

**A CABLE FRANCHISE AGREEMENT
BETWEEN HENRICO COUNTY
AND COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**



May 14, 2006

CABLE FRANCHISE AGREEMENT
HENRICO COUNTY – COMCAST

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**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN HENRICO COUNTY
AND COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement") is entered into by and between Henrico County ("County"), a political subdivision of the Commonwealth of Virginia, and Comcast of Massachusetts/Virginia, Inc., a Virginia corporation ("Franchisee").

WHEREAS, the County is authorized to grant, renew and deny franchises for the installation, operation and maintenance of cable systems and otherwise regulate cable television within the County's boundaries by virtue of federal and state statutes, by the County's police powers, by its authority over its Public Rights-of-Way and by other County powers and authority; and

WHEREAS, the Franchisee is currently maintaining and operating a Cable System in the County pursuant to County Ordinance 788 granting Continental Cablevision of Virginia, Inc., the Franchisee's predecessor in interest, the right and privilege to construct, operate and maintain a Cable System in the County (the "Prior Franchise"); and

WHEREAS, the Franchisee has asked the County to renew the Prior Franchise; and

WHEREAS, the construction, installation, maintenance and operation of such a System involves the occupation of and placement of private commercial facilities in the Public Rights-of-Way within the County; and

WHEREAS, the County has reviewed the Franchisee's performance under the Prior Franchise and the quality of service during the Prior Franchise term, has identified the future cable-related needs and interests of the County and its citizens, has considered the financial, technical and legal qualifications of the Franchisee, and has determined whether the Franchisee's

plans for constructing, operating and maintaining its Cable System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, the County has relied on the Franchisee's representations and has considered the information that the Franchisee has presented to it; and

WHEREAS, based on the Franchisee's representations and information, and in response to its request for renewal, the Board of Supervisors has determined that, subject to the provisions of the Cable Ordinance, and the terms and conditions set forth herein, the grant of a new nonexclusive franchise to the Franchisee, to supersede the Prior Franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the County and the Franchisee have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the County's grant of a new franchise to the Franchisee; the Franchisee's promise to provide Cable Service to residents of the County pursuant to and consistent with the Cable Ordinance, its Franchise, and the terms and conditions set forth herein; and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS.

As used in this Franchise Agreement, a word shall have the meaning set forth in Chapter 7 of the Code of the County of Henrico, entitled "Cable Communications" (the "Cable Ordinance"), unless it is apparent from the context that it has a different meaning or unless such

word is specifically defined herein.

(a) *Access, PEG Access, and PEG Use:* the availability of capacity on a cable system for public, education or government use (including institutional network use) by various agencies, institutions, organizations, groups, and individuals, including the county and its designated access providers, to acquire, create, and distribute programming not under a Franchisee's editorial control.

(b) *Affiliate:* in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(c) *Cable Operator:* any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

(d) *Cable Ordinance or Ordinance:* Chapter 7 of the Henrico County Code, "Cable Communications," as it may be amended from time to time.

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

(f) *Cable System or System:* any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to multiple Subscribers within the County, except that such definition shall not include:

- (1) A system that serves fewer than 20 Subscribers;
- (2) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (3) A facility that serves only Subscribers without using any Public Right-of-Way;
- (4) A facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC 201 *et seq.*, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (5) Any facilities of any electric utility used solely for operating its electric systems; or
- (6) Any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or
- (7) An open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

(g) *Converter*: an interface device which may be furnished to Subscribers in order that nonstandard television channels carried on a Cable System may be received on a conventional home television receiver or to prevent interference from strong broadcast signals. The device may be used on top of the television set ("set-top"), attached to the back of the television set or installed at a remote location.

(h) *Fair Market Value*: the price that a willing buyer would pay to a willing seller for a going concern based on the system valuation and sale multiples prevailing in the industry at the

time at which the Board of Supervisors elects to exercise its option, but with no value allocated to the Franchise itself.

(i) *Federal Communications Commission and FCC:* that federal agency as presently constituted by the Communications Act of 1934 (47 USC 201 et seq.), as amended, or any successor agency.

(j) *Franchise:* The franchise granted pursuant to this Agreement.

(k) *Franchise Agreement or Agreement:* This contract and any amendments, exhibits or appendices hereto.

(l) *Franchise Area:* The entire present territorial limits of the County and any area annexed thereto during the term of the Franchise.

(m) *Franchisee:* Comcast of Massachusetts/Virginia, Inc., a Virginia corporation.

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

business, when the reseller is required to pay or collect Franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any Affiliate or any other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service; and (viii) revenue derived from services classified as Noncable Service under federal law, including, without limitation, revenue derived from telecommunications services and information services, and any other revenues attributed by the Franchisee to Noncable Service in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

(o) *Noncable Service*: All service offered over a Cable System other than Cable Service.

(p) *PEG*: public, educational, and governmental.

(q) *Public Rights-of-Way*: the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, or drive, including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the County which shall entitle the County and the Franchisee to the use thereof for the purpose of installing and maintaining the Franchisee's Cable System.

(r) *Prior Franchise*: The right and privilege to construct, operate and maintain a Cable System in the County pursuant to the agreement made and entered into as of November 14, 1990, by and between the County of Henrico and Continental Cablevision of Virginia, Inc.

(s) *School*: any school operated by the school board of the County.

(t) *Subscriber*: the County or any Person who is lawfully receiving, for any purpose or reason, any service via the Franchisee's Cable System, whether or not a fee is paid for such service.

(u) *Transfer*: any transaction in which (i) an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Franchisee is transferred; or (ii) the rights and obligations held by the Franchisee under the cable Franchise are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the cable Franchise shall not include (a) transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; (b) transfer of an interest in the cable Franchise or the rights held by the Franchisee under the cable Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; (c) any action that is the result of a merger of the parent of the Franchisee; (d) any action that is the result of a merger of another Affiliate of the Franchisee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Franchisee in the cable Franchise or the System used to provide cable in order to secure indebtedness.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

(a) *Grant of Authority*: Upon passage by the Board of Supervisors of an ordinance granting a franchise to the Franchisee, the Franchisee will be granted a franchise subject to the terms and conditions of this Franchise Agreement, and subject to the Cable Ordinance and all other applicable law. The Franchise will be for the period specified in Section 2(c) below, during which time the Franchisee will receive the right and obligation to construct, reconstruct, operate and maintain a Cable System within the Public Rights-of-Way in those areas of the County specified in Section 2(b) to provide Cable Service. This Franchise Agreement neither authorizes the Franchisee to use the Public Rights-of-Way for purposes of providing any service other than Cable Service, nor prohibits the Franchisee from doing so. The Franchisee's authority

to provide Noncable Service shall be subject to applicable law. No privilege or power of eminent domain is bestowed by this grant, nor by this Agreement.

(b) Area Served

(1) The Franchise is for the Franchise Area, as that term is defined herein.

(2) The Franchisee shall build its System so that it is able to provide service to all areas located within the County limits as they existed on the effective date of this Agreement. It must build the System so that it can extend service to the County and all persons in the County, including residents located in areas which may be annexed in the future, in accordance with the provisions of this Agreement, unless this requirement is waived in writing by the County.

(c) Term: The Franchise shall extend for a term of seven (7) years, commencing on the date accepted below by the Franchisee, unless the Franchise is earlier revoked as provided herein or in the Cable Ordinance.

(d) Grant Not Exclusive: The Franchise and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive, and the County reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time, with or without a franchise.

(e) Compliance With Applicable Law: The Franchisee shall comply with the Cable Ordinance and all other applicable law. This Franchise Agreement is subject to and shall be governed by all terms, conditions and provisions of the Cable Ordinance and any amendments thereto, in addition to the terms, conditions and provisions set forth herein. In the event of conflict or ambiguity between the Cable Ordinance (and any amendments thereto) and this Franchise Agreement, the Franchise Agreement, unless preempted by federal law or regulation, shall control.

(f) *Franchise Agreement Subject to Exercise of Police Powers:* All rights and privileges granted herein are subject to the police powers of the County and its rights under applicable laws and regulations to exercise its governmental powers to their full extent.

(g) *Approval and Effective Date:* This Franchise Agreement shall become effective once it has been (i) approved by the Board of Supervisors and (ii) executed by the County and the Franchisee.

(h) *Effect of Acceptance:* By accepting the Franchise and executing this Franchise Agreement, the Franchisee:

(1) accepts and agrees to comply with each provision of the Cable Ordinance and this Agreement, and all applicable federal, state, and local laws and regulations;

(2) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law; that no provision, condition or term of the Franchise, the Ordinance or this Franchise Agreement at the time of the acceptance of the Franchise was unlawful, unreasonable or arbitrary, void or unenforceable.

(i) *Claims Related to Prior Franchise*

As of the effective date of the Franchise, the Prior Franchise shall be of no further force and effect, and as of that date, the Franchisee surrenders any rights it had thereunder. The Franchisee shall remain liable for payments of all Franchise fees owed under the Prior Franchise, and the grant of the Franchise shall have no effect on the Franchisee's duty under the Prior Franchise to indemnify or insure the County against acts and omissions occurring during the period that the Prior Franchise was in effect. The Franchisee shall remain liable for all losses or damages resulting from any failure to construct, install or maintain its Cable System properly, and shall be obligated to correct any such failures.

(j) No Waiver

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

(2) No waiver by the County of any breach or violation of any provision of this Agreement or the Ordinance shall be deemed to be a waiver or a continuing waiver by the County of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the County hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the County, including without limitation the right of eminent domain.

(k) No Recourse: Without limiting such immunities as the County or other Persons may have under applicable law, the Franchisee shall have no monetary recourse against the County or its officials, boards, commissions, agents or employees for any loss, costs, expense or damage arising out of (i) the construction, operation or repair of its Cable System; or (ii) the acts or omissions of the County or any other entity using the Public Rights-of-Way or other property under the County's control, except acts and omissions of the County that involve gross negligence or intentional or criminal misconduct by the County.

3. TRANSFERS

The Franchisee shall comply with all requirements of the Ordinance and applicable law regarding transfers.

4. PROVISION OF CABLE SERVICE

(a) *Availability of Cable Service:* The Franchisee shall be required to make Cable Service available to no less than 80% of the residential dwelling units in the Franchise Area; provided however, that it shall not reduce the geographic area in which it actually provides Cable Service as of the effective date of this Agreement.

(b) *Extension of Service*

(1) The Franchisee shall not be required to make Cable Service available: (a) for periods of *force majeure*; (b) for periods of delay caused by the County; (c) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the service area; (d) in areas where developments or buildings are subject to claimed exclusive arrangements; (e) in developments or buildings that the Franchisee cannot access under industry standard terms and conditions after good faith negotiation; (f) in developments or buildings that the Franchisee is unable to provide Cable Service for technical reasons or that require facilities that are not available or cannot be deployed on a commercially reasonable basis; (g) in areas where it is not technically feasible to provide Cable Service due to the technology used by the Franchisee to provide Cable Service; (h) in areas where the average occupied residential household density is less than 30 occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the Franchisee's active cable system; and (i) when the Franchisee's prior service, payment, or theft of service history with a Subscriber or potential Subscriber has been unfavorable.

(2) Should, through new construction, an area within the Franchisee's Service Area meet the density requirement, the Franchisee shall, subject to the exclusions in this Section 4(b), provide Cable Service to such area within six months of receiving notice from the County that the density requirements have been met.

(c) *Continuity of Service*

(1) At the County's request, the Franchisee shall operate its System for a temporary period (the "Transition Period") following the termination, sale, or Transfer of its Franchise as necessary to maintain service to Subscribers, and shall cooperate with the County to assure an orderly transition from it to another franchisee. The Transition Period shall be no longer than the reasonable period required to ensure that Cable Service will be available to Subscribers, and shall not be longer than thirty-six (36) months, unless extended by the County for good cause. During the Transition Period, the Franchisee will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.

(2) If the Franchisee abandons its System during the Franchise term, or fails to operate its System in accordance with the terms of this Agreement during any Transition Period, the County, at its option, may operate the System, designate another entity to operate the System temporarily until the Franchisee restores service under conditions acceptable to the County or until the Franchise is revoked and a new franchisee selected by the County is providing service, or obtain an injunction requiring the Franchisee to continue operations. If the County is required to operate or designate another entity to operate the Cable System, the Franchisee shall reimburse the County or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Cable System.

(3) The Franchisee shall be deemed to have abandoned its System if the Franchisee fails to provide Cable Service in accordance with its Franchise over any substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the County authorizes a longer interruption of service or the failure is due to *force majeure* as characterized herein, or the Franchisee, for any period, willfully and without cause refuses to provide Cable Service in

accordance with its Franchise over a substantial portion of the Franchise Area. Such abandonment shall be cause for revocation of the Franchise.

5. CONSTRUCTION AND MAINTENANCE

(a) System Tests and Inspections

(1) The Franchisee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise and other performance standards established by law or regulation, and to ensure that the System components are operating as expected.

(2) The Franchisee shall conduct tests upon the County's request to ensure that its Cable System is functioning in compliance with applicable laws and regulations, and make the results of such tests available to the County to verify such compliance. If any such test indicates that any part or component of the System fails to meet applicable requirements, the Franchisee, without requirement of additional notice or request from County, shall take corrective action, retest the locations and advise the County of the action taken and results achieved.

(3) The County may conduct inspections of construction areas and Subscriber installations, including but not limited to inspections to assess compliance with the Franchisee's construction and installation requirements, this Agreement and applicable law generally. Inspection does not relieve the Franchisee of its obligation to build in compliance with all provisions of the Franchise.

(4) Specific testing and inspection requirements in this Agreement, including but not limited to those of Sections 5(a)(1) through 5(a)(3), shall not be read to preclude the County from exercising its general rights to inspect and require information.

(b) *Publicizing Proposed Construction Work:* The Franchisee shall notify the public prior to commencing any proposed construction that will significantly disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally. The Franchisee shall publicize proposed construction work at least one (1) week prior to commencement of that work by causing written notice of such construction work to be delivered to the Permit Center and the Director of General Services and by notifying those Persons most likely to be affected by the work in at least two (2) of the following ways: by telephone, in person, by mail, by distribution of flyers to residences, or by publication in local newspapers.

6. **SYSTEM FACILITIES, EQUIPMENT AND SERVICES**

(a) *System Characteristics:* The Franchisee's Cable System shall, at all times during the Franchise term, meet or exceed the following requirements:

(1) The System shall ensure that each part of the System's distribution network is capable of operating for not less than three hours according to manufacturer's reasonable specifications, in view of local conditions, in the event of an electrical outage. The Franchisee shall use equipment that will (A) cut in automatically on failure of commercial utility AC power, (B) revert automatically to AC power when such power is restored, (C) prevent the standby power source from powering a "dead" utility line, and (D) alert the Franchisee's staff when the backup power supply cuts in. The obligation to provide such backup power supplies shall apply to the Franchisee's headend, each fiber optic node, and any other location(s) within the System necessary to maintain service to Subscribers who have power for not less than three hours in the event of an electrical outage affecting the System.

(2) The System shall function so that a signal received at the headend in color may be received by a Subscriber in color and a stereo signal in stereo, without substantial alteration or deterioration in those respects.

(3) The Franchisee shall comply with all applicable laws and regulations concerning System compatibility with Subscribers' television receivers and/or electronic recording devices.

(4) The Franchisee shall comply with all FCC regulations regarding scrambling or other encryption of signals.

(5) The System shall function so that there is no significant deterioration in the quality of PEG Access signals or leased Access signals, either upstream or downstream, as compared with any other channel on the System.

(6) The Franchisee's System shall function so that each Subscriber has the opportunity to use equipment that allows the Subscriber to view a program on one channel while recording a program on another channel.

(7) The Franchisee shall ensure that means are available to enable Subscribers to block out audio and video on any undesired channels on the System.

(8) The System shall function so that any Subscriber can limit access to pay-per-view programming by ensuring that pay-per-view programming can only be activated by the positive action of the Subscriber using, for example, a private identification number or other individual selection procedure.

(9) All programming delivered to the Franchisee with closed captions shall be retransmitted by the System with the closed-caption signal included.

(10) The Franchisee shall work cooperatively with any services that allow hearing-impaired Subscribers to contact the Franchisee by telephone.

(11) System capabilities:

(A) The System shall have a minimum bandwidth of 750 MHz on all components available downstream to all Subscribers.

(B) The System shall utilize a fiber-optic wire trunk and distribution design (“fiber-to-the-neighborhood”) and at no place in the System shall more than 2,000 residences, businesses and other structures be served by any single fiber node.

(12) The System shall provide two-way capability.

(b) *Technical Standards:* The Cable System shall meet or exceed the technical standards set forth in 47 C.F.R. § 76.601 and any other applicable technical standards.

(c) *Leased Access Channels:* The Franchisee shall provide leased access channels as required by federal law.

(d) *Emergency Alert System*

(1) The Franchisee shall install and maintain for use by the County an Emergency Alert System (“EAS”) meeting all applicable requirements of federal law.

(2) In the event of an emergency situation that requires notification to Henrico County citizens, in addition to other methods of notification, the County, in accordance with established Emergency Alert System (EAS) procedures, will notify the Franchisee of the emergency and present it with an emergency message. The Franchisee shall broadcast the emergency message on all analog and digital channels except for those off-air channels with which the Franchisee has agreed not to override during an emergency message. The emergency

message will advise the citizens of the emergency and direct them to turn to HCTV for further information.

(e) *Uses of System:* The Franchisee shall advise the County of all types of service provided by means of the System, such as (without limitation) Cable Service, telephone service, and Internet access, within thirty days after commercial deployment of such services, and the County shall have the right to verify such usage.

(f) *Use of Poles and Conduits:* The County shall have the right to install and maintain without charge its own equipment upon the Franchisee's poles and conduits in such locations and for such time periods as space is available, upon the conditions that (1) the County's equipment shall not interfere with the operations of the Franchisee, and (2) the County's use shall not be for a competitive commercial purpose.

(g) *Home Wiring*

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

(2) The Franchisee will provide Subscribers with a notification upon commencement of service, and annually thereafter, advising them of their rights relating to home wiring. Such notice will advise Subscribers that they may either (i) remove, replace, rearrange or maintain the home wiring themselves, (ii) select a qualified third party contractor, or (iii) request that the Franchisee provide such service at standard hourly installation rates, plus materials at actual cost plus a reasonable rate of return.

(3) Such notice will inform Subscribers that if any home wiring is improperly installed or rearranged by anyone other than the Franchisee, and any harmful or improper signal leakage occurs as a result, the Subscriber may be held responsible for the actual cost of rectifying the problem. Pursuant to FCC rules, the Franchisee recognizes that it is required to terminate service to any location where signal leakage problems are not corrected.

(A) Subscribers will be encouraged to use high quality home wiring materials to avoid signal leakage and to maintain signal quality. The Franchisee will offer to supply such materials to subscribers at actual cost plus a reasonable rate of return.

(h) *Subscriber Surveys:* The Franchisee shall conduct surveys of its Subscribers' interests and preferences at its discretion.

(i) *Compliance Survey*

(1) To aid in enforcing the terms of the Franchise, the Franchisee, upon request by the County no more than once a year, shall conduct a System compliance and technical survey.

(2) The cost of this survey shall be shared 50% by the Franchisee and 50% by the County.

(3) This survey shall include:

(A) signal tests at a variety of test locations selected and observed by the County;

(B) a review of the Franchisee's operating procedures and performance over the preceding year, including trouble call summaries, Subscriber complaints received by the County and the Franchisee, and telephone access statistics; and

(C) an investigation and review of the Franchisee's overall compliance with the terms and conditions of this Franchise Agreement and the Cable Ordinance.

(4) The Franchisee shall cooperate fully with the County in carrying out this survey.

(5) The County shall have the right to have independent consultants employed by the County participate in this survey.

7. **CHANNELS AND FACILITIES FOR PUBLIC, EDUCATIONAL AND GOVERNMENTAL USE**

(a) *Access Channels and Programming*

(1) The Franchisee shall make available to all Subscribers on the System at least five (5) video channels for public, educational and governmental use.

(2) Additional PEG Channels

(A) In addition to the channels specified in subsection 7(a)(1), the County may require the Franchisee to make available a total of two additional video channels for public, educational, or governmental Access programming when the following conditions are met: cablecasts of qualified programming exceed seventy (70) hours during a period lasting sixteen (16) consecutive weeks for any of the existing channels.

(B) For purposes of this section 7(a)(2), "qualified programming" includes any material carried on an Access channel that is

reasonably related to the purpose of that Access channel, except that:

(i) "Bulletin board" material shall not count as qualified programming where the same text (or video and text) screen is sent simultaneously to all System Subscribers. The term "qualified programming" shall include bulletin board material, however, if such bulletin board material consists of multiple and different text (or video and text) screens transmitted to different Subscribers simultaneously or where the content of the bulletin board can be selected by a viewer, even if the resulting message is then available to all viewers of the channel.

(ii) Repeat programs shall count as qualified programming only for the first four (4) times they are shown during the test hours over the measurement period.

(C) Each additional channel shall be provided by the Franchisee within ninety (90) days after a written request from the County.

(D) Programming for each such additional channel shall be determined in the same manner as for the corresponding initial Access channel.

(3) The Franchisee will provide any Access channels on the basic tier throughout the life of the Franchise, or if there is no basic tier, shall provide the Access channels as part of the service provided to any Subscriber, at no additional charge, and so that the

channels are viewable by the Subscriber without the need for equipment other than the equipment that is required by every Subscriber to view any programming. If channels are selected through a menu system, the Access channels shall be displayed as prominently as commercial programming choices offered by the Franchisee.

(4) In the event that any Access channel is reassigned, the Franchisee shall provide the County with at least ninety days' notice before reassigning the channel, and shall pay the reasonable costs of any advertising and promotional materials required due to the reassignment.

(5) In the event the Franchisee makes any change in the Cable System and related equipment that would have a material adverse impact on the transmission or signal quality of Access programming, the Franchisee shall at its own expense take all necessary steps to ensure that such quality is maintained at no less than the previous level.

(6) The County agrees that its designated Public, Educational and Governmental Access channels and other facilities are not to be used for any for-profit, commercial purposes by the County or third parties and that the use of Educational and Governmental channels shall be for programming related to educational or governmental purposes. Use of Educational and Governmental Access channels and other facilities by County enterprise funds and agencies is not "for profit" or "commercial" solely because the enterprise or agency has more revenues than expenses, or because the activity in which it is engaged is provided on a for-profit basis by private entities in other communities or the County. Nothing prevents the County from authorizing charges to users or viewers to pay for such non-commercial services such as fees for video class instruction or charges to recover the cost of special use equipment, or as they may be required to charge under applicable law.

(7) The Franchisee shall include the detailed program schedule for the educational and governmental Access channels in its on-screen and online listings, provided that the County or other Access channel manager makes available such detailed program schedule to the entity or entities that produce such listings for the Franchisee in accordance with each such entity's normal format and lead time requirements.

(b) Return Feed From Facilities

(1) The Franchisee shall replace its upstream coaxial cable feeds with fiber optic links to the headend from the following four (4) Access origination facilities:

- (A) The County Government Center
- (B) The County's Eastern Government Center
- (C) Henrico High School
- (D) Varina High School

One feed will be replaced during 2006 and the remaining feeds in 2007.

(2) For the fiber optic links from the sites specified in Section 7(b)(1), the Franchisee shall provide, install, and maintain all equipment for transmission, amplification, conversion, receiving, and headend processing of signals to be used for public, educational, and governmental purposes on the System.

(c) Editorial Control: Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the designated Public, Educational and Governmental Access channels (except for such programming as the Franchisee may produce and cablecast on such channels).

(d) Cable Service to Certain Facilities

(1) Upon the request of the County, and subject to the conditions in this Section 7(d), the Franchisee shall provide to certain municipal and public school facilities one

free connection to the Cable System, free basic Cable Service, any equipment necessary for the County's terminal equipment to receive such service, and free maintenance of external drops. At its sole discretion, the Franchisee may also provide higher levels of service to such facilities free of charge.

(2) The Franchisee shall provide the facilities and service specified in Section 7(d)(1) to all buildings owned and/or used by the County during the term of the Franchise for municipal purposes and all public schools.

(3) The Franchisee shall be required to serve a site specified in Section 7(d)(2) if activated trunk or distribution cable passes the facility in question and the Franchisee is able to secure all necessary easements and rights-of-way for the service drop required to extend service to such facility.

(4) The facilities and equipment required under this Section 7(d) shall be installed within sixty (60) days of the County's request.

(5) The Franchisee shall be required to make one (1) standard installation at one (1) point reasonably convenient to use at each site specified in Section 7(d)(2) and shall not be required to wire the entire facility or to provide more than one (1) outlet at no cost. However, the Franchisee shall deliver its signal at a level of at least 15 dBmV, so that it can be redistributed within the building by the County. In the event the Franchisee converts the delivery of cable programming to an all-digital format, and in order to facilitate continued reception of cable programming at County facilities, the Franchisee shall at that time provide digital converter units to County government buildings and County public schools, as required under Section 7(d)(2), as follows: six (6) digital converters for each elementary school, nine (9) digital converters for each middle school, fifteen (15) digital converters for each high school and tech

center, and digital converters for County buildings as specified in Exhibit 1. Digital converters shall have a baseband output and should, if at all possible, be of the rack mount type. If the Franchisee converts the delivery of cable programming to an all-digital format and another technology is available at that time that would allow reception of digital signals at multiple locations within County facilities without the need for converters, the Franchisee may deploy such technology in lieu of providing the County with digital converters.

(6) At the County's request, the Franchisee shall provide additional service drops and outlets to sites specified in Section 7(d)(2) at the Franchisee's actual incremental cost for installation, without monthly charges.

(7) The Franchisee may at its discretion make the installation subject to the County's payment of the Franchisee's actual incremental costs for an installation to such a facility where the drop exceeds one hundred fifty (150) feet in length.

(e) *Costs and Payments Not Franchise Fees:* The parties agree that any costs to the Franchisee associated with the provision of support for PEG Access pursuant to this Agreement, and any payments made to the County pursuant to Sections 6 and 7 of this Agreement, do not constitute and are not part of a Franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

8. FRANCHISE FEE

(a) *Payment to County:* Each year during the Franchise term, as part of the compensation due to the County for use of the Public Rights-of-Way pursuant to this Agreement, the Franchisee shall pay to the County, on a quarterly basis, a Franchise fee of five percent (5%) of Gross Revenue. Such payments shall be made no later than thirty days following the end of each calendar quarter.

(b) *Supporting Information:* Each Franchise fee payment shall be submitted with supporting detail, certified by the Franchisee as correct. The County shall have the right to require further supporting information.

(c) *Late Payments:* In the event any Franchise fee payment or recomputation amount is not made on or before the required date, the Franchisee shall pay liquidated damages as specified in Section 10(c)(1) for failure to render payments, plus interest charges computed from such due date, at an annual rate equal to the commercial prime interest rate of the County's primary depository bank during the period such unpaid amount is owed, in addition to the Franchise fee amount originally owed.

(d) *Audit*

(1) The County shall have the right to inspect and copy records and the rights to audit and to recompute any amounts determined to be payable under this Agreement, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's operation in the County, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf.

(2) The Franchisee shall be responsible for providing to the County all records necessary to confirm the accurate payment of Franchise fees, without regard to by whom they are held. The Franchisee shall maintain such records for the term of its Franchise Agreement, and any renewals or extensions thereof.

(3) The County's audit expenses shall be borne by the County unless the audit discloses an underpayment equal to more than five percent (5%) of the amount due, in which case the costs of the audit shall be borne by the Franchisee as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the County as a result of the audit shall be paid within thirty (30) days following written notice to the Franchisee by the County of the

underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the County, such amount shall be subject to interest as specified in Section 8(c).

(e) No Limitation on Taxing Authority

(1) Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability. By way of illustration and not limitation, to the extent permitted by applicable law, the County may impose a tax, fee, or other assessment on any Person (other than the Franchisee) with respect to Cable Service or other communications service provided by such Person over a Cable System for which charges are assessed to Subscribers but not received by the Franchisee.

(2) The Franchise fee payments required by this section shall be in addition to any and all taxes, fees or charges which the Franchisee shall be required to pay to the County or to any state or federal agency or authority, except to the extent that such taxes, fees or charges must be considered Franchise fees pursuant to 47 U.S.C. § 542(g).

9. INSURANCE, SURETY, AND INDEMNIFICATION

(a) Insurance Required

(1) The Franchisee shall maintain at all times liability insurance as required by the Cable Ordinance.

(2) The Franchisee's insurance shall include contractual liability insurance applicable to the Franchisee's obligations under Section 9(c) below (indemnification).

(b) Policies Available for Review: All insurance policies shall be available for review by the County, and the Franchisee shall keep on file with the County certificates of insurance.

(c) *Indemnification:* The Franchisee shall defend, indemnify and save harmless the County, its officers, boards, commissions, agents and employees pursuant to the Cable Ordinance.

(d) *No Limit of Liability:* Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of the Franchisee for damages under the Franchise.

10. **PERFORMANCE GUARANTEES AND REMEDIES**

(a) *Letter of Credit*

(1) The Franchisee shall obtain and maintain during the entire term of the Franchise, and any renewal or extensions thereof, an irrevocable letter of credit from a financial institution licensed to do business in Virginia in the amount of fifty thousand dollars (\$50,000), to ensure the Franchisee's faithful performance of its obligations.

(2) The Franchisee shall obtain the reasonable approval of the County for the language of the letter of credit before it is obtained. The Franchisee shall file with the County a complete copy of the letter of credit (including all terms and conditions applying to the bond or to draws upon it) prior to its effective date, and keep such copy current with respect to any changes over the life of the Franchise.

(3) The letter of credit shall not contain language requiring that in the event of any default a notice to the surety must be given within a specified period of time.

(4) The letter of credit shall contain language ensuring that it cannot be canceled, or allowed to lapse, until sixty (60) days after receipt by the County, by certified mail, return receipt requested, of a written notice from the issuer of intent to cancel or not to renew.

(5) No later than thirty (30) days after mailing of notification to the Franchisee by certified mail, return receipt requested, of a withdrawal from the letter of credit, the Franchisee shall restore the letter of credit to the total amount specified herein.

(b) *Remedies:* In addition to any other remedies available at law or equity, the County may apply any one or a combination of the following remedies in the event the Franchisee violates the Cable Ordinance, this Franchise Agreement, or applicable state or federal law:

(1) Apply any remedy provided for in this Agreement.

(2) Revoke the Franchise pursuant to the procedures specified in this Agreement.

(3) Impose penalties available under the Cable Ordinance or other applicable state and local laws for violation of County ordinances.

(4) In addition to or instead of any other remedy, seek legal or equitable relief from any court of competent jurisdiction.

(5) Any action, proceeding or exercise of a right by the County under this section does not constitute an election of remedies or a waiver of any other right the County may have, including the right to seek specific performance of a Franchise obligation, except that the County's election of liquidated damages shall take the place of any right to obtain actual damages over and above the payment of any amounts otherwise due.

(c) *Liquidated Damages*

(1) Because the Franchisee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the County, and because it is and will be impracticable to determine the actual amount of such damage in the event of delay or

nonperformance, the County and the Franchisee agree to the following liquidated damages for the following violations of the Franchise and of this Agreement.

| <u>Breach</u> | <u>Liquidated Damages</u> |
|--|---|
| (A) Failure to comply with PEG Access requirements | \$400 for each violation for each day the violation continues, in addition to any monetary payment due. |
| (B) Failure to render Franchise Fee payments due to the County | Three-tenths of one percent (0.3%) of the unpaid amount for each day the violation continues, in addition to any monetary payment due. |
| (C) Violation of consumer protection standards | \$400 for each violation for each day the violation continues, in addition to any monetary payment due, except where compliance is measured quarterly, in which case damages shall be as specified in Section 10(c)(2). |
| (D) Failure to supply information, reports, or filings lawfully required | \$400 for each violation for each day the violation continues. |

(2) For consumer protection standards with which compliance is measured on a quarterly basis, liquidated damages shall be assessed as follows:

- (A) Quarterly measuring periods shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
- (B) If the Franchisee does not meet the prescribed standard in a given quarterly measuring period, the Franchisee shall be liable for liquidated damages in the following amounts: \$1,000 for each quarter in which such standards were not met if the failure was by less than 5%; \$2,000 for each quarter in which such standards were

not met if the failure was by 5% or more but less than 15%; and \$4,000 for each quarter in which such standards were not met if the failure was by 15% or more.

(3) Payment by the Franchisee of liquidated damages shall be due thirty (30) days after the date of the County's notice assessing such damages pursuant to the Cable Ordinance. If the Franchisee does not make payment within that period, the County may withdraw from the Franchisee's letter of credit the amount assessed, pursuant to the procedures set forth in the Cable Ordinance.

(d) Revocation or Termination of Franchise

(1) Upon completion of the term of the Franchise, if a new, extended, or renewed Franchise is not granted to the Franchisee by the County, the Franchisee's right to occupy the Public Rights-of-Way shall terminate, subject to applicable federal law.

(2) The County shall have the right to revoke the Franchise for any material breach of this Agreement or material violation of the Cable Ordinance.

(3) To revoke the Franchise pursuant to Section 10(d)(2), the County shall give the Franchisee written notice of the default in its performance. If within thirty (30) calendar days following such written notice from the County to the Franchisee, or such other period as the Franchise Agreement shall require or the Franchisee and the County shall agree, the Franchisee has not taken corrective action to the satisfaction of the County, the County may give written notice to the Franchisee of its intent to revoke the Franchise, stating its reasons; provided that no opportunity to cure shall be provided where the Franchisee is shown to have defrauded or attempted to defraud the County or its Subscribers.

(4) Prior to revoking the Franchise, the County shall hold a public hearing, on thirty (30) calendar days' notice, at which time the Franchisee and the public shall be given an

opportunity to be heard. Following the public hearing, the County may determine whether to revoke the Franchise based on the information presented at the hearing, and other information of record, or, where applicable, grant additional time to the Franchisee to effect any cure. If the County determines to revoke the Franchise, it shall issue a written decision setting forth the reasons for its decision. A copy of such decision shall be transmitted to the Franchisee.

(5) If the County revokes the Franchise, or if for any other reason the Franchise terminates, the following procedures and rights are effective:

- (A) The County may require the former Franchisee to remove its facilities and equipment at the former Franchisee's expense and restore affected sites as required in the Cable Ordinance, or permit the former Franchisee to abandon such facilities in place, unless the Franchisee sells its facilities and equipment to an entity that is granted a franchise by the County. If the former Franchisee fails to remove its facilities within a reasonable period of time, the County may have the removal done at the former Franchisee's and/or surety's expense.
- (B) The County may require the former Franchisee to continue operating the Cable System as specified in Section 4(c).
- (C) In the event of revocation, the County, by resolution, may acquire ownership of the Cable System at its then-fair market value.
- (D) If a Cable System is abandoned by the Franchisee, the ownership of all portions of the Cable System in Public Rights-of-Way shall

revert to the County and the County may sell, assign, or Transfer all or part of the assets of the System.

(e) *Rights Cumulative:* The rights reserved to the County herein are in addition to all other rights of the County, whether reserved herein or authorized by applicable law. No action, proceeding, or exercise of a right with respect to the letter of credit will affect any other right the County may have. Neither the letter of credit, nor the receipt of any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Franchisee or limit the liability of the Franchisee under the terms of its Franchise for damages, either to the full amount of the letter of credit or otherwise.

11. **MISCELLANEOUS PROVISIONS**

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

(b) *Severability*

(1) If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the County and shall thereafter be binding on the Franchisee and the County.

(2) If the Franchisee believes that the terms of the Franchise or any County law or regulation conflict with any state or federal law or regulation, the Franchisee shall notify the County Manager immediately upon learning of the conflict.

(c) *Compliance With Federal and State Laws:* The Franchisee shall comply with all applicable federal, state, and local laws and regulations.

(d) *Each Party Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense. Unless otherwise expressly provided in this Agreement, all acts that the County is required to perform must be performed at the County's own expense.

(e) *Force Majeure:* The Franchisee shall not be deemed in default of provisions of this Agreement or the Cable Ordinance where such default is due to *force majeure*, which shall mean an event or events reasonably beyond the ability of the Franchisee to anticipate and control, including, but not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which the Franchisee's facilities are attached or to be attached or conduits in which the Franchisee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary; provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with the Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

(f) *Third Party Beneficiaries:* The County and the Franchisee acknowledge and agree that no one is a third-party beneficiary of this Agreement.

(g) *No Evasion:* The Franchisee shall not take any action to evade any provision of this Agreement or the Cable Ordinance. This provision shall be read to prohibit, among other things, the Franchisee from requiring any Subscriber to waive any right (including without limitation privacy rights) as a condition of obtaining service.

(h) *Governing Law:* This Franchise Agreement shall be governed in all respects by the law of the Commonwealth of Virginia.

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

(1) Notices to the Franchisee shall be mailed to:

Comcast Metro Richmond
5401 Staples Mill Road
Richmond, VA 23228
Attn.: General Manager

with a copy to:

Comcast Cable Communications, Inc.
1500 Market Street
Philadelphia, PA 19102
Attn.: Government Affairs Department

Notices to the County shall be mailed to:

County Manager
Henrico County
4301 East Parham Road
Richmond, VA 23228

(2) The Franchisee shall at all times keep the County advised as to which individual(s) are authorized to act on behalf of the Franchisee and whose acts will be considered to bind the Franchisee.

(j) *Time of Essence:* In determining whether the Franchisee has substantially complied with this Franchise Agreement, the parties agree that time is of the essence.

(k) *Captions and References*

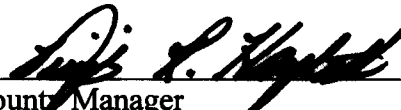
(1) The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

(2) When any provision of the Cable Ordinance is expressly mentioned herein, such reference shall not be construed to limit the applicability of any other provision of the Cable Ordinance or County law that may also govern the particular matter in question.

(l) *Understanding and Consent:* This Agreement is freely and voluntarily given by each of the parties, without any duress or coercion, and after each party has consulted with its counsel. Each party and its counsel have participated fully in the review and revision of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. Each party hereto has carefully and completely read all of the terms and provisions of this Agreement, and acknowledges that, to the best of its knowledge, each provision is lawful and enforceable.

AGREED TO THIS FOURTEENTH DAY OF MAY, 2006.

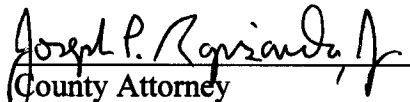
Henrico County,
a political subdivision of the
Commonwealth of Virginia

By: 
County Manager

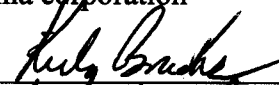
ATTEST:


County Clerk

APPROVED AS TO FORM:


County Attorney

COMCAST OF MASSACHUSETTS/VIRGINIA,
INC.,
a Virginia corporation

By: 
Its: Area Vice President / General Manager

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EXHIBIT 1

DIGITAL CONVERTERS NEEDED FOR COUNTY BUILDINGS AND SCHOOLS

| Agency | Street Address | City | Zip | Comments | Digital Cable Converters Needed |
|------------------------------------|-----------------------------------|--------------|------------|-------------------------------|--|
| CATC | 5410 Williamsburg Road | Sandston | 23150 | CATC | 1 |
| CATC | 7333 White Pine Road | Chesterfield | 23237 | CATC | 1 |
| Communications and Training Center | 7701 E. Parham Road (CTC) | Richmond | 23228 | CTC | 15 |
| Community Revitalization | 4062 Crocket Street | Richmond | 23228 | CR | 1 |
| Eastern Government Center | 3820 Nine Mile Rd. | Richmond | 23223 | EGC | 9 |
| Fire | 2701 E. Laburnum Ave | Richmond | 23223 | FS7 | 1 |
| Fire | 6313 Horsepen Rd. | Richmond | 23226 | FS10 | 1 |
| Fire | 6911 Lakeside Av. | Richmond | 23228 | FS5 | 1 |
| Fire | 8000 Patterson Av. | Richmond | 23229 | FS8 | 1 |
| Fire | 110 E. Azalea Ave. | Richmond | 23222 | FS1 | 1 |
| Fire | 110 N Gaskins Rd. | Richmond | 23233 | FS17 | 1 |
| Fire | 12491 Church Rd. | Richmond | 23233 | FS13 | 1 |
| Fire | 1754 Hungary Rd. | Richmond | 23228 | FS11 | 1 |
| Fire | 2400 Darbytown Rd. | Richmond | 23231 | FS2 | 1 |
| Fire | 3790 Westerre Pkwy | Richmond | 23273 | FS22 | 1 |
| Fire | 3803 West End Dr. | Richmond | 23229 | FS12 | 1 |
| Fire | 3820 Mountain Rd. | Glen Allen | 23060 | FS15 | 1 |
| Fire | 4410 Darbytown Rd. | Richmond | 23231 | FS18 | 1 |
| Fire | 4600 S. Laburnum Av. | Richmond | 23223 | FS6 | 1 |
| Fire | 5210 Technology Blvd | Sandston | 23150 | FS14 | 1 |
| Fire | 5381 Shady Grove Rd | Glen Allen | 23060 | FS16 | 1 |
| Fire | 8112 Strath Rd. | Richmond | 23231 | FS4 | 1 |
| Fire | 908 E. Nine Mile Rd. | Richmond | 23223 | FS3 | 1 |
| Fire | 9401 Quioccasin Rd. | Richmond | 23233 | FS9 | 1 |
| Library | 1001 North Laburnum Ave | Richmond | 23223 | Fairfield | 3 |
| Library | 10501 Staples Mill Rd. | Richmond | 23060 | Glen Allen | 3 |
| Library | 1700 Parham Rd | Richmond | 23229 | Tuckahoe | 3 |
| Library | 2001 Library Rd. at Laburnum Ave. | Richmond | 23231 | Varina | 3 |
| Library | 23 East Williamsburg Rd. | Richmond | 23231 | Sandston | 3 |
| Library | 4060 Innslake Dr. | Richmond | 23060 | Innsbrook | 3 |
| Mental Health/Mental Retardation | 4825 South Laburnum Ave. | Richmond | 23231 | MHMR-East (Laburnum site) | 3 |
| Mental Health/Mental Retardation | 4915 Radford Ave. | Richmond | 23230 | MHMR-Radford | 3 |
| Mental Health/Mental Retardation | 5623 Lakeside Ave. | Richmond | 23228 | MHMR-Lakeside | 3 |
| Mental Health/Mental Retardation | 8247 Hermitage Road | Richmond | 23228 | MHMR-Hermitage | 3 |
| Mental Health/Mental Retardation | 10700 Gayton Road | Richmond | 23233 | Group Home | 1 |
| Mental Health/Mental Retardation | 2304 Thousand Oaks Dr. | Richmond | 23294 | Group Home | 1 |
| Mental Health/Mental Retardation | 319 Treva Rd | Richmond | 23150 | Group Home | 1 |
| Mental Health/Mental Retardation | 3221 McIntyre Street (Sherbrooke) | Richmond | 23233 | Group Home | 1 |
| Mental Health/Mental Retardation | 4907 Green Run Dr. | Richmond | 23228 | Group Home | 1 |
| Mental Health/Mental Retardation | 512 Danray Dr. | Richmond | 23227 | Group Home | 1 |
| Mental Health/Mental Retardation | 8707 Walton Farms Court | Richmond | 23294 | Group Home | 1 |
| North Run Office Complex | 1590 E. Parham Road | Richmond | 23228 | NR | 3 |
| Police | 4206 Park Place Ct. | Glen Allen | 23060 | Police-Innsbrook | 3 |
| Police | 561 East Park Court | Sandston | 23150 | FOPS | 3 |
| Recreation & Parks | 1600 Hilliard Road | Richmond | 23228 | R&P-Belmont 8-19-04 | 3 |
| Recreation & Parks | 2417 Brockway Lane | Richmond | 23223 | R&P-Hidden Creek | 3 |
| Recreation & Parks | 2880 Mountain Road | Glenn Allen | 23060 | R&P-Cultural Arts 3-24-05 | 3 |
| Recreation & Parks | 302 Lee Ave. | Hi. Springs | 23075 | R&P-Confederate Hills 8-30-04 | 3 |
| Recreation & Parks | 3400 Mountain Road | Glenn Allen | 23060 | R&P-Meadow Farm 9-21-04 | 3 |

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|----------------------------|-------------------------|-------------|---------------------------------|----|
| Recreation & Parks | 400 Sausiluta Drive | Richmond | 23227 R&P-Three Lakes 3-9-05 | 3 |
| Recreation & Parks | 5011 Twin Hickory Road | Glenn Allen | 23059 R&P-Twin Hickory | 3 |
| Recreation & Parks | 7200 Dorey Park Road | Richmond | 23231 R&P-Dorey Park 7-26-04 | 3 |
| Recreation & Parks | 9910 Ridgefield Parkway | Richmond | 23233 R&P-Deep Run Park Rec Ctr | 3 |
| Schools | 1001 Cedar Fork Rd. | Richmond | 23223 Ashe ES | 6 |
| Schools | 10960 Greenwood Rd. | Richmond | 23059 Greenwood ES | 6 |
| Schools | 11600 Holman Ridge Rd. | Glen Allen | 23059 River's Edge ES | 6 |
| Schools | 12000 Three Chopt Rd. | Richmond | 23233 Pocahontas MS | 9 |
| Schools | 1400 Pemberton Rd. | Richmond | 23238 Pemberton ES | 6 |
| Schools | 15 S. Oak Ave. | Hi. Springs | 23075 Highland Springs HS | 15 |
| Schools | 2101 Pump Rd | Richmond | 23233 Godwin HS | 15 |
| Schools | 2204 Mountain Rd | Glen Allen | 23060 Virginia-Randolph Ed Ctr | 6 |
| Schools | 2901 Thalen St. | Richmond | 23223 Ratcliffe ES | 6 |
| Schools | 2910 Parham Rd | Richmond | 23231 Tucker HS | 15 |
| Schools | 302 Azalea Ave | Richmond | 23227 Henrico HS | 15 |
| Schools | 3903 Austin Ave. | Richmond | 23222 Glen Lea ES | 6 |
| Schools | 4701 Pouncey Tract Rd. | Glen Allen | 23060 Short Pump MS | 9 |
| Schools | 4801 Twin Hickory Rd | Glen Allen | 23059 Deep Run HS | 15 |
| Schools | 4909 Francistown Rd. | Glen Allen | 23060 Hungry Creek MS | 9 |
| Schools | 5121 Nine Mile Rd. | Richmond | 23223 Fairfield MS | 9 |
| Schools | 5915 Nine Mile Rd | Richmond | 23223 | 3 |
| Schools | 600 Pleasant St. | Hi. Springs | 23075 Highland Springs ES | 6 |
| Schools | 600 S. Laburnum Ave. | Richmond | 23223 Adams ES | 6 |
| Schools | 6900 Wilkinson Rd. | Richmond | 23227 Wilder MS | 9 |
| Schools | 6901 Messer Rd. | Richmond | 23231 Rolfe MS | 9 |
| Schools | 7053 Messer Rd | Richmond | 23231 Varina HS | 15 |
| Schools | 7300 Galaxie Rd. | Richmond | 23228 Holladay ES | 6 |
| Schools | 7800 Woodman Rd. | Richmond | 23228 Moody MS | 9 |
| Schools | 7850 Carousel Lane | Richmond | 23294 Mount Vernon MS | 9 |
| Schools | 8200 St. Charles Rd. | Richmond | 23227 Chamberlayne ES | 6 |
| Schools | 8301 Hungary Spring Rd. | Richmond | 23228 Hermitage HS | 15 |
| Schools | 8701 Three Chopt Rd | Richmond | 23229 Freeman HS | 15 |
| Schools | 8901 Three Chopt Rd. | Richmond | 23229 Ridge ES | 6 |
| Schools | 9000 Three Chopt Rd. | Richmond | 23229 Tuckahoe MS | 9 |
| Schools | 9200 Lydell Dr. | Richmond | 23228 Brookland MS | 9 |
| Schools | 9200 Mapleview Ave. | Richmond | 23294 Longan ES | 6 |
| Schools | 9400 Quioccasin Rd | Richmond | 23233 Byrd MS | 9 |
| Water Reclamation Facility | 9101 WRVA Road | Richmond | 23231 WRF | 3 |
| Water Treatment Plant | 10111 Three Chopt Road | Richmond | 23228 WTF | 3 |
| Woodman Road Complex | 10301 Woodman Rd. | Glen Allen | 23060 WRC | 15 |

Total

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