Compliance with Law. Notwithstanding anything contained herein to the contrary, any revocation must be in a manner consistent with all Laws and Regulations, including those of the FCC and the Cable Act.

§13 RENEWAL PROCEDURES.

1. Franchise Renewal. Upon completion of the term of any Franchise granted under this Ordinance, the Town may in its sole discretion grant or deny renewal of the franchise of Franchisee in accordance with the provisions of the Cable Act. Franchisee shall continue to own the cable television system, but shall have no right to use of public right-of-way upon the denial of the franchise renewal is revocation of the franchise. There shall be no automatic right of renewal of the franchise rights granted hereunder.
2. Denial of Renewal. If at any time Franchisee requests

renewal of the franchise and the Town decides to deny such renewal, thereby rendering the franchise null and void, the Town shall have the right but not the obligation to purchase the cable television system at fair market value, determined on the basis of the cable television system valued as a going concern butyl with no value allocated to the franchise itself as determined by state and federal law.

3. Removal. Upon denial of renewal of a franchise, the Town shall have the right to require Franchisee to remove, at Franchisee's expense, all or a portion of the cable television system required by public necessity from all public right-of-way within the Town.
4. Compliance with Law. Notwithstanding anything contained herein to the contrary, any renewal must be in a manner consistent with all Laws and Regulations, including those of the FCC and the Cable Act.

§14 REGULATION OF FRANCHISE.

1. On-Going Regulation. The Town shall exercise appropriate regulatory authority under the provisions of this Ordinance and applicable law. This authority shall be vested in the Town Council and administered by the Town Council or their designee. The Town Manger or his or her designee shall provide day-to-day administration and enforcement of the provisions of this Ordinance and any franchise granted hereunder, and shall carry out the Town's responsibilities with regard to cable television.
2. Compliance. At all times during the term of the franchise agreement, Franchisee shall comply with all laws, ordinances, rules or regulations of the Town, State and governments, their regulatory agencies or commissions which are now, or may be applicable to the construction and operation of the cable television system.
3. Change in Law or Regulation. Notwithstanding any other provisions of this Ordinance to the contrary, Franchisee shall at all times comply with all applicable laws and regulations of the Town, State and

federal governments. In the event that any actions of the State, federal government or any agency thereof, or any court of competent jurisdiction upon final adjudication, substantially reduce in any way the power or authority of the Town under this Ordinance or the franchise agreement, or if in compliance with any Town, State, or federal law or regulation, Franchisee finds conflict with the terms of this Ordinance, the franchise agreement, or any law or regulation of the Town, then as soon as possible following knowledge thereof, Franchisee shall notify the Town of the point of conflict believed to exist between such law or regulation and/or the laws or regulations of the Town, this Ordinance and the franchise agreement. The Town, at its option, may notify Franchisee that it wishes to negotiate those provisions which are affected in any way by such modification in regulations or statutory authority. Thereafter, the Town and Franchisee shall proceed as specified in the franchise agreement's equal protection provision. In cases where the franchise agreement's equal protection provision does not apply, Franchisee shall negotiate in good faith with the Town in the development of alternate provisions which shall fairly restore the Town's rights. The Town shall have the right to modify any of the provisions to such reasonable extent as may be necessary to carry out the negotiated settlement.

4. Authority. The Town reserves the right to exercise its granted authority, as may at any time be lawfully permissible, to regulate the cable television system, the franchise agreement and Franchisee. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the Town, the Town may, upon written notice to the Franchisee, engage in any such additional regulation as may then be permissible, whether or not contemplated by this Ordinance or the franchise agreement, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to subscribers and users, consumer protection, or any other similar or dissimilar matter. Judicial authority shall not be deemed granted pursuant to this section if such authority is under appeal or is being litigated.
5. Right of Inspection of Records. Franchisee shall

permit any duly authorized representative of the Town and upon receipt of advance written notice to examine during normal business hours and on any and all records and maps as is reasonably necessary to ensure Franchisee's compliance with this Ordinance or the franchise agreement. Such notice shall specifically reference the subsection of the Ordinance or Franchise that is under review so that the franchisee may organize the necessary books and records for easy access by the Town. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for two (2) years and three (3) years as specified above. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Town agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Town make the Franchisee aware of such confidentiality and marks such documents "proprietary" prior to providing the information to the Town. If the Town believes it must release any such confidential books or records in the course of enforcing this Ordinance and Franchise Agreement, it shall advise Franchisee in advance so that Franchisee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Franchisee's books and records marked confidential, as set forth above, to any Person. Notwithstanding the above, the Town shall be governed by the requirements of state and federal law.

6. Testing. The Town shall have the right to make tests as it shall deem necessary to ensure compliance with the terms of this Ordinance and the Franchise Agreement, and other applicable provisions of State or federal law or regulation.
7. Right of Inspection of Property. At all reasonable times, Franchisee shall permit examination by any duly authorized representative of the Town of the cable system, together with any appurtenant property of Franchisee situated within or without the Town.

8. Right of Intervention. The Town shall have the reasonable right of intervention in any suit or proceeding to which Franchisee is party and is relevant to this Ordinance or the Franchise, and Franchisee shall not oppose such intervention by the Town.

9. Expense Reimbursement to Town. Franchisee for an initial Franchise shall pay the Town a sum of money which will reimburse all costs and expenses incurred by the Town in connection with the initial Franchises processes, including, but not limited to, consultant fees, attorneys' fees, publication fees, travel expenses and all other direct costs; provided, however, that the Town shall submit a detailed schedule of all such costs. Such payment shall be made within thirty (30) days after the Town furnishes Franchisee with a written statement of such expenses. Except that, if upon request for a transfer, the Franchisee is in compliance with this Ordinance and the franchise agreement, the Town shall be reimbursed for a total of five thousand dollars adjusted annually for increases in the Consumer Price Index.

§16 REGULATION, SUPERVISION AND ENFORCEMENT OF FRANCHISE AND ORDINANCE.

1. Functions. The Town Manager or his designee shall have the following functions:
 - A. Advise the Town Council and review franchise applications and applications for franchise renewal, extension, and transfer.

 - B. Initiate proceedings regarding revocation of the franchise, make initial determinations of Ordinance violations, serve notice of Ordinance violations and penalties on Franchisee and consider complaints of any person with respect to cable service.

 - C. Ensure that Franchisee complies with all testing requirements of the Ordinance and franchise agreement, and require additional testing as provided for in the Ordinance and/or franchise

agreement. Review all reports provided for in the Ordinance and/or franchise agreement. Make recommendations to the Town Council regarding the requirement of additional tests, as provided for in this Ordinance.

- D. Receive complaints from subscribers of cable television services, attempt to resolve disputes regarding the provision of service and make initial determinations of Ordinance violations and serve notice of Ordinance violations on the Franchisee, in accordance with any applicable Sections of this Ordinance.
- E. Resolve disagreements and disputes among franchises or other types of services operating or desiring to operate within the Town(s).
- F. Cooperate with other municipalities and government agencies regarding development of the technology exchanges and assist in developing access, institutional network and Internet use.
- G. Audit all Franchisee records as required by this Ordinance, and specify details for Franchisee's preparation and filing of information additional to that required herein.
- H. Make periodic reports to the Town, including an account of franchise fees received and remitted, the total number of hours of utilization of access and local origination channels, and hourly sub-totals for various programming categories, and a review of any plans submitted during the year by Franchisee for development of new services or changes of existing services.
- I. Promote the viewership of all educational and governmental access channels required in the franchise agreement.
- J. Designate the organizations or institutions which will serve as access and local origination channel operators.
- K. Conduct an evaluation of the cable television

system, services, customer complaints, state-of-the-art, and other areas related to compliance with the Ordinance and the franchise agreement whenever deemed appropriate by the Town.

- L. Make recommendations to the Town regarding cable services.

§17 INDEMNITY, INSURANCE AND FINANCIAL SECURITY.

1. Disclaimer of Liability. Town shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Franchisee's construction, maintenance, repair, use, operation, condition or dismantling of Franchisee's cable television system or Franchisee's provision of cable services. Nothing herein shall be construed to hold Franchisee responsible for the Town's gross negligence.

2. Indemnification. Franchisee shall pay on behalf of, or indemnify and hold harmless, the Town, its employees, officers, agents and volunteers from and against any and all suits, claims, actions, damages, fees, penalties, costs of defense (including attorney fees, expert witness fees and court costs) and liabilities arising out of Franchisee's (or Franchisee's officers, employees, agents, volunteers or subcontractors) performance, failure to perform, error, omission, negligence or default under the terms of its franchise or other contracts. The indemnification and hold harmless provisions of this Ordinance and the franchise agreement shall survive the termination or expiration of the Franchise for any claims arising during the term of the franchise agreement or during the removal of the cable system from the right of way. Franchisee's obligations shall not extend to any claims caused by the willful misconduct of the Town. The Town shall provide the Franchisee with prompt and reasonable notice of receipt of a claim or action pursuant to this section. If Franchisee chooses to settle a claim that releases the Town from liability and the Town does not believe such settlement is in the Town's best interests, the

Town shall provide written notice to the Franchisee and the Franchisee shall be excluded from its obligation to represent the Town and Shall only be liable up to the amount the Franchisee was willing to provide for the settlement.

3. Commercial General Liability Insurance. Franchisee shall maintain and by its acceptance of this Ordinance specifically agrees that it will maintain throughout the terms of the franchise agreement liability insurance insuring the Town and Franchisee with regard to all damages mentioned herein, in the minimum amounts of:
 - A. \$1,000,000 for property damage per occurrence;
 - B. \$1,000,000 for property damage aggregate;
 - C. \$1,000,000 for personal bodily injury or death to any one person; and
 - D. \$5,000,000 bodily injury or death aggregate per single accident or occurrence.

4. Automobile Liability Insurance. Franchisee shall maintain, and by its acceptance of any franchise granted hereunder specifically agrees that it will maintain throughout the term of the franchise agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of:
 - A. \$1,000,000 for bodily injury and consequent death per occurrence;
 - B. \$500,000 for bodily injury and consequent death to any one person; and
 - C. \$500,000 for property damage per occurrence.

5. Umbrella Liability Coverage. Umbrella liability coverage, with limits of not less than one million dollars (\$1,000,000) per occurrence covering all work performed under this contract.

6. Financial Security.

- A. Franchise Agreement. Franchisee shall maintain throughout the term of its franchise financial security in the form satisfactory to the Town Solicitor and in an amount specified in the franchise agreement or satisfactory to the Town Engineer. Such security shall ensure that Franchisee observes, fulfills and performs each term of its franchise agreement and this Ordinance.
 - B. Financial Security Prior to Construction. Prior to any initial construction, upgrade or rebuild in the public right-of-way, Franchisee shall post financial security in an amount specified in the franchise agreement.
 - C. Types of Financial Security. The following shall be acceptable financial security: cash escrow, performance or construction bond in a form and with a surety, or a letter of credit posted with a financial institution authorized to do business in the State of Virginia.
- 7. Town Surety Approval. The insurance policies and financial securities obtained by Franchisee in compliance with this Section shall be in compliance with this Ordinance. Franchisee shall be responsible for filing all required certificates of insurance policies and financial security with the Town.
 - 8. Expenses. All expenses of the above noted insurance and financial surety shall be paid by Franchisee.
 - 9. Insurance Policies. The insurance policies mentioned herein shall contain an endorsement stating that the policies are extended to cover liability assumed by Franchisee under the terms of this Ordinance and shall contain the following endorsement:
 - A. The insurance policy may not be cancelled, terminated or reduced unless 60 days advance written notice is served upon the Town by registered mail.
 - B. The Town is an additional or co-insured under

this policy of insurance.

C. Cancellation or reduction of any insurance required herein shall be considered a default of Franchisee's obligations under this Ordinance and the franchise agreement and subjects Franchisee to revocation of the franchise as provided for herein.

10. No Limitation on Liability. Neither the provisions of this Ordinance nor any insurance accepted by the Town pursuant hereto, nor any damages recovered by the Town there under, shall be construed to excuse faithful performance by Franchisee or limit the liability of Franchisee under the franchise agreement issued hereunder or for damages, either to the full amount of the financial security or otherwise.

11. Hold Harmless. All contractual liability insurance policies maintained pursuant to this Ordinance or the franchise agreement shall include the provision of the following hold harmless clause:

Franchisee agrees to indemnify, save harmless and defend the Town, its officials, agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with Franchisee's installation, operation, maintenance or repair of the cable television system and/or copyright infringements and/or other damages arising from the Town 's grant of this non-exclusive franchise and is caused, in whole or in part, by a negligent act or omission of Franchisee, its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by party indemnified hereunder and whether or not the act or omission complained of is authorized or prohibited by this Ordinance and/or the franchise granted hereunder; excepting when the party indemnified

hereunder acts in a grossly negligent manner.

§18 PROGRAMMING.

1. FCC Regulations. Franchisee shall comply with the present and future rules and regulations of the Federal Communications Commission in connection with and relating to the operation of its cable television system and shall provide the access channels as specified in the franchise agreement.
2. Access Equipment. Franchisee shall provide educational and government access and local origination equipment, facilities, and services as provided in the franchise agreement.
3. Content. Except as provided by Federal law, Franchisee shall in no way restrict the content or message of any program presented over any of the access channels. There are, however, subjects which are specifically prohibited by this Ordinance from being distributed, telecast and/or cablecast via the cable television system. The following material(s) are specifically prohibited from being distributed, telecast and/or cablecast on any and all access channels by access users.
 - A. Any advertising material designed to promote the sale of commercial products or services, including advertising by or on the behalf of candidates for public elective office.
 - B. Any lottery information, gift enterprise or similar scheme, offering prizes dependent in whole or in part upon lot or chance, or any list of prizes drawn or awarded by means of any such lottery, gift enterprise or similar scheme, whether such list contains any part or all of such prizes, or similar scheme if, in connection with such programs, a prize consisting of money or an item of value is awarded to any person whose selection is dependent in whole or in part upon lot or chance, if as a condition of winning or competing for such prize, such winner or winners are required to furnish any money or item of value or are required to have in their

possession any product sold or manufactured, furnished or distributed by a sponsor of any program transmitted via the cable television system.

- C. Any material that is obscene or otherwise unprotected by the First Amendment.
4. Prohibited Material. In accordance with the Cable Act, Franchisee shall refuse to distribute via the cable television system access programming or leased channel programming that is obscene or otherwise unprotected by the United States Constitution.
 5. Access Regulations. The Town shall have the authority to approve or promulgate the rules and regulations for educational and government access channels and the local origination channel and to designate the organizations or institutions which will serve as educational and/or access channel or local origination operators.
 6. Cable In The Classroom. Franchisee shall notify all schools of "Cable In The Classroom" and provide guidance on accessing the Cable In The Classroom Internet website.

§19 REPORTS.

1. Reports. Upon written request, Franchisee shall submit the following written reports to the Town:
 - A Annual statement of income certified by a financial officer of Franchisee or CPA. The annual statement of income shall be delivered to the Town no later than ninety (90) days after request by the Town.
 - B. Annual list of officers and members of the Board of a Franchisee and the parent corporation, a consolidated financial statement, and annual report of Franchisee and parent corporation. These documents shall be delivered to the Town no later than 30 days after request by the Town.

- C. A Quarterly summary of all: (a) requests for repair service, (b) complaints that generate a work order or written response, and (c) outages. Such summary to include the following information: (a) the date and the approximate time of the complaint or request, (b) the date and approximate time Franchisee responded, (d) the date and approximate time service is restored, (e) the type and probable cause of the problem, and (g) a description of the corrective action taken.
- D. Quarterly, the number of subscribers at each level of service.
- E. Copies of Franchisee's proof of performance measurement and signal leakage measurements and compliance within thirty (30) days of request and completion of the tests.
- F. Upon request prior to transfer or renewal, a financial statement including a statement of income, a balance sheet, and a statement of sources and applications of funds.
- G. Insurance and Securities Certificate. Annual certificates of insurance and financial securities required by this Ordinance to be provided to the Town. The certificates of insurance and financial securities shall be delivered to the Town no later than 30 days after the effective date of the franchise agreement entered into between Franchisee and the Town.
- H. Franchise Fee Reports. At the time of payment of the franchise fee, Franchisee shall file applicable reports as required under the Code of Virginia Chapter 6.2-Viginia Communications Sales and Use Tax and any regulations promulgated thereunder. Upon request, Franchisee shall provide the Town with a copy of such reports.
- I. Technical Test Results. Results of tests required by Town within thirty (30) business days of the date the Town notifies Franchisee to perform such test.

J. Upon request, Franchisee shall prepare and furnish to the Town at the times reasonably prescribed by the Town, such additional reports with respect to its operation, affairs, transactions or property, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Town in connection with this Ordinance or the franchise agreement.

2. Records Retention.

A. Financial Records. Franchisee shall retain all records related to franchise fees for a period of three (3) years.

B. Records of Complaints, Repair Service Requests and Outages. Franchisee shall keep all records relating to all: (a) requests for repair service, (b) complaints or requests that generate a work order or written response, and (c) outages; for two (2) year from the date the record is made. Upon request by the Town, Franchisee shall produce the requested records to the designated Town office within thirty (30) days of the request for such records.

C. Other Records. Franchisee shall retain all other records for a period of three (3) years, unless a shorter period is designated herein or in the franchise agreement.

3. Federal Filings. Upon written request by the Town, copies of all petitions, applications and communications submitted by Franchisee to the Federal Communications Commission, Securities and Exchange Commission or any other federal or State regulatory commission or agency having jurisdiction in respect to any matters affecting Franchisee's operations authorized pursuant to this Ordinance, shall also be submitted by Franchisee.

§20 TRANSFER, ASSIGNMENT AND FORECLOSURE.

1. Transfer of Franchise. A franchise shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title to the cable television system be transferred, legal or equitable, or any right, interest or property therein, pass to or vest in any person without the prior written consent of the Town. Any transfer of the franchise without the prior consent of the Town shall make the franchise subject to cancellation.
2. Transfer of Ownership. Franchisee shall not sell, assign, transfer or dispose of twenty percent (20%) or greater ownership interest in Franchisee or more at one time of the ownership or controlling interest in the cable television system, or twenty percent (20%) cumulatively over the term of the franchise agreement of such interests to a corporation, partnership, limited partnership, trust or association, or person or group of persons acting in concert without the prior written consent of the Town. Every sale, transfer, or disposition of twenty percent (20%) or greater ownership interest as specified above in Franchisee shall make the franchise subject to cancellation.
3. Transfer of Control. Franchisee shall not change control, in whatever manner exercised, of Franchisee or any parent company without the prior written consent of the Town. Every change, transfer, or acquisition of control of Franchisee shall make the franchise subject to cancellation unless and until the Town shall have consented thereto.
4. Town Approval. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of the franchise or ownership or control, the Town may inquire into the legal, financial, character, technical and other public interest qualifications of the prospective transferee or controlling party, and Franchisee shall provide the Town with all required information. The Town reserves the right to impose certain conditions on the transferee as a condition of the franchise to ensure

that the transferee is able to meet existing requirements of this Ordinance and the franchise agreement requirements. If required by law or regulation the Town shall act on a request for transfer within one hundred twenty (120) days. Notwithstanding anything contained herein to the contrary, any renewal shall be in a manner consistent with all Laws and Regulations, including those of the FCC and the Cable Act.

5. No Waiver of Town Property Rights. The consent or approval of the Town or any other public entity to any transfer of Franchisee shall not constitute a waiver or release of the rights of the Town in and to the public property or public right-of-way, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Ordinance and the franchise agreement.
6. Hypothecation. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System to secure indebtedness.
7. Signatory Requirement. Any approval by the Town of transfer of ownership or control of the franchise or Franchisee shall be contingent upon the prospective transferee agreeing in writing to be bound by the terms and conditions of this Ordinance and the Franchise Agreement.
8. Default Notification. To the extent allowed by law, any foreclosure or judicial sale of all, or any part of, the cable television system shall be considered default. Initiation of any such proceedings shall be treated as a notification of a change of control of Franchisee.
9. Receiver. To the extent allowed by law, the Town Council shall have the right to cancel Franchisee's franchise one hundred twenty (120) days after the election or appointment of a receiver or trustee to take over and conduct the business of Franchisee, whether in receivership, reorganization, bankruptcy or other action or proceedings, unless such receivership

or trusteeship shall have vacated prior to the expiration of the one hundred and twenty (120) days; or unless:

- A. Within one hundred and twenty (120) days after the election or appointment such receiver or trustee shall have fully complied with all provisions of this Ordinance and remedied all defaults there under; and,
- B. Within said one hundred and twenty (120) days such receiver or trustee shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance.

§21 INITIAL FRANCHISE APPLICATIONS.

1. Invitation of Applications for an Initial Franchise, Public Notice of "Request for Proposals. The Town may invite applications for an initial cable television franchise by means of a public notice advertising the availability of its "Request for Proposals."
 - A. The public notice shall contain, but need not be limited to:
 - (1) A description of the franchise area which is sought.
 - (2) A statement that a formal "Request for Proposals" is available to prospective applicants from a Town official whose name, address, and telephone number are specified.
 - (3) A statement that applications for the franchise must be submitted in writing in the form and manner specified in the "Request for Proposals" no later than a day certain.
 - (4) A statement that all applications will be made available for public inspection during normal business hours at a specified location.

2. Application Request. At any time, a person may request an application for a Franchise from the Town for a cable television franchise.
3. Request for Proposals. Prior to inviting any applications for any initial cable television franchise, the Town shall prepare a "Request for Proposals" that shall contain, but need not be limited to, the following:
 - A. A description of the cable television system and/or services desired by the Town including any cable television system specifications established by the Town.
 - B. A statement specifying the form that all applications shall follow.
 - C. A statement indicating the amount of the application fee (if any) to be submitted with the application, and the manner in which such fee is to be submitted.
 - D. A statement that all applications must contain the information required by the "Request for Proposal."
 - E. The closing date for the submission of applications.
 - F. The name, address, and telephone number of the Town official(s) who may be contacted for further information.
4. Initial Franchise Application. Any applicant for a franchise shall complete the Town's Request for Proposal and provide the information required therein.
5. Requirement for Public Hearing on Reasonable Notice. The Town shall conduct a public hearing prior to awarding or denying any cable television franchise. The hearing shall be preceded by reasonable notice to each of the franchise applicants and to the public, and shall be conducted by the Town in accordance with the following procedures:

- A. There shall be an agenda for the hearing which shall specify the proposal(s) to be considered at the hearing.
 - B. Every person who has applied for a cable television franchise shall appear at the hearing either in person or by authorized representative. The application of any applicant not so appearing shall not be further considered, except for good cause shown.
 - C. All persons shall be given opportunity to participate in the hearing, but nothing contained herein shall limit the power of the presiding officer to establish reasonable time limits and otherwise limit repetitive statements or questions.
 - D. The notice of hearing shall:
 - (1) Conform to all relevant State and local laws and Ordinances.
 - (2) Describe the agenda to be considered at the public hearing.
 - (3) Indicate that copies of all franchise applications are available for public inspection during normal business hours at a place to be specified in the notice.
6. Town Discretion. As allowed by law, the Town, at its discretion and consistent with Laws and Regulations, may reject any application for a franchise. In awarding a franchise, the Town: shall allow the applicant's cable television system a reasonable period of time to become capable of providing cable service to all households in the franchise area; may require adequate assurance that the cable operator will provide adequate educational and governmental access channel capaTown, facilities, financial support or institutional network facilities; and may require adequate assurance that the cable operator has the financial, technical, or legal qualifications to provide cable service.

§22 MISCELLANEOUS PROVISIONS.

1. State and Federal Law and Regulation. This document hereby incorporates by reference all orders, rules and/or regulations of the Federal Communications Commission or other federal or State agencies applicable to a cable television system and such other orders, rules and/or regulations as any such agency or agencies may from time to time adopt. Such regulations shall be a part of this document as though the same were fully set forth at length herein. In the event any such agency ceases to exist or revokes any applicable orders, rules and/or regulations, the said orders, rules and/or regulations shall continue to apply to Franchisee and this Ordinance document unless also revoked by the Town. In the event any such agency ceases to exist, the Town shall be the agency to which application should be made for any required approval or certification.
2. Precedence. This Ordinance shall take priority over other ordinances, acts or statutes regulating cable television adopted by Town unless such ordinance, act or statute specifically preempts regulation by the Town. To the extent permissible by rules of statutory construction this Ordinance shall be construed to supplement and/or implement any other statute, act or regulation by any other agency regarding the provision of cable television services either heretofore or hereafter enacted.
3. Effective Date Conditions. Any franchise agreement entered into pursuant to this Ordinance shall become effective as specified in the Franchise Agreement.
4. Consent of the Parties. Where consent of either party hereto is required, it is deemed to be the intention of the parties in each case that neither party may unreasonably withhold such consent.
5. Cable Act. This Ordinance is subject to the provision of the Cable Communications Policy Act of 1984, as amended.
6. Compliance with Federal Nondiscrimination Laws.

Franchisee shall comply at all times with all other applicable Federal, State and local laws and regulations, and all executive and administrative orders and rates relating to nondiscrimination which are hereby incorporated and made part of this Ordinance by reference.

7. Severability. If any section, sentence, paragraph, term or provision of this Ordinance is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect.
8. Partial Repealer. All prior Cable Television Ordinances, including the Cable Television Ordinance adopted in 2006 are repealed. All other ordinances inconsistent herewith or in conflict with any of the terms hereof are, to the extent of said inconsistencies or conflicts, hereby specifically repealed.
9. Effective Date. This Ordinance shall take effect five (5) days after adoption.
10. Captions. The captions to sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions of this Ordinance. Such captions shall not affect the meaning or interpretation of this Ordinance.

TOWN COUNCIL
ROCKY MOUNT, VIRGINIA

By:

Mayor

Attest:
Clerk of the Council

Clerk of the Council

**ROCKY MOUNT TOWN COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 14, 2016**

The November 14, 2016 Regular Council Meeting of the Rocky Mount Town Council (hereafter referred to as "Council") was held in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia, at 7:00 p.m. with Mayor Steven C. Angle presiding.

The following members of Council were present:

- Mayor Steven C. Angle
- Bobby M. Cundiff
- Robert L. Moyer
- Mark H. Newbill
- Jon W. Snead
- Billie W. Stockton

The following staff members were also present:

- John Boitnott, Town Attorney
- Tim Burton, Waste Water Superintendent
- Robert Deitrich, Water Plant Superintendent
- Rebecca H. Dillon, Executive Administrative Assistant
- Matthew C. Hankins, Assistant Town Manager
- Brian Schofield, Public Works Superintendent
- Linda P. Woody, Finance Director

APPROVAL OF AGENDA

Mayor Angle amended the agenda under New Business to add a quarterly report for the Harvester Performance Center presented by Mr. Andy Turner, and to add a consultation with legal counsel in Closed Meeting and Action under Section 2.2-3711(A).7.

Motion: To approve the amended agenda

Motion By: Council Member Newbill

Second: Council Member Stockton

Motion Discussion: None

Ayes: Cundiff, Moyer, Snead, Stockton, Newbill

Nays: None

Action: Approved the amended agenda by a unanimous vote

SPECIAL ITEMS

Let the record show there was no special items at this time.

PUBLIC HEARING

Let the record show there was no public hearing at this time.

APPROVAL OF MINUTES

Received by Council in their packet for this scheduled meeting were draft minutes for review and consideration of approval:

- October 6, 2016 – special called meeting minutes
- October 17, 2016 – regular meeting minutes

Discussion: None

Motion: To approve the minutes as presented

Motion By: Council Member Snead

Second: Council Member Stockton

Motion Discussion: None

Ayes: Cundiff, Moyer, Newbill, Snead, Stockton

Nays: None

Action: Approved the minutes by a unanimous vote.

APPROVAL OF CONSENT AGENDA

This month's consent agenda consists of the following items:

- (1) **Miscellaneous Action:** None at this time
- (2) **Miscellaneous Resolutions/Proclamations:** None at this time
- (3) **Department Monthly Reports**
 - Community Development Department
 - Finance Department
 - Fire Department
 - Police Department
 - Public Works Department
 - Wastewater Department
 - Water Department

Discussion: None

Motion: To approve the consent agenda as presented.

Motion By: Council Member Stockton

Second: Council Member Snead

Motion Discussion: None

Ayes: Cundiff, Newbill, Moyer, Snead, Stockton

Nays: None

Action: Approved the consent agenda as presented by a unanimous vote.

HEARING OF CITIZENS

Mayor Angle opened the floor to any citizens wishing to speak. No one came forward.

OLD BUSINESS:

Let the record show there was one item of old business.

1. Review and Consideration of Appropriation Resolution for Funding of Mini-Excavator.

Mr. Matthew Hankins spoke regarding the Mini-Excavator. Mr. Hankins stated that Mr. Ervin and Ms. Woody had recommended taking the funds from the Scuffling Hill Drainage Project. The Scuffling Hill Drainage Project would be considered borrowed funds.

Discussion: None

Motion: To approve the appropriation resolution to fund the Mini-Excavator charging it against the Scuffling Hill Drainage Project.

Motion By: Council Member Cundiff

Second: Council Member Moyer

Motion Discussion: None

Ayes: Cundiff, Moyer, Newbill, Snead, Stockton

Nays: None

Action: Approval given for the mini-excavator to be charged against the Scuffling Hill Drainage Project.

NEW BUSINESS

Let the record show that there were two items of new business.

1. Review and Consideration of Transfer of Funds for the Purchase of Patrol Equipment.

Mr. Hankins stated that a VML insurance review was the reason for the purchase of patrol equipment. Chief Ken Criner spoke to Council stating that approximately 20 rifles were needed and with each, a clasp to lock the rifle in the police cruiser. Council Member Moyer asked if there were any grants that would help with the purchase. Chief Criner stated the police department had not looked at the possibility of a grant at this time but the police department would be willing to do so. The Mayor asked if Council proceeded with approving the equipment, and then if there were grants to help pay for the equipment, would the Town trade dollar for dollar? Mr. Hankins stated that VML insurance has done some grants previously that would be retroactive. Mr. Hankins further stated that the Town would not know if the grant would be retroactive until the Town applied for the grant. Council Member Stockton asked if the \$11,600 would be enough to buy 20 rifles. Chief Criner stated that the purchase price would be closer to

\$20,000 but the rest of the money would come from police supplies which were already in the police budget. Mr. Hankins stated that the \$11,600 would come from savings that the police department was able to get through workers comp savings this year and some funds from full time wages that were from vacancies this year. Council Member Cundiff stated that the Town should supply whatever the police department needed and not expect the officers to do their job with their own weapons.

Discussion: None

Motion: To provide whatever supplies the police department needed to do their job.

Motion By: Council Member Cundiff

Second: Council Member Snead

Motion Discussion: None

Ayes: Cundiff, Moyer, Newbill, Snead, Stockton

Nays: None

Action: To transfer the funds for the purchase of the patrol equipment rifles.

2. Mr. Andy Turner from BT's Tax Service gave the third quarter financial report on the Harvester Performance Center. July thru September 30, 2016 revenues totaled \$306,870.83. Performance expenditures were \$281,795.52 which gave the Town a beginning profit from the shows of \$25,075.31. The Towns operational expenditures from this quarter were \$63,761.84. For the quarter, there was an overall loss of \$38,686.53. The cash on hand as of September 30, 2016 was \$106,175.77.

COMMITTEE REPORTS

Let the record show there are no committee reports at this time.

OTHER MATTERS & CONCERNS

Mr. Hankins was on Rise 'N Shine this morning.

CLOSED MEETING AND ACTION

Enter Closed Meeting:

Motion: To go into closed session under the Virginia Code Sections cited below.

Time: 7:18 p.m.

Virginia Code Section:

Section 2.2-3711(A).1 - Discussion, consideration or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body.

Section 2.2-3711(A).3 - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Added under amended agenda:

Section 2.2-3711(A).7 - Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

Motion By: Council Member Moyer

Second: Council Member Stockton

Motion Discussion: None

Ayes: Cundiff, Moyer, Newbill, Snead, Stockton

Nays: None

Action: Meeting convened into a closed session by a unanimous vote.

Motion: To give each full-time employee a \$300 bonus (after taxes) and each part-time employee a \$150 bonus (after taxes).

Motion By: Council Member Stockton

Second: Council Member Snead

Motion Discussion: None

Ayes: Cundiff, Newbill, Moyer, Snead, Stockton

Nays: None

Action: Motion approved by a unanimous vote

Certificate of Closed Meeting Discussion:

Council certified unanimously that nothing was discussed in the closed meeting other than what was stated in the motion to enter the closed meeting. No action was taken during the closed meeting.

Whereas, the Rocky Mount Town Council has convened a closed meeting on Monday, March 14, 2016 pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

Whereas, Section 2.2-3712 of the Code of Virginia (1950), as amended, requires certification by this Council that such closed meeting was conducted in conformity with Virginia law;

Now, Therefore, Be It Resolved that the Rocky Mount Town Council hereby certifies that, to the best of each members' knowledge: (1) only public business matters lawfully exempted from open meeting requirements under this chapter; and (2) only such public business matters as

were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body.

Steven C. Angle, Mayor

ADJOURNMENT

Motion: To adjourn meeting

Time: 7:47 p.m.

Motion By: Council Member Snead

Second: Council Member Moyer

Motion Discussion: None

Ayes: Cundiff, Moyer, Newbill, Snead, Stockton

Nays: None

Action: Meeting convened

Steven C. Angle, Mayor

ATTEST:

Rebecca H. Dillon, Acting Town Clerk

Community Development & Planning November 2016 Monthly Report

ARTS & CULTURE							
		TOTAL: 0					
AC FILE NUMBER	BUSINESS NAME	OWNER/OFFICER NAMES	GENERAL LOCATION	TAX MAP NUMBER	MAILING ADDRESS	CITY STATE ZIP	PHONE 1
BANNER PERMITS							
		TOTAL: 0					
Permit #	Applicant Name	Applicant Contact Info	Wording of Banner	Banner Location	Display Dates	Date Approved	
SITE/PLAT FILES							
		TOTAL: 2					
File Number	Property Owner	Action	TMPN	Date	Notes	Location	
SIGN PERMITS							
		TOTAL: 1					
Permit #	Applicant Name	Sign Location/TMPN	Zoning	Square Footage	Wording	Date Approved	Notes
S16-012	New Life Birth Center	610 S Main	CBD	8	Womens Health Care New Life Birth Center	11/23/2016	
ZONING COMPLIANCE PERMITS							
		TOTAL: 10 Residential: 2 Commerical: 8					
Permit #	Applicant Name	Property Owner	Property Address/TMPN	Zoning	Proposed Use	Type of Improvement	Date Approved
ZC16-065	Strahle Construction	Nancy Perdue/Jesse Robertson	2070004400	M-1	Residential	Asbestos Removal	11/9/2016
ZC16-066	Brian Olinger (Olds Cool)	Olds Cool	2070102500	CBD	Commercial	Awnings	11/9/2016
ZC16-067	Layman Electric & Plumbing	same	2040037602	GB	Commercial	Open Electric/plumbing business	11/15/2016
ZC16-068	Kesler Contracting	Union Bank	2070103900	CBD	Commercial	Replace shingle roof	11/16/2016
ZC16-069	Fred Wooden	Southgate LLC	2030002900	GB	Commercial	Opening vape shop	11/18/2016
ZC16-070	Cyntergy (Jackie Waggnor)	Walmart		GB	Commercial	Interior remodel	11/29/2016
ZC16-071	Wendy Payne	Southgate LLC	2030002900	GB	Commercial	Opening tanning salon	11/29/2016
ZC16-072	Greene Environmental	Melvin Patterson	2040055000	RB	Residential	Remove oil tank	11/2/2016
ZC16-073	Ozzymoos, LLC	N/A	N/A	N/A	Commercial	Foodtruck	11/14/2016
ZC16-074	John Patterson	N/A	N/A	N/A	Commercial	Foodtruck	11/15/2016

MONTHLY STAFF REPORT

DATE:	December 12, 2016
TO:	Rocky Mount Town Council
FROM:	Linda Woody, Finance Director
DEPARTMENT:	Finance Department
MONTH:	December meeting

This report contains the following monthly information for November 2016 activity:

New businesses obtaining a business license during the month

Investment portfolio from the latest bank statement

Revenue comparisons from this fiscal year to last fiscal year

Meals tax collections chart

Local sales tax collections chart

Expenditure comparisons from this fiscal year to last fiscal year

Available contingency funds status

Utility billing profiles on customers and consumption

Water Customer Cut-off's chart

Water accountability reconciliation of finished water gallons pumped vs. metered water gallons consumed

Utility profiles on water production and wastewater flow

Customer flow for the Finance Department:

545 walk-in transactions

1064 drive-thru transactions

1012 mail transactions

**TOWN OF ROCKY MOUNT
NEW BUSINESS LICENSES
DURING NOVEMBER 2016**

The following new businesses obtained their business licenses during the month:

RETAIL:

Dogs N Que LLC, mobile food vendor

Ozzymoose LLC dba Bruno's Gastrotruck, mobile food vendor

Southern E Vaps, 868 Tanyard Rd., vapes etc.

REPAIRS / PERSONAL SERVICES:

Catch A Tan 2, 928 Tanyard Rd., tanning salon

TOWN OF ROCKY MOUNT
Investment Portfolio
at October 31, 2016

<u>Security</u>	<u>Call Date</u>	<u>Maturity Date</u>	<u>Bond</u>	<u>Market Price</u>	<u>Market Value</u>	<u>Market Yield</u>	<u>Yield to Maturity</u>	<u>Cusip Number</u>	<u>Estimated Annual Interest</u>
Fixed Income / Bonds:									
FHLMC	3/30/2016	12/30/2020	210,000	99.896	209,781.60	1.25%	2.00%	3134G8BH1	2,625.00
FNMA	12/26/2013	12/26/2017	500,000	100.018	500,090.00	0.99%	0.99%	3135G0SJ3	5,000.00
Bond Totals			<u>710,000</u>		<u>709,871.60</u>	1.12% avg. return			<u>7,625.00</u>
Certificates of Deposits:									
Am Express Centurion		5/28/2020	245,000	102.555	251,259.75	1.99%	2.05%	02587DYH5	5,022.50
Bank Deerfield WIS		2/26/2021	245,000	99.520	243,824.00	1.25%	1.25%	061785DM0	3,062.50
Bank Hampton Rds. VA		9/27/2017	245,000	100.194	245,475.30	0.99%	1.00%	062492BH5	2,450.00
Bank of Perry Co. Tenn		2/20/2018	248,000	100.981	250,432.88	1.23%	1.25%	06425KBN8	3,100.00
Barclays BK Del Retail		8/20/2019	225,000	102.524	230,679.00	2.04%	2.10%	06740LHV2	4,725.00
Capital One BK VA		7/20/2021	245,000	100.029	245,071.05	1.49%	1.50%	140420ZW3	3,675.00
Discover Bk Greenwood DL		7/22/2020	245,000	103.823	254,366.35	2.21%	2.30%	254671VH0	5,635.00
Essa BK Stroudsburg PA		11/30/2016	245,000	100.041	245,100.45	0.99%	1.00%	29667RGE7	2,450.00
Everbank Jacksonville FL		3/29/2019	245,000	101.107	247,712.15	1.48%	1.48%	29976DW3	3,675.00
First Merchants BK N A		9/30/2019	245,000	102.589	251,343.05	1.94%	2.00%	32082BDS5	4,900.00
Goldman Sachs USA		1/13/2021	245,000	104.108	255,064.60	2.20%	2.30%	38148J5F4	5,635.00
HSBC BK McLean VA		3/10/2021	230,000	100.756	231,738.80	1.29%	1.30%	40434AP45	2,990.00
Finl BK Chicago Ill		12/10/2018 A	190,000	100.267	190,507.30	1.09%	1.10%	55266CSB3	2,090.00
State BK India NY NY		12/5/2019	245,000	103.272	253,016.40	2.13%	2.20%	8562843E2	5,390.00
Synchrony BK Retail CTF		6/13/2019	230,000	102.383	235,480.90	1.95%	2.00%	87164YAP9	4,600.00
CD Totals			<u>3,573,000</u>		<u>3,631,071.98</u>	1.62% avg. return			<u>59,400.00</u>
Total Investments			<u>4,283,000</u>		<u>4,340,943.58</u>	1.56% avg. return			<u>67,025.00</u>

Note A: This CD replaces one with a .99% yield.

<u>Month</u>	<u>LGIP</u>	<u>Effective</u>
	<u>Balance</u>	<u>Yield</u>
Oct-15	1,843,408.19	0.18%
Nov-15	1,459,985.45	0.19%
Dec-15	1,362,202.20	0.28%
Jan-16	1,378,906.26	0.40%
Feb-16	1,395,966.46	0.44%
Mar-16	1,781,023.61	0.46%
Apr-16	1,798,222.49	0.48%
May-16	1,815,782.67	0.48%
Jun-16	2,254,647.98	0.48%
Jul-16	1,671,851.75	0.50%
Aug-16	1,745,568.10	0.54%
Sep-16	2,155,960.66	0.59%
Oct-16	2,173,045.06	0.61%

REVENUE COMPARISONS
AS OF NOVEMBER 30, 2016

REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET THIS YEAR	% OF BUDGET THIS YEAR
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR		
GENERAL FUND - Local Revenues:						
Real Estate Tax	787	420	1,847	8,663	576,715	0.32%
Real Estate Tax - Delinquent	1,096	1,277	7,673	5,699	14,000	54.80%
Public Service Tax	-	-	-	-	29,226	0.00%
Personal Property Tax	-	567	393	5,372	239,609	0.16%
Personal Property Tax - Delinquent	265	174	1,515	3,344	5,000	30.30%
Machinery & Tools Tax	-	-	-	-	128,700	0.00%
Penalties on Tax	102	157	980	4,240	3,500	28.01%
Interest on Tax	46	236	1,629	942	1,700	95.82%
Local Sales Tax	14,766	14,500	45,094	44,710	179,404	25.14%
Meals Tax	126,512	116,664	477,993	451,227	1,450,864	32.95%
Utility Tax	24,978	27,613	109,450	114,707	326,904	33.48%
Communications Tax	15,373	15,798	61,472	62,911	218,734	28.10%
Bank Stock Tax	-	-	-	-	194,900	0.00%
Penalty-Meals Tax	30	101	364	884	2,000	18.22%
Interest-Meals Tax	5	18	30	71	250	12.18%
Lodging Tax	18,797	12,988	58,821	40,529	190,998	30.80%
Cigarette Tax	8,753	8,720	39,487	36,653	84,000	47.01%
BPOL-Retail	40	-	4,036	4,997	340,000	1.19%
BPOL-Professional	-	356	2,430	15,590	139,000	1.75%
BPOL-Contractor	-	-	336	1,611	16,000	2.10%
BPOL-Repairs/Services	-	2,201	3,908	6,339	130,000	3.01%
BPOL-Alcoholic Beverages	-	-	-	-	800	0.00%
BPOL-Penalty/Interest	-	55	1,204	2,834	3,000	40.14%
BPOL-Amusement	-	-	-	-	200	0.00%
BPOL-Utility	-	-	-	-	15,000	0.00%
BPOL-Miscellaneous	-	-	537	150	2,500	21.47%
Solicitor Permits	-	-	20	-	-	0.00%
Farmer's Market Fees	60	364	522	869	3,000	17.40%
Welcome Center Fees	411	840	2,961	2,400	3,500	84.60%
Planning/Zoning Fees	165	200	2,949	3,468	8,000	36.86%
Court Fines	3,177	4,966	15,074	17,896	48,000	31.40%
Parking Fines	-	10	80	55	100	80.00%
Garbage Violation Fines	-	-	120	-	-	0.00%
Interest Earnings	-	774	10,152	8,984	58,409	17.38%
Return Check Fees	60	20	290	245	330	87.88%
Rental of Property	-	-	420	-	420	100.00%
Bond Proceeds	-	-	-	-	1,500,000	0.00%
Mortgage Payments	256	256	1,024	1,280	3,073	33.33%
Loan Repayment - Paving	728	728	3,683	4,366	8,732	42.18%
Sale of Materials	-	-	-	-	-	0.00%
Sale of Property	-	-	-	-	-	0.00%
Grave Preparation	-	-	375	1,125	1,500	25.00%
Security Services	-	1,080	1,590	2,229	3,000	53.00%
Passport Service Fees	911	816	2,952	3,647	10,000	29.52%
Police Reports	128	-	469	316	1,000	46.90%
Fingerprint Service Fees	20	-	185	145	400	46.25%
Piedmont Community Services Staffing	-	-	2,800	-	-	100.00%
Garbage Collection Fees	7,878	7,860	29,618	29,650	88,944	33.30%
Truck Rental Program	30	-	120	160	150	80.00%
Credit Card Fees	137	107	664	893	1,900	34.93%
Weed Control Charges	375	-	428	-	150	285.09%
Miscellaneous Services	230	-	325	23	100	325.09%
Donations	-	4	30	37	-	0.00%
Merchandise Sales	-	2	7	209	200	3.38%
Miscellaneous	-	1	2	214	200	1.12%

**REVENUE COMPARISONS
AS OF NOVEMBER 30, 2016**

REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET THIS YEAR	% OF BUDGET THIS YEAR
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR		
Community Grant - Police Dept.	-	-	-	2,000	-	0.00%
Curb & Gutter Recoveries	-	-	-	-	-	0.00%
Recoveries	1	200	489	1,766	-	0.00%
Unrealized Gain on Investments	-	2,628	(439)	7,202	-	0.00%
Appropriated Fund Balance	-	-	-	-	1,697,820	0.00%
Total Local Revenues	226,117	222,699	896,109	900,653	7,731,932	11.59%
GENERAL FUND - State Revenues:						
Rolling Stock Tax	-	-	3,324	3,748	3,600	92.34%
Litter Tax	2,543	-	2,543	2,640	2,600	97.81%
Other Categorical Aid	112	17	241	40	-	0.00%
Fire Programs	-	-	14,016	13,689	15,210	92.15%
PPTRA from the State	-	-	53,861	53,861	53,861	100.00%
DMV Grants	-	-	5,045	4,410	-	0.00%
CDBG Grant	-	-	-	-	25,000	0.00%
Street Maintenance	-	-	346,716	335,840	1,370,226	25.30%
Volunteer Fire Dept.	-	-	7,500	7,500	30,000	25.00%
Law Enforcement-599 Funds	-	-	27,988	27,115	108,460	25.80%
Va. Commission of the Arts Grant	-	-	240	-	-	0.00%
Other Categorical Aid-County	-	-	-	100,000	-	0.00%
Other Categorical Aid-Schools	-	-	29,632	29,632	29,632	100.00%
Total State Revenues	2,655	17	491,106	578,475	1,638,589	29.97%
TOTAL GENERAL FUND REVENUES	228,772	222,716	1,387,215	1,479,127	9,370,521	14.80%
UTILITY FUND REVENUES:						
Water Sales	94,993	97,945	371,663	368,860	1,144,700	32.47%
gallons billed	18,974,755	19,825,348	107,192,874	104,781,697		
Water Connections	-	-	6,256	11,275	20,990	29.80%
Reconnect Fees	475	525	1,475	1,835	2,500	59.00%
Penalties	2,380	2,205	13,777	10,876	24,000	57.40%
Bulk Water Purchases	21	-	389	1,283	2,400	16.19%
Sewer Collection Charges	61,193	60,928	245,828	235,397	713,900	34.43%
gallons billed	14,921,919	15,313,481	81,714,168	76,889,620		
Sewer Connections	-	-	1,000	8,000	8,000	12.50%
Cell Tower Rent	2,134	2,113	19,671	15,965	47,086	41.78%
Recoveries	-	-	-	360	500	0.00%
Bond Proceeds	-	-	-	-	-	0.00%
Transfer from Other Funds	-	-	-	-	-	0.00%
Appropriated Fund Balance	-	-	-	-	55,280	0.00%
TOTAL UTILITY FUND REVENUES	161,197	163,717	660,058	653,851	2,854,051	23.13%

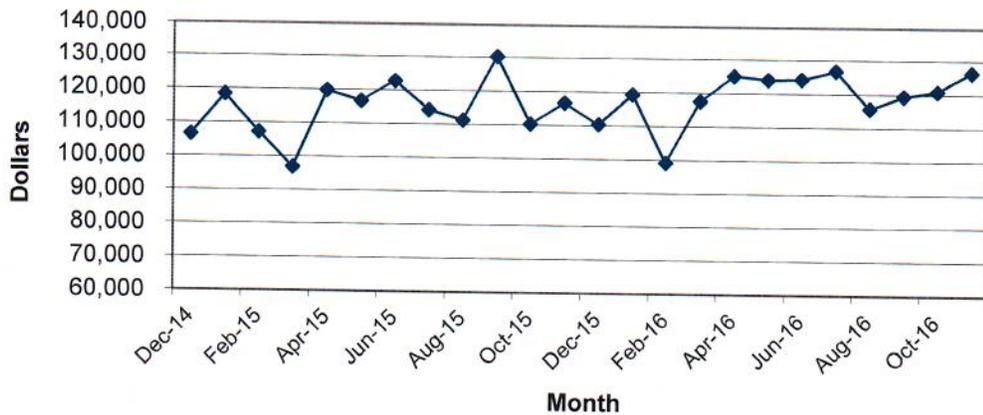
REVENUE COMPARISONS
AS OF NOVEMBER 30, 2016

REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET THIS YEAR	% OF BUDGET THIS YEAR
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR		
CAPITAL PROJECTS REVENUES:						
Microenterprise Loan Payments	394	102	802	354	-	0.00%
EDA Loan Repayment (for HPC)	-	-	-	544,829	-	0.00%
Transfers from General Fund	-	-	-	-	-	0.00%
Appropriated Fund Balance	-	-	-	-	-	0.00%
TOTAL CAPITAL PROJECTS REVENUES	394	102	802	545,183	-	0.00%
UTILITY CAPITAL REVENUES:						
Proceeds from Bond	-	-	-	-	65,000	0.00%
Capital Recovery Fees-Water	23,458	18,003	113,336	87,256	243,834	46.48%
Capital Recovery Fees-Sewer	19,143	15,589	88,116	71,212	204,701	43.05%
Capital Recovery Fees-Garbage	1,679	1,668	8,330	8,310	19,874	41.91%
Appropriated Fund Balance	-	-	-	-	67,724	0.00%
Transfer from Other Funds	-	-	-	-	-	0.00%
TOTAL UTILITY CAPITAL REVENUES	44,279	35,260	209,782	166,779	601,133	34.90%
PERFORMANCE VENUE REVENUES:						
Transfers from General Fund	-	-	-	-	331,146	0.00%
TOTAL PERFORMANCE VENUE REVENUES	-	-	-	-	331,146	0.00%
5 months of the 12 months of the fiscal year						41.67%

TOWN OF ROCKY MOUNT
MEALS TAX COLLECTIONS

Month	Collections
Dec-14	106,535
Jan-15	118,367
Feb-15	107,244
Mar-15	96,859
Apr-15	119,709
May-15	116,730
Jun-15	122,695
Jul-15	114,250
Aug-15	111,303
Sep-15	130,219
Oct-15	110,364
Nov-15	116,664
Dec-15	110,434
Jan-16	119,400
Feb-16	99,134
Mar-16	117,536
Apr-16	125,165
May-16	124,133
Jun-16	124,265
Jul-16	126,812
Aug-16	115,737
Sep-16	119,407
Oct-16	120,915
Nov-16	126,512

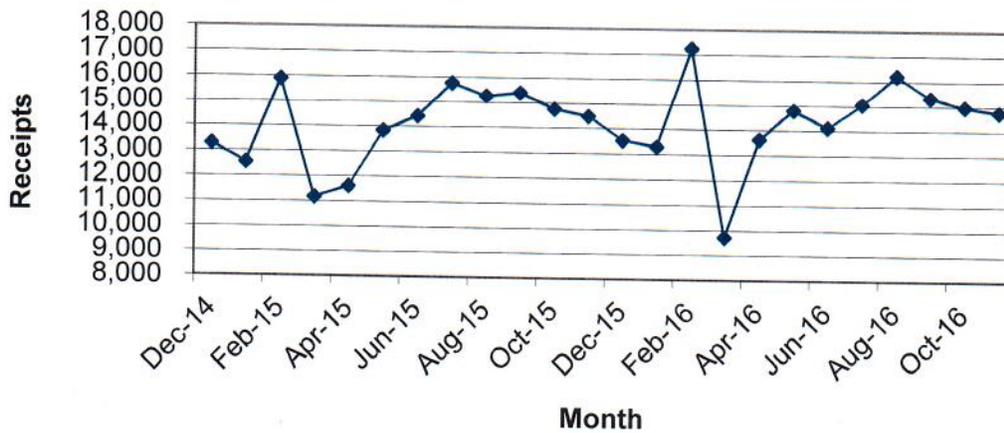
Meals Tax Collections



Town of Rocky Mount
Local Sales Tax

Dec-14	13,288
Jan-15	12,560
Feb-15	15,912
Mar-15	11,180
Apr-15	11,616
May-15	13,835
Jun-15	14,434
Jul-15	15,795
Aug-15	15,283
Sep-15	15,428
Oct-15	14,783
Nov-15	14,500
Dec-15	13,547
Jan-16	13,307
Feb-16	17,249
Mar-16	9,733
Apr-16	13,632
May-16	14,819
Jun-16	14,114
Jul-16	15,067
Aug-16	16,242
Sep-16	15,351
Oct-16	14,977
Nov-16	14,766

Local Sales Tax



TOWN OF ROCKY MOUNT
EXPENDITURE COMPARISONS
AS OF NOVEMBER 30, 2016

ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
GENERAL FUND:						
Mayor & Council	3,241	4,606	32,211	28,453	80,709	39.91%
Town Manager	20,518	21,087	97,781	91,775	241,084	40.56%
Town Attorney	-	-	7,994	9,220	39,140	20.42%
Finance Department	20,832	24,490	140,453	140,195	335,242	41.90%
Electorial Board	-	-	-	-	-	0.00%
Police Department	193,369	159,158	780,160	736,138	2,056,727	37.93%
Volunteer Fire Dept.	4,493	5,071	49,011	47,355	216,200	22.67%
Public Works Admin.	10,470	959	56,729	4,366	15,657	362.33%
Street Lights	10,888	8,278	37,650	33,926	115,991	32.46%
Traffic Control & Parking	42,538	4,211	79,644	13,779	116,672	68.26%
Streets	34,285	283,045	199,982	482,491	1,099,494	18.19%
Sidewalks & Curbs	-	-	1,049	3,022	596,735	0.18%
40 East Sidewalks/Crosswalks	-	10,635	-	10,635	-	0.00%
Scuffling Hill Drainage	715	4,330	7,685	22,123	355,055	0.00%
Bernard Rd Drainage	-	-	3,000	-	119,092	0.00%
Street Cleaning	-	789	1,046	7,220	20,116	5.20%
Refuse Collection	6,128	39,128	41,816	94,457	181,148	23.08%
Snow Removal	3,366	-	3,802	341	39,581	9.61%
Municipal Building	3,832	11,838	57,896	29,900	133,449	43.38%
Emergency Services Bldg.	5,375	4,880	23,409	21,536	77,904	30.05%
Public Works Building	1,935	988	9,146	775	24,669	37.08%
Cemetery	845	1,076	48,119	8,079	60,453	79.60%
Playgrounds	2,732	1,611	35,227	29,097	997,068	3.53%
Celeste Park	-	-	-	-	5,245	0.00%
Gilley's Park	-	-	-	-	25,000	0.00%
Veterans Memorial Park Erosion	4,962	-	10,556	-	884,771	0.00%
Planning & Zoning	9,521	9,826	49,037	50,613	135,215	36.27%
Community Development	24,537	14,670	89,108	71,817	300,345	29.67%
Citizen's Square	835	1,367	8,889	5,704	20,934	42.46%
Hospitality Center	2,017	1,741	11,905	17,510	32,854	36.24%
Passport Services Expenses	-	341	368	924	2,225	16.55%
Economic Development Authority	608	-	854	123	54,845	1.56%
Remediation of Blighted Structures	955	-	955	-	20,000	4.78%
Non-Departmental:						
Wages & Fringes	1,713	1,764	12,216	13,736	52,183	23.41%
Employee Wellness Program	750	1,055	750	1,055	5,100	14.71%
Employee Drug Testing	-	-	201	219	1,400	14.39%
Insurance	-	-	74,299	70,531	73,352	101.29%
Contributions to Others	-	-	15,450	16,500	16,500	93.64%
Debt Service-Principal	-	-	-	-	165,000	0.00%
Debt Service-Interest	-	-	61,359	22,412	35,059	175.02%
New Debt Service-Principal & Interest	-	-	-	-	158,447	0.00%
Transfer to Utility Operating Fund	-	-	-	-	55,280	0.00%
Transfer to Utility Capital Fund	-	-	-	-	-	0.00%
Transfer to Capital Proj. Fund	-	-	-	-	-	0.00%
Transfer to Performance Operations	-	-	-	-	331,146	0.00%
Contingency - General Purposes	-	-	50,000	-	50,000	100.00%
Contingency - Supplemental Pay Adjustments	-	-	-	-	27,505	0.00%
Contingency - Fire Dept Stipends	-	-	-	-	12,100	0.00%
Contingency - to reimburse fund balance	-	-	-	-	50,136	0.00%
TOTAL GENERAL FUND EXPENDITURES	411,460	616,943	2,099,757	2,086,025	9,436,828	22.25%

TOWN OF ROCKY MOUNT
EXPENDITURE COMPARISONS
AS OF NOVEMBER 30, 2016

ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
WATER & SEWER FUND:						
Water System Operation	20,837	9,521	64,712	46,070	148,004	43.72%
Meter Reading	3,131	3,148	11,747	14,145	43,205	27.19%
Water Plant	46,209	42,341	202,923	203,685	628,769	32.27%
Wastewater System Operation	19,180	3,242	46,055	29,540	129,624	35.53%
Wastewater Treatment Plant	36,073	30,312	142,322	149,153	489,758	29.06%
Utility Billing & Administration	8,931	7,091	43,965	47,096	164,435	26.74%
Non-Departmental:						
Wages & Fringes	-	-	-	-	-	0.00%
Insurance	-	-	24,766	23,510	25,451	97.31%
Debt Service-Principal	-	-	104,000	102,000	284,000	36.62%
Debt Service-Interest	-	-	-	7,669	88,898	0.00%
Contingency - Utility Operating Purposes	-	-	-	-	10,000	0.00%
Contingency - Supplemental Pay Adjustments	-	-	-	-	7,213	0.00%
Depreciation	-	-	-	-	834,695	0.00%
TOTAL WATER & SEWER FUND EXPENSES	134,361	95,655	640,491	622,867	2,854,052	22.44%
CAPITAL IMPROVEMENTS FUND:						
Microenterprise Loan Program	-	-	-	15,000	-	0.00%
TOTAL CAPITAL PROJECTS EXPENDITURES	-	-	-	15,000	-	0.00%
UTILITY CAPITAL FUND:						
Water Distribution Utility Projects	6,432	-	18,837	500	20,000	94.19%
Water Plant Small Capital	-	1,947	-	24,686	-	0.00%
Meter Reading Capital Equipment	-	-	-	-	19,500	0.00%
Water iPhone Based Loss / Leak Detection	-	-	3,314	-	3,500	94.69%
Grassy Hill Lower Pump Rebuild	-	-	-	-	5,000	0.00%
WTP Finished Pump Impeller	-	-	-	-	13,000	0.00%
Oak St. Water Line Replacement	-	-	-	751	-	0.00%
Orchard Ave. Ext. Water Replacement	-	-	-	13,085	-	0.00%
WTP Chlorine Conversion	-	1,500	-	124,907	-	0.00%
Lee Waid Water Line Replacement	-	-	-	17,189	-	0.00%
Continuous Chlorine Analyzer	-	-	-	-	3,500	0.00%
Altitude Valve Replacement 220N	-	-	-	-	12,000	0.00%
WTP Boiler & HVAC Replacement	-	-	13,310	-	50,000	26.62%
220 S Tank Mixer	-	91,155	380	91,155	-	0.00%
Wastewater Collection Utility Projects	-	-	-	-	-	0.00%
Scuffling Hill Sewer Line	-	-	-	-	65,000	0.00%
Sewer Portable Flow Meters	-	-	-	-	7,000	0.00%
Portable Smoke Machine for Sewer	-	-	2,380	-	3,000	79.32%
Wastewater Treatment Plant Utility Projects	-	4,883	-	4,883	-	0.00%
WWTP Main Pump Station Drive	-	-	17,966	-	14,000	128.33%
WWTP Replace Main Pumps	-	-	-	-	50,000	0.00%
WWTP Replace Sampler	-	-	-	-	6,500	0.00%
WWTP Replace Flow Meter	-	-	-	-	8,000	0.00%
WWTP Replace HVAC	-	-	-	-	15,000	0.00%
New Debt Service - Principal & Interest	-	-	-	-	7,177	0.00%
Contingency	-	-	-	-	60,000	0.00%
Reserved Fund Balance Transfer	-	-	-	-	-	0.00%
TOTAL UTILITY CAPITAL EXPENDITURES	6,432	99,485	56,188	277,156	362,177	15.51%

TOWN OF ROCKY MOUNT
EXPENDITURE COMPARISONS
AS OF NOVEMBER 30, 2016

ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
PERFORMANCE VENUE OPERATIONS:						
Performance Venue Operations:						
Wages - Full Time	11,861	9,155	48,687	38,142	154,190	31.58%
Wages - Part Time	-	1,616	2,582	8,138	21,914	11.78%
Wages - Security	1,515	1,110	6,810	7,185	25,000	27.24%
Fringes	5,624	4,557	24,235	20,501	71,312	33.99%
Contractual Services	-	1,146	1,226	29,661	15,000	8.18%
Custodial Services	-	-	-	-	-	0.00%
Repairs & Maintenance	-	-	-	-	4,000	0.00%
Advertising	2,100	-	2,100	-	-	0.00%
Printing & Binding	-	-	-	-	-	0.00%
Licenses & Permits	-	-	339	-	730	46.44%
Postage & Delivery Services	-	-	-	-	-	0.00%
Utilities	-	1,894	-	8,162	30,000	0.00%
Communications	195	633	910	2,784	9,000	10.11%
Stipends	-	-	-	-	-	0.00%
Office Supplies	-	-	671	-	-	0.00%
Data Processing Equipment	-	-	810	-	-	0.00%
Audio / Visual Equipment	-	-	700	-	-	0.00%
TOTAL PERFORMANCE VENUE EXPENSES	21,295	20,110	89,070	114,573	331,146	26.90%
5 months of the 12 month fiscal year						41.67%

TOWN OF ROCKY MOUNT
CONTINGENCY FUNDS
FISCAL YEAR 2017

	<u>GENERAL FUND</u>	<u>UTILITY FUND</u>	<u>UTILITY CAPITAL FUND</u>
BUDGETED CONTINGENCY - GENERAL PURPOSES COMMITTED:	50,000	10,000	60,000
AVAILABLE CONTINGENCY - GENERAL PURPOSES	<u>50,000</u>	<u>10,000</u>	<u>60,000</u>
<hr/>			
BUDGETED FOR SUPPLEMENTAL PAY ADJUSTMENTS COMMITTED:	27,505	7,213	
AVAILABLE FOR SUPPLEMENTAL PAY ADJUSTMENTS	<u>27,505</u>	<u>7,213</u>	
<hr/>			
BUDGETED FOR FIRE OFFICER SUPPLEMENTAL STIPENDS COMMITTED:	12,100		
AVAILABLE FOR VOL. FIRE SUPPLEMENTAL STIPENDS	<u>12,100</u>		
<hr/>			
BUDGETED FOR REIMBURSEMENT TO FUND BALANCE COMMITTED:	50,136		
Industrial Incentive (July)	(50,000)		
AVAILABLE FOR REIMBURSEMENT TO FUND BALANCE	<u>136</u>		

TOWN OF ROCKY MOUNT
 UTILITY BILLING
 WATER CONSUMPTION PERCENTAGES
 FOR THE MONTH OF NOVEMBER 2016

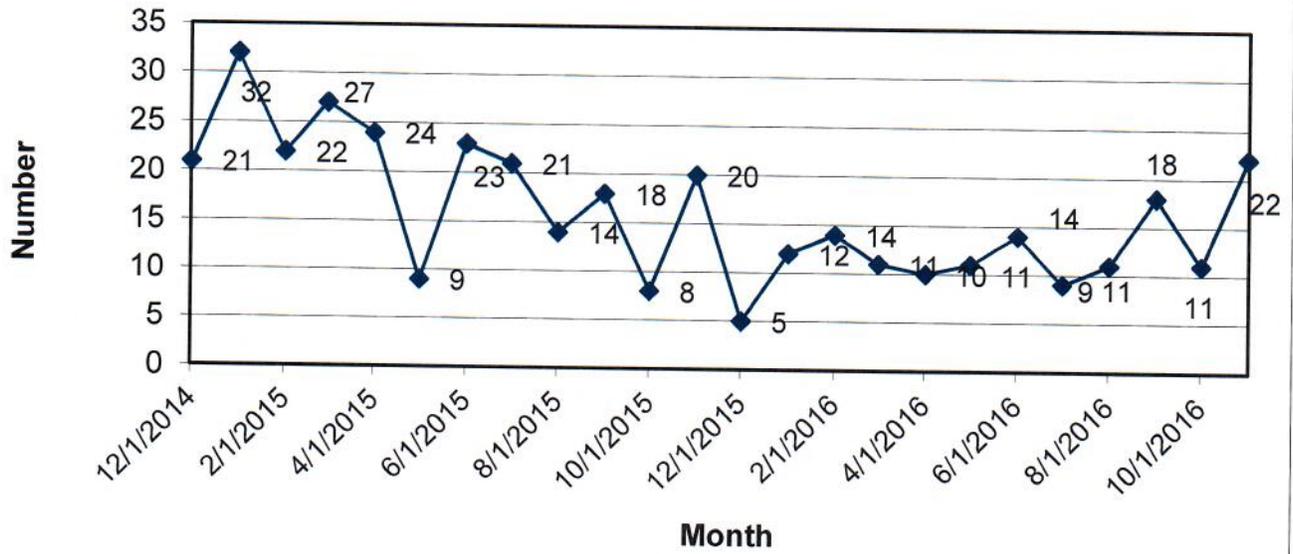
	TOTAL METERS	TOTAL GALLONS	TOTAL REVENUES	% METERS	% GALLONS	% REVENUES
IN-TOWN CUSTOMERS						
RESIDENTIAL	1,782	6,280,730	\$ 41,675	61%	33%	35%
COMMERCIAL	346	5,745,515	25,776	12%	30%	22%
INDUSTRIAL	49	3,800,180	\$ 13,191	2%	20%	11%
TOTAL	2,177	15,826,425	\$ 80,642	75%	83%	67%
OUT-OF-TOWN CUSTOMERS						
RESIDENTIAL	664	2,068,940	\$ 28,631	23%	11%	24%
COMMERCIAL	76	1,072,390	\$ 10,493	3%	6%	9%
INDUSTRIAL	2	7,000	\$ 95	0%	0%	0%
TOTAL	742	3,148,330	\$ 39,219	25%	17%	33%
				100%	100%	100%
GRAND TOTAL (ALL CUSTOMERS)						
RESIDENTIAL	2,446	8,349,670	\$ 70,306	84%	44%	59%
COMMERCIAL	422	6,817,905	\$ 36,269	14%	36%	30%
INDUSTRIAL	51	3,807,180	\$ 13,286	2%	20%	11%
TOTAL	2,919	18,974,755	\$ 119,861	100%	100%	100%

TOWN OF ROCKY MOUNT
 UTILITY BILLING
 PERCENT CONSUMPTION & PERCENT REVENUE
 PER CUSTOMER CLASS
 FISCAL YEAR 2017

Month	In Town								Out of Town							
	Residential		Commercial		Industrial		Total		Residential		Commercial		Industrial		Total	
	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.	% Gal.	% Rev.
Jul-16	34%	34%	30%	22%	17%	10%	82%	66%	12%	24%	6%	10%	0%	0%	18%	34%
Aug-16	33%	34%	33%	24%	17%	10%	84%	68%	11%	23%	5%	9%	0%	0%	16%	32%
Sep-16	31%	33%	34%	24%	20%	12%	84%	69%	10%	22%	5%	9%	0%	0%	16%	31%
Oct-16	31%	33%	33%	24%	19%	11%	83%	68%	11%	24%	5%	9%	0%	0%	17%	32%
Nov-16	33%	35%	30%	22%	20%	11%	83%	67%	11%	24%	6%	9%	0%	0%	17%	33%
Dec-16																
Jan-17																
Feb-17																
Mar-17																
Apr-17																
May-17																
Jun-17																
Average	32%	34%	32%	23%	19%	11%	83%	68%	11%	23%	5%	9%	0%	0%	17%	32%

***NOTE: The above chart shows the breakdown of in-town customer gallons and revenues vs. out-of-town. It also breaks those gallons & revenues into residential, comercial, and industrial customers for FY 2017 (year ended 6/30/17).

Number of Water Cut-off's



TOWN OF ROCKY MOUNT
WATER ACCOUNTABILITY
October-16

Water Plant Finished Water Pumped		<u>24,306,250</u>
(Oct 2 - Nov 2)	(meters read 10/31 - 11/4)	
Water Consumption Billed	18,974,755	
Water Plant Process	679,000	
Meters Read and Not Billed	184,660	
Water Obtained from Water Plant (to bill)	-	
Water Obtained from Public Works Hydrant (to bill)	-	
Flushing Water Lines	750,000	
Flow Meter Checks at Hydrants	-	
 Grand Total of Water Metered / Consumed / Tracked		 <u>20,588,415</u>
 Percent Finished Water Accounted		 84.70%

Meters Read and Not Billed

001-0122-10-01	Mary Bethune Park	200
001-0188-00-01	Impound Lot	-
002-0317-20-01	Public Works Bldg	60
002-0317-30-01	Public Works Bldg-new bldg	1,000
004-1067-00-01	Veteran's Memorial Park	2,100
005-1300-00-01	Mary Elizabeth Park	300
005-1343-10-01	Harvester Performance Centre	7,000
005-1384-00-01	Farmer's Market	3,400
005-1457-00-01	Municipal Bldg.	2,000
006-1710-00-01	Welcome Center / Depot	600
009-2523-50-01	Emergency Services Bldg.	7,000
011-0050-90-01	Rt 122 Pump Station	-
041-0034-00-01	WasteWater Treatment Plant	161,000

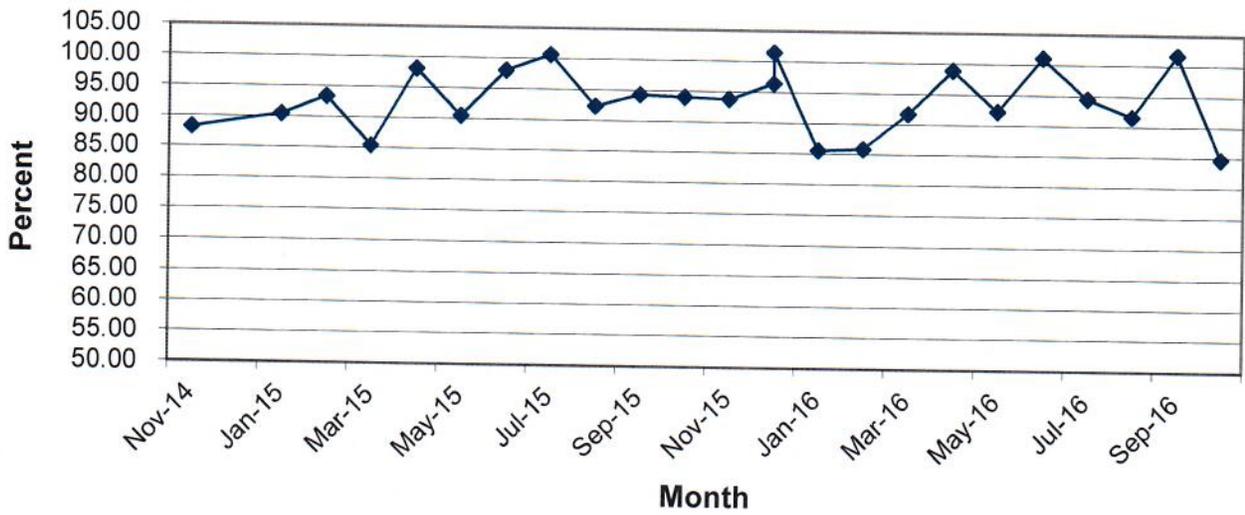
TOTAL Meters Not Billed		<u>184,660</u>
-------------------------	--	----------------

Water Line Repairs by Public Works during the month:
South Main
Knob Hill

Sewer Line Repairs by Public Works during the month:
none

TOWN OF ROCKY MOUNT						
WATER ACCOUNTABILITY						
FISCAL YEAR 2017						
	Finished	Total		Monthly	Average	Average
	Water	Water	Percent	Monthly	Accounted	Monthly
	Treated	Gallons	Accounted	Gallons	Variance	Variance
<u>Month</u>	<u>Treated</u>	<u>Accounted</u>	<u>Accounted</u>	<u>Variance</u>	<u>per Quarter</u>	<u>per Quarter</u>
Jul-16	22,844,872	21,596,079	94.53%	1,248,793		
Aug-16	27,107,623	24,842,331	91.64%	2,265,292		
Sep-16	23,869,000	24,278,376	101.72%	(409,376)	95.96%	1,034,903
Oct-16	24,306,250	20,588,415	84.70%	3,717,835		
Nov-16				-		
Dec-16				-	84.70%	3,717,835.00
Jan-17				-		
Feb-17				-		
Mar-17				-	0.00%	-
Apr-17				-		
May-17				-		
Jun-17				-	0.00%	-
AVG.	24,531,936	22,826,300	93.15%	1,705,636	90.33%	2,376,369
TOTAL	98,127,745	91,305,201		6,822,544		
Monthly Avg. Percent Unaccounted =			6.85%			
Monthly Avg. Percent Accounted =			93.15%			
4 out of 4 months this fiscal year > 80% accountability						

Water Accountability %



**TOWN OF ROCKY MOUNT
UTILITY PROFILE
FISCAL YEAR 2017**

Month	Plant Hrs.	Raw Water Drawn	Monthly Avg. % of capacity	Finished water Treated	Monthly Avg. % of capacity	Total Water Gallons Accounted (A)(B)	Pct. Accounted	Connections	Wastewater Monthly Flow	Monthly Avg. % of Capacity	Total Sewer Gallons Billed	Pct. Accounted
Jul-16	297.60	25,200,000	40.65%	22,844,872	36.85%	21,596,079	94.53%	2,892	20,615,000	33.25%	15,173,279	73.60%
Aug-16	310.00	26,350,000	42.50%	27,107,623	43.72%	24,842,331	91.64%	2,900	23,002,000	37.10%	18,127,841	78.81%
Sep-16	297.00	25,620,000	42.70%	24,260,000	40.43%	24,278,376	100.08%	2,907	19,050,000	31.75%	17,572,596	92.24%
Oct-16	300.70	25,180,000	40.61%	23,560,000	38.00%	20,588,415	87.39%	2,919	22,909,000	36.95%	14,921,919	65.14%
Nov-16	288.00	24,490,000	40.82%	22,840,000	38.07%		0.00%		18,150,000	30.25%		
Dec-16			0.00%		0.00%					0.00%		
Jan-17			0.00%		0.00%					0.00%		
Feb-17			0.00%		0.00%					0.00%		
Mar-17			0.00%		0.00%					0.00%		
Apr-17			0.00%		0.00%					0.00%		
May-17			0.00%		0.00%					0.00%		
Jun-17			0.00%		0.00%					0.00%		
AVG.	298.66	25,368,000	41.45%	24,122,499	39.41%	22,826,300	93.41%	2,905	20,745,200	33.86%	16,448,909	77.45%

NOTE (A): "Total Water Gallons Accounted" consists of gallons billed and gallons read but not billed plus bulk water sold at the Water Plant plus water used to flush lines or hydrants plus gallons used to fill water tanks.

NOTE (B): For any given month, "total water gallons accounted" are for "finished water treated" that month. For example, for the month of July, "water gallons accounted" would be water consumed during the month of July by customers and read by the meter readers during the first week of August. Those gallons, however, would not be billed to customers until the end of August during that month's billing cycle. However, those gallons consumed are displayed on the July line to match usage with water plant production ("finished water treated").

MONTHLY STAFF REPORT

DATE:	November 15, 2016
TO:	Rocky Mount Town Council
FROM:	Jeff Rakes
DEPARTMENT:	Fire Department
MONTH:	October 2016

The Rocky Mount Fire Department had a total of 48 calls for the month of October 2016.

There were 21 calls inside town limits and 27 calls out in the county that Department 1 responded to.

The fire Department vehicles traveled a total of 1,432 miles answering all of these calls.

A total of 63 gallons of gasoline and 135 gallons of diesel fuel were used.

Of the 48 calls there was 5 structure fires, 1 motor vehicle fire, 1 woods and grass fire, 26 motor vehicle accidents, 9 false alarms, 1 service call, 1 smoke /odor removal, 1 debris in roadway, 1 assist rescue squad, 2 smoke reports.

The Firefighters trained a total of 6 hours during October 2016.

MONTHLY STAFF REPORT

DATE:	December 12, 2016
TO:	Rocky Mount Town Council
FROM:	Chief Ken E. Criner, Jr.
DEPARTMENT:	Police Department
MONTH:	November 2016

See attached report for more information on monthly stats!

ROCKY MOUNT POLICE DEPARTMENT
MONTHLY REPORT TO COUNCIL

ADM #1

DATE: November 2016

September

October

NOVEMBER

	September	October	NOVEMBER
UNIFORM TRAFFIC SUMMONS ISSUED	89	77	79
TRAFFIC STOPS	182	173	162
SPEEDING TICKETS ISSUED	21	17	11
DUI	1	1	2
COLLISIONS INVESTIGATED (TREDS)	16	22	28
MOTORIST AIDES	39	64	61
CRIMINAL ARRESTS "MISDEMEANOR"	44	55	21
CRIMINAL ARRESTS "FELONY"	16	14	15
INCIDENTS ADDRESSED	1799	2146	2176
INCIDENTS, OFFENSES REPORTABLE IN "RMS"	97	90	78
GRAND LARCENY WARRANTS	4	3	6
BREAKING & ENTERING REPORTS	1	0	1
BREAKING & ENTERING WARRANTS	1	2	0
BOLO'S (Be On Look Out)	38	53	75
FOLLOW-UP'S	48	63	70
BUSINESSES, RESIDENCES CHECKED "FOOT PATROLS"	1058	1328	1358
SCHOOL CHECKS	80	46	72
ALARM RESPONSES	24	25	25
OPEN DOORS, WINDOWS, ETC. UNSECURED	9	18	7
COURT HOURS	13.25	27.5	39.25
TRAINING HOURS:	159	11	38.25
SPECIAL ASSIGNMENT HOURS:	93.75	167.5	30.25
HARVESTER HOURS WORKED:	42	66.5	56
ECO/TDO	7	3	5
ECO/TDO HOURS:	11	4	21.75

TRAFFIC ENFORCEMENT:

- ◇ Moving and stationary radar: throughout the Town, Bernard Road, Greenview Drive, North & South Main Street, Grassy Hill Road, Tanyard Road, Pell Avenue, State Street, Old Franklin Turnpike, Scuffling Hill Road, Glenwood Drive, Green Meadow Lane and Windy Lane.
- ◇ There were 28 reportable accidents with 27 of the accidents on our public streets.

COMMUNITY OUTREACH:

- ◇ Residential Foot Patrols: Altice Mill Road, Anderson Street, Ann Sink Street, Avalon Street, Bernard Road, Bland Street, Booker T. Washington Highway, Brookshire Drive, Buckner Street, Bunny Lane, Byrd Lane, Candlewood Apartments, Cedar Street, Center Street, Circle Drive, Circle View Street, Claiborne Avenue, Cobb Street, Cornell Road, Cromwell Drive, Dent Street, Diamond Avenue, Donald Avenue, East Church Street, East Court Street, East Street, Edgemont Street, Fairlawn Drive, Friendly Street, Frontage Road, Glen Meadow Drive, Glenwood Drive, Goodview Street, Grayson Street, Grassy Hill Road, Green Meadow Lane, Greenview Avenue, Greer Lane, Hale Street, Harvey Street, Hatcher Street, Herbert Street, High Street, Highland Hills Road, Highview Terrace, Hillcrest Drive, Hilltop Drive, Jubal Pass, Knob Apartments, Knollwood Drive, Lakeview Drive, Law Street, Lawndale Drive, Leonor Street, Luke Street, Lynch Drive, Mamie Avenue, Maple Avenue, Mary Coger Lane, Maynor Street, Montview Avenue, Mountain View Drive, Musefield Road, Noel Street, Norris Street, North Main Street, Oak Street, Old Fort Road, Old Franklin Turnpike, Old Furnace Road, Orchard Avenue, Oxford Circle, Parker's Drive, Patterson Avenue, Pell Avenue, Pendleton Street, Perdue Lane, Randolph Street, Riverview Street, School Board Road, Scuffling Hill Road, Smithers Street, Spring Street, State Street, Summit Drive, Sycamore Street, Taliferro Street, Tanyard Village, Trail Drive, Walnut Street, Warren Street, West Church Street, West College Street, West Court Street, Whitten Street, Willow Avenue, Wilson Street, Windsor Drive, Windy Lane, Woodlawn Drive, Wrays Street and Wray's Chapel Road.
- ◇ Business Foot Patrols: Aaron's, ABC Store, Advance Auto, AEP, All American Car Wash, American National Bank, Ameristaff, Angle Hardware, Applebee's, Arby's, Arrington Sports Awards, Auto Zone, BB& T Bank, BFMS, Bojangles, Bootleggers Café, Brookside Swim Club, Burger King, Burt's Dentistry, C-Mart, Carter Bank & Trust, CATCE Center, China City, Christian Heritage Academy, Comfort Inn, Cook Out, Country Kids, CATCE Center, Center Stage Catering, Check Into Cash, China City, Christian Heritage Academy, Coast to Coast, Comfort Inn, Cook Out, Cox's, Crooked Stitch, Curves, CVS, Dairy Queen, Davenport Gas, Davis Law Firm, Department of Social Services, DMV, Dollar General, Dollar Tree, Domino's, Eagle Cinema, Edward Johnson Investment, El Rio, El Rodeo, Empire Foods, Enterprise Rent-A-Car, Essig Center, Family Dollar, Family Pharmacy, Farmer's Market, Fast Stop, Fast Tan, FCHS, First Baptist Church, Fisher Auto Parts, Fleetwood Homes, Flora Funeral Home, Flowers By Jones, Foley's Automotive, Food Lion, Francis of Assisi, Franklin Auto Glass, Franklin Center, Franklin Community Bank, Franklin County Dialysis, Franklin County Health Department, Franklin County Library, Franklin Dental Associates, Franklin Health Care, Franklin Heating & Air, Franklin Heights Baptist Church, Franklin Memorial Hospital, Franklin Outdoors, Frank's Pizza, Free Clinic, Furnace Creek Baptist Church, Get Ur Fix, Goodwill, The Grainery, Gusler's Alignment, H & R Block, Hair Fashions, Hardee's, Harper's Plumbing, Harvester Center, Haywood's Jewelry, Hema's, Highlander Laundry, Hodgesville Penicostal Holiness Church, Holiday Inn Express, Hollywood Beauty Salon, Hometown Rentals, Hub Restaurant, Hutchinson Insurance, Ideal Building Supply, Industrial Avenue, Ippys, J & J Fashions, Jackson Hewitt, Jammin Apparel, Kay's Corner, Kentucky Fried Chicken, Kids Corner, Kim's Nails, Kroger, Kupkavery, Lee M. Waid, Lesley Wray Photography, Little Ceasers, Long & Foster Realty, Los Tres Amigos, Lowe's, Lynch Park, Mary Bethune Park, Mary Elizabeth Park, McDonalds, Member One, Mod-U-Kraf, Moose Lodge, NAPA, National Guard Armory, Newbold, Nice Nails, Ntelos, Oasis Salon, Old's Cool, Olympia Sports, Papa Johns, Peebles, Pell Animal Clinic, Pet Clinic, Piedmont Community Services, Pizza Hut, Pizza King, Plygem, Prillaman's Auto Sales, Probation & Parole, Quiznos', Radio Shack, Real Estate Rentals, Rent-A-Center, Retail Merchants, Riverside Minute Market, Rocky Mount Auto Repair, Rocky Mount Bowling Center, Rocky Mount Christian Church, Rocky Mount Church of God, Rocky Mount Elementary, Rocky Mount Public Works, Rocky Mount Ready Mix, Rocky Mount United Methodist Church, Ron Ayers Motorworks, Roses, Schewel's, School Board Road, Sheetz, Shell Station, Shentel, Sherwin Williams, Shoe Show, State Farm, Step Inc., Subway, Sun Tan City, Sunoco, Suntrust Bank, Team Nurse, Trinity Missions, Trinity Packaging, Turner's Ready Mix, US Cellular, Union Bank, Valley Star Credit Union, Veteran's Park, Vintage Spa, Walgreens, Wal-Mart, Wendy's, Women's Shelter, Wood Grains, YMCA and The Zone.

MISCELLANEOUS:

- November 7th, 2016 – Open Door “Franklin Heights Baptist Church”
- November 7th, 2016 – Open Door “Hemas”
- November 12th, 2016 – Open Door “FCHS”
- November 12th, 2016 – Open Door “Blue Ridge Performing Arts”
- November 12th, 2016 – Open Door “BFMS”
- November 16th, 2016 – Open Door “Bootleggers Café”
- November 17th, 2016 – Open Door “Rocky Mount Public Works”
- November 22nd, 2016 – VCIN Recertification at RMPD
- November 23rd, 2016 – VCIN Recertification at RMPD
- November 25th, 2016 – Foot Patrol/Traffic Control “Lighting of Christmas Tree”

CRIMINAL ARRESTS & LOCATIONS:

Possession of Methamphetamine	Franklin Street (x 2)
Possession of Schedule I or II Drug	Franklin Street
Possession of Marijuana	Old Franklin Turnpike
Possession of Marijuana	School Board Road
Possession of Drug Paraphernalia	Tanyard Road
Driving Under the Influence	Tanyard Road
Driving Under the Influence	Pell Avenue
Drunk In Public	North Main Street
Drunk In Public	Powder Creek Lane
Arson	Randolph Street
Malicious Wounding	Tanyard Road
Domestic Assault	Fairlawn Drive
Simple Assault	Tanyard Road
Felony Shoplifting	Old Franklin Turnpike (x 5)
Larceny of Lottery Tickets and Convert to Money	North Main Street
Shoplifting	Old Franklin Turnpike (x 4)
Shoplifting	Tanyard Road
Possession of a Firearm on School Property	Tanyard Road
Trespassing	East Court Street
Violate Protective Order	Trail Drive
Warrant Service (Felony)	North Main Street (x 2)
Warrant Service (Felony)	Circle Drive
Warrant Service (Misdemeanor)	North Main Street
Warrant Service (Misdemeanor)	Franklin Street
Warrant Service (Capias)	South Main Street

Warrant Service (Capias)

Technology Drive

Detention Order Service

Old Fort Road

Temporary Detaining Order

Technology Drive

Emergency Custody Order

Floyd Avenue

SPEEDING TICKETS ISSUED

North Main Street (x 4)

State Street (x 3)

East Court Street (x 2)

Bernard Road

Tanyard Road

MONTHLY STAFF REPORT

DATE:	December 12, 2016
TO:	Rocky Mount Town Council
FROM:	Brian Schofield, Public Works Superintendent
DEPARTMENT:	Public Works Department
MONTH:	November 2016

1. Read meters (5 days)
2. Installed five 5/8" meters
3. Meter repairs: replaced touch pads, trimmed bushes, gasket leaks, and cleanouts
4. Meter cutoffs: 21
5. Clean-up 5 days
6. Swept streets
7. Repaired water line breaks on S. Main Street and Scuffling Hill
8. Flushed sewer lines on 40 West
9. Finished mowing streets, and parks for this year
10. Started daily leaf pickup
11. Winterized parks for winter
12. Hang all Christmas decorations throughout town
13. Providing project management for Vet Park project

MONTHLY STAFF REPORT

DATE:	December 12, 2016
TO:	Rocky Mount Town Council
FROM:	Tim Burton
DEPARTMENT:	Waste Water Treatment Plant
MONTH:	November

Average Daily Flow	.605 MGD
TSS Reduction	99.2 %
BOD Reduction	99.2 %
Leachate (F.C. Landfill)	63,000 gallons
VPDES Violations	None
Sludge (Land filled @ F.C.)	0 Tons
Rain Total 1.6 inches	Snow Total 0 inches

The WWTP had five afterhours alarms.

DEQ has sent the new permit to us. There are no changes in our testing and we were able to keep our reduced testing for another five years as long as we do not receive any violations. All limits stayed the same. We are picking up some additional testing on storm water discharges due to EPA regulations. The Storm Water Pollution Prevention Plan has got to be rewritten within 30 days to pick up all of the new requirements. An Industrial Survey has got to be completed within 90 days. All of this is part of the new permit.

Pump #3 went into seal failure on 11/21/2016 in our main pump station. Pump has been removed and sent for repair at an estimated repair cost of \$1,950.

Influent sampler failed on 11/22/2016. We ordered a new sampler on 11/18/2016 at a cost of \$5,935 and received it on 12/5/2016. This item was already in our budget for this year.

Respectfully Submitted,

Timothy Burton

MONTHLY STAFF REPORT

DATE:	December 12, 2016
TO:	Rocky Mount Town Council
FROM:	Bob Deitrich, Water Plant Superintendent
DEPARTMENT:	Water Department
MONTH:	November 2016

Operation and Production Summary:

The actual water production time (filtering of water) for the entire month averaged 9.6 hours per day which yielded approximately 760,000 gallons of water per day, virtually identical to October. We did drain and fill two water tanks so our actual customer demand is probably slightly lower than last month. Rainfall for the month was almost nonexistent, totaling slightly more than one inch as measured at the water treatment plant.

Total Raw Water Pumped:	24.49 million gallons
Total Drinking Water Produced:	22.84 million gallons
Average Daily Production:	760,000 gallons per day
Ave Percent of Production Capacity:	38%
Flushing of Hydrants/Tanks/FD Use:	658,000 gallons (drained Scuffling Hill Tank)
Plant Process Water:	602,000 gallons (finished water used by the plant)
Bulk Water Sold @ WTP:	None

Testing:

- All routine monthly bacteria samples were free of bacteria. Disinfection byproduct sample results were very good as well keeping us in compliance with EPA regulations. We are however looking to add aeration equipment to the Scuffling Hill Water Tank to further improve our DBP levels during the warm summer months.

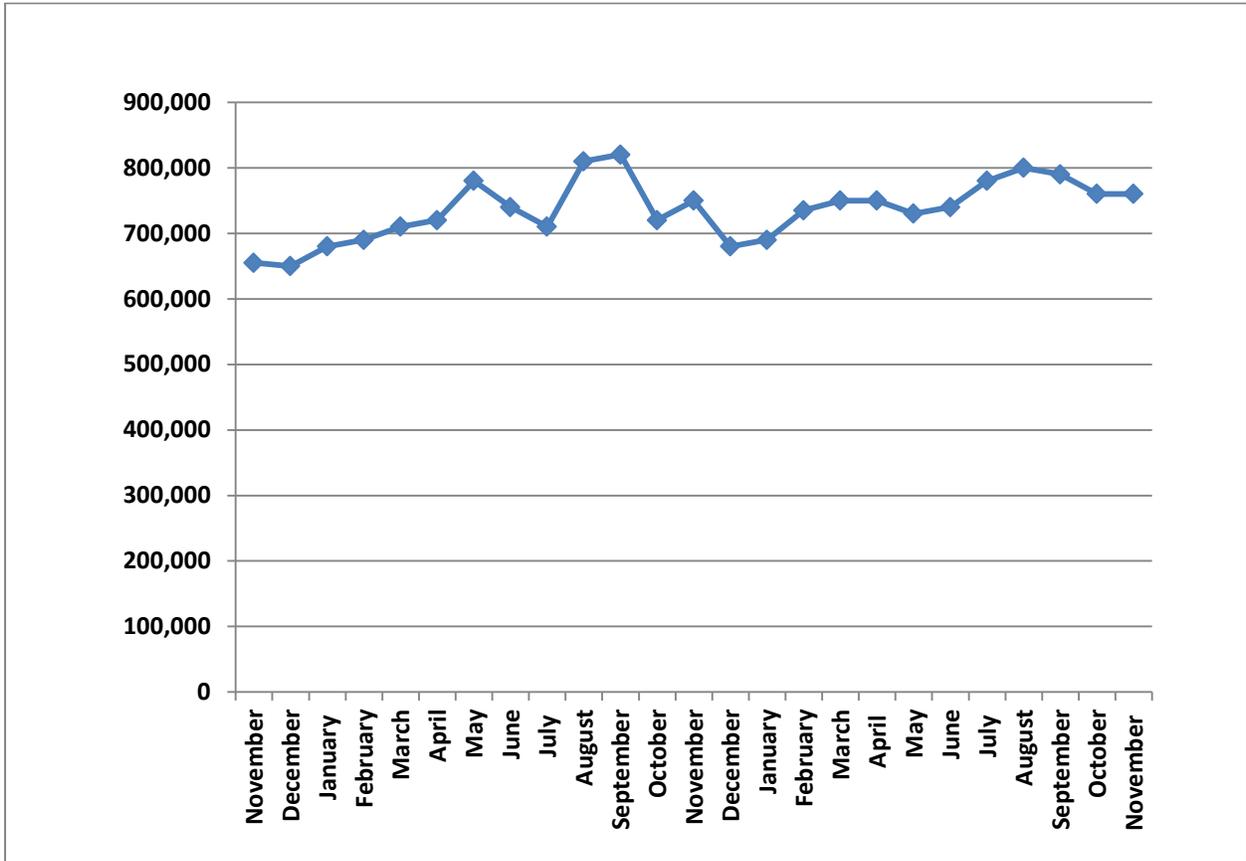
Activities / Maintenance / Improvements

- Bald Knob Tank and Scuffling Hill Tank were both drained and washed. This is routinely done every 2 years to remove any sediment build up and to check for corrosion and structural integrity.
- Staff washed out the water plant mixing basins.
- The raw intake building was drained to remove sand and silt that builds up over time.
- A preconstruction meeting was held for our HVAC project.

Upcoming

- HVAC project to begin construction
- Bleach holding tank replacement

Water Plant Production in Gallons Per Day (November 2014 to November 2016)



ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens Consent Item Old Business New Business
 Committee Report Other

FOR COUNCIL MEETING DATED:	December 12, 2016
----------------------------	-------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	The United States Department of Commerce, Economic Development Administration requires that the Town keep on file and update annually a list of our comprehensive economic development strategies (CEDs) and that this be filed through our local planning district. This has devolved to an annual list of projects that are approved and submitted through the West Piedmont Planning District. Attached is our proposed list for 2017. Projects must be on the CEDs list to apply for federal funding (though in the past decade all of the projects accomplished that were once on the CEDs list have been done with local dollars).
ACTION NEEDED:	Staff asks that Council consider and approve this list of projects (identical to last year's) and authorize the attached letter to be sent by the Town Manager.

Attachment(s):

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
--

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

PRIORITY PROJECTS

July 1, 2016 - June 30, 2017

PROJECT	PRIORITY /TYPE	DESCRIPTION	FUNDING SOURCE	AMOUNT	TOTAL	ENVIRONMENTAL IMPACT	NO. OF JOBS
Franklin County/Rocky Mount Industrial Park-- Franklin Co/Town of Rocky Mount	1/1	Development of industrial sites, water and sewer, site improvements, and rail spur to serve expansion of existing heavy industrial site (This project is ready to bid.)	Local EDA VTC	\$1,200,000 \$600,000 \$600,000	\$2,400,000	NA	300-500
Natural Gas Service Extension--Franklin Co/Town of Rocky Mount	1/3	Complete 12-mile service extension of Roanoke Gas to Franklin County/Rocky Mount Industrial Park to promote industrial development	VTC USDA-RD Local Private	\$3,000,000 \$3,000,000 \$3,000,000 \$3,500,000	\$12,500,000	Positive	300+
Pigg River Heritage Trail-- Town of Rocky Mount and Franklin County	1/1	Development of Heritage Trail for tourism, recreation, and quality of life enhancement in support of economic development	VDOT DCR Local	\$275,000 \$125,000 \$75,000	\$475,000	Positive	NA
Economic Restructuring Via Heritage Tourism Development-- Town of Rocky Mount	1/2	Create supporting structures and events to complement the growing culture and economy surrounding the Harvest Performance Center and the Crooked Road Heritage Museum	Local EDA VTC	\$800,000 \$600,000 \$600,000	\$2,000,000	Positive	10-20
Interconnection with Western VA Regional Water Authority-- Town of Rocky Mount	1/11	Connect the Town of Rocky Mount's water system with the Western VA Regional Water Authority lines via a 1.4-mile extension of the Town's water system	Local EDA	\$500,000 \$1,000,000	\$1,500,000	Positive	300
North Main Street Development--Town of Rocky Mount	2/3	Provide public infrastructure in roads, signals, and public utilities to development sites	VDOT Local CDBG	\$500,000 \$500,000 \$500,000	\$1,500,000	None	250-300
Shell Building- Franklin County/Rocky Mount	2/3	Shell building of 100,000+ SF to attract industry	EDA CDBG Local	\$1,000,000 \$700,000 \$300,000	\$2,000,000	NA	400-600
Route 40 Bypass in Rocky Mount	3/3	Feasibility study for the establishment of a Route 40 bypass in the Town of Rocky Mount	Local VDOT	\$10,000 \$90,000	\$100,000	Positive	unknown
Realignment of Franklin and Pell in Rocky Mount	3/3	Feasibility study and preliminary engineering to realign Franklin and Pell in Rocky Mount	Local VDOT	\$10,000 \$90,000	\$100,000	Positive	unknown
North Main Park Development	2/3	Development of a youth/teen oriented park in the North Main corridor	Local VDCR	\$100,000 300,000	\$400,000	NA	NA
Housing Stock Survey and	3/3	Inventory housing stock in Rocky Mount to determine new	Local	\$300,000	\$1,000,000	NA	NA

Redevelopment

areas for funded housing programs and initiate programs DHCD \$700,000

ABBREVIATIONS:

ARC = Appalachian Regional Commission
CDBG = Community Development Block Grant
CIT = Center for Innovative Technology
CORD = Center on Rural Development
EDA = Economic Development Administration
EPA.STAG = Environmental Protection Agency State
& Tribal Assistance Grant
DCR = Dept of Conservation & Recreation
FAA = Federal Aviation Administration
FHWA = Federal Highway Administration
GO Bonds = General Obligation Bonds
RBEG = Rural Business Enterprise Grant
RD = Rural Development

TBD = to be determined
TEA-21 = VDOT Transportation Enhancement Act Program
for the 21st Century
VDBA = VA Department of Business Assistance
WIA = Workforce Investment Act
VTC = Virginia Tobacco Indemnification and
Community Revitalization Commission
SERCAP = Southeast Rural Community Assistance Project, Inc.
USACE = US Army Corps of Engineers
ISDF = Industrial Site Development Fund (VDHCD)
LWCF = Land & Water Conservation Fund
SWCB = State Water Control Board
WVWA = Western VA Water Authority

USDA-RD = U.S. Dept of Agriculture, Rural Development
USCAIP = US Community Adjustment & Investment Program
VASBI = Virginia Shell Building Initiative
VA-DOA = Virginia Dept of Aviation
VDOT = VA Department of Transportation
VDH = VA Department of Health
VHDA = Virginia Housing Development Authority
VHPF = Virginia Housing Partnership Fund
VRA = Virginia Resources Authority
VTC = Virginia Tobacco Commission
WVP = Virginia Water Projects
WQIP = Water Quality Improvement Funds (VA)
HUD = Housing and Urban Development

.....

TOWN OF ROCKY MOUNT
345 DONALD AVE.
ROCKY MOUNT, VIRGINIA 24151

540.483.7660
FAX: 540.483.8830

E-MAIL: JERVIN@ROCKYMOUNTVA.ORG
WWW.ROCKYMOUNTVA.ORG



TOWN COUNCIL
STEVEN C. ANGLE, *MAYOR*
GREGORY B. WALKER, *VICE MAYOR*

BOBBY M. CUNDIFF BOBBY L. MOYER
MARK H. NEWBILL JON W. SNEAD
BILLIE W. STOCKTON

C. JAMES ERVIN, *Town Manager*
Rebecca H. Dillon, *Executive
Administrative Assistant*

December 12, 2016

Ms. Linda Cruz-Carnall, Regional Director
U.S. Department of Commerce
Economic Development Administration
Philadelphia Regional Office
The Curtis Center
601 Walnut Street, Suite 140 South
Philadelphia, PA 19106-3323

Dear Ms. Cruz-Carnall:

Whereas the local governing body of The Town of Rocky Mount supports the West Piedmont Economic Development District Designation, this is to advise that we have elected to be covered by the Year 2017 Comprehensive Economic Development Strategy for the West Piedmont Planning District in its capacity as an EDA Economic Development District. The projects included in the document's prioritized project list have been endorsed by the local governing body at its meeting on December 12, 2016 for assistance in improving the economy of our area.

On behalf of my community, thank you for the opportunity to participate in the Economic Development Administration's Economic Development District Program.

Sincerely yours,

C. James Ervin
Town Manager

CJE:rhd

cc: Leah Manning, WPPDC

ITEM(S) TO BE CONSIDERED UNDER:

- Hearing of Citizens Consent Item Old Business New Business
 Committee Report Other

FOR COUNCIL MEETING DATED:	December 12, 2016
----------------------------	-------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	Goodwill Industries of the Valleys has for two years had a parade for its employees beginning on North Main Street at the Rocky Mount Bowling Center and ending at the Goodwill facility. This is a chance for the employees to participate in something fun and allow them to feel good about themselves. The parade route is the same as last year and has been reviewed by Lt. Lovern at the Police Department.
ACTION NEEDED:	Approve or deny the parade.

Attachment(s):

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
--

Goodwill Industries of the Valleys



November 15, 2016

Mayor Steven Angle

Rocky Mount Town Council Members

345 Donald Avenue

Rocky Mount, VA 24151

Dear Mayor Angle and Council Members

As you are aware Goodwill Industries serves a very important function in our community by providing programs that empower people to achieve and sustain a level of independence to participate more fully in life functions. Our workers have many of the same desires and dreams that all people in our community share, but not always the means to make their dreams a reality. This is the reason we are asking permission to schedule a modest parade for our workers. This will be our 3rd parade.

We would like to do this at 10:00 a.m. on Thursday, December 15, 2016 with a route beginning on North Main Street at the Rocky Mount Bowling Center and ending at our Goodwill facility.

Thank you for your consideration of our request.

Venessa Rutrough

Goodwill Industries of the Valleys

1045 North Main Street

Rocky Mount, VA 24151

www.goodwillvalleys.com

Roanoke Jobs Campus &
Support Center
2502 Melrose Avenue, NW
P.O. Box 6159
Roanoke, VA 24017
Office: (540) 581.0620
Fax: (540) 581.0629

Madison Heights Jobs Center
174 River James Shopping Center
Madison Heights, VA 24572
Office: (434) 200.9920
Fax: (434) 845.3632

Radford Jobs Campus
103 Duncan Lane
Radford, VA 24141
Office: (540) 639.9027
Fax: (540) 639.3517

Rocky Mount Office
1045 North Main Street
P.O. Box 157
Rocky Mount, VA 24151
Office: (540) 483.0296
Fax: (540) 483.0297

Staunton Jobs Campus
1106-C Greenville Avenue
Staunton, VA 24401
Office: (540) 886.2001
Fax: (540) 886.7112

