

## **Consideration of an Ordinance Granting a 20-year Franchise Agreement with Shenandoah Cable Television, LLC (glofiber)**

### **Discussion:**

- Shenandoah Cable Television, LLC (Shentel) has requested a 20-year franchise agreement to provide fiber optic cable for internet and telecommunication services (glofiber).
- The franchise agreement does not grant the right to operate a cable television system.
- We have a franchise agreement with Comcast. This does not negate anything in that franchise agreement.
- Shentel will repair any damage on VDOT or Town rights-of-way.
- glofiber is available in Harrisonburg and Staunton, among other areas. They have applied for a franchise agreement with Bridgewater and other towns within Rockingham County.
- This agreement does not guarantee that every residence or business will have access to glofiber.

### **Recommendation:**

- The Town Attorney has reviewed the attached agreement.
- A public hearing is scheduled prior to consideration of this action item.
- Staff recommends approval of the agreement, pending public input.

**ORDINANCE TO APPROVE A NON-EXCLUSIVE FRANCHISE AGREEMENT  
BETWEEN THE TOWN OF DAYTON, VIRGINIA AND  
SHENANDOAH CABLE TELEVISION, LLC**

**WHEREAS**, the Town of Dayton, Virginia (the “Town”) and Shenandoah Cable Television, LLC (“Franchisee”) have negotiated a non-exclusive franchise that would permit Franchisee to install, maintain, operate, replace, and remove fiber optic cables and related ancillary devices in the Town’s Public Rights-of-Way, subject to the terms and conditions of the Franchise Agreement dated August 9, 2021 (the “Franchise”) and attached hereto as Exhibit A; and

**WHEREAS**, the Town has held a public hearing after due advertisement and has invited additional bids concerning the subject matter of the Franchise; and

**WHEREAS**, the Town and the Franchisee desire to enter into the Franchise.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Dayton, Virginia, that the Franchise is granted and approved, and that the Town Manager is authorized and directed to execute the Franchise.

Ordained this 9th day of August, 2021.

**CERTIFICATE**

The undersigned Mayor and Clerk of the Town Council of the Town of Dayton, Virginia hereby certify that the foregoing constitutes a true and correct copy of an Ordinance to Approve a Non-Exclusive Franchise Agreement Between the Town of Dayton, Virginia and Shenandoah Cable Television, LLC adopted by the Town Council at a meeting held on August 9, 2021. A record of the roll-call vote by the Town Council is as follows:

NAME	AYE	NAY	ABSTAIN	ABSENT
Cary Jackson, Mayor				
Dale Rodgers, Vice Mayor				
Bradford Dyjak				
Heidi Hoover				
Robert Seward				
Emily Estes				
Susan Mathias				

Date: August 9, 2021

ATTEST: \_\_\_\_\_  
Clerk, Town Council of the  
Town of Dayton

\_\_\_\_\_  
Mayor, Town of Dayton, Virginia

## **FRANCHISE AGREEMENT**

This Franchise Agreement (the “Franchise”) is granted this 9<sup>th</sup> day of August, 2021, by the **TOWN OF DAYTON, VIRGINIA**, a municipal corporation (the “Town”), and **SHENANDOAH CABLE TELEVISION, LLC**, a Virginia corporation (“Shentel”).

**WHEREAS**, Shentel intends to run one or more fiber optic cables with related ancillary devices (collectively, the “Equipment”) in public rights-of-way within the Town of Dayton for the purpose of providing internet and telecommunications services, and

**WHEREAS**, this Franchise has been authorized by an ordinance enacted by the Council of the Town, in the manner provided by Va. Code, §§ 15.2-2100, *et seq.*

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below,

1. For the period of this Franchise, Shentel shall have the right to install, maintain, operate, replace, and remove Equipment within the boundaries of all public streets and public alleys in the Town (the “Rights-of-Way”). Notwithstanding the foregoing:
  - a. This Franchise does not allow Shentel to install utility poles, although it may locate its Equipment on existing poles, should the owner of the poles agree.
  - b. This Franchise does not allow Shentel to install anything except for the Equipment, including without limitation wireless telecommunications facilities.
  - c. Shentel will provide the Town with written notice, at least 30 days in advance, before installing any Equipment. In this 30-day period, the Town may object to Equipment if, in the Town’s sole judgment, the Equipment would have an adverse impact on public safety or would unreasonably hinder or conflict with (i) pedestrian, cycle, or vehicular traffic, or (ii) other existing or planned future uses of the Rights-of-Way. This Franchise provides no authority for Equipment to which the Town has so objected or Equipment installed without the requisite 30-day notice. All Shentel Equipment installed before the date of this Franchise shall be deemed to have been installed with notice and without objection.
  - d. For any Rights-of-Way within the Town that are controlled by the Virginia Department of Transportation, Shentel shall comply with any applicable VDOT requirements, including without limitation permitting requirements.

2. From time to time, the Town may adopt construction standards applicable to Shentel's Equipment or permitting standards for work in the Rights-of-Way. With respect to all Equipment installed and/or work performed after such adoption, Shentel will abide by such standards.
3. Shentel will be responsible to the Town for any damage to Town streets or other Town property caused by Shentel's activities hereunder. Shentel will immediately repair any portion of the Rights-of-Way damaged or disturbed by Shentel to a condition that meets or exceeds the condition of the Rights-of-Way immediately prior to such damage or disturbance. In performing such repair, Shentel shall comply with any applicable VDOT standards.
4. Utility "undergrounding," street repair or improvement, and other public projects may necessitate the relocation of Shentel's Equipment. If requested by the Town, Shentel will relocate its Equipment, at Shentel's own expense, to accommodate any such project.
5. Shentel shall indemnify and hold harmless the Town from any and all damages or injuries arising from Shentel's activities hereunder, including without limitation attorney's fees and costs incurred by the Town in enforcement of this Franchise.
6. This Franchise shall expire 20 years after the date of this agreement and shall provide no rights (carryover or otherwise) after such expiration.
7. This Franchise does not grant the right to operate a cable television system.
8. Shentel shall reimburse the Town for the Town's actual costs incurred in advertising this Franchise and legal review of this Franchise, not to exceed \$3,000.

Witness the following signatures and seals:

**TOWN OF DAYTON** [L.S.]

By: \_\_\_\_\_  
Angela A. Lawrence, Town Manager

**SHENANDOAH CABLE TELEVISION, LLC** [L.S.]

By: \_\_\_\_\_