

**CABLE TELEVISION FRANCHISE ORDINANCE**

**FOR THE**

**COUNTY OF HARRISON COUNTY, MISSISSIPPI**

**AND**

**CABLE ONE, INC.**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE GRANTING A FRANCHISE TO CABLE ONE, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF HARRISON COUNTY, MISSISSIPPI; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The Board of Supervisors of the County of Harrison County Mississippi ordains:

**STATEMENT OF INTENT AND PURPOSE**

County intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of County and the public generally. Further, County may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Board of Supervisors, in the best interests of County and its residents.

**FINDINGS**

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Board of Supervisors makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing, upgrading, and operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by County complies with the existing applicable state statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.  
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.
- a. “Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.
  - b. “Basic Cable Service” means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall be consistent with 47 U.S.C. § 522(3).
  - c. “Cable Service” or “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. Cable Service as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(6).
  - d. “Cable System” or “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:
    - i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
    - ii. a facility that serves Subscribers without using any public Right-of-Way;
    - iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
    - iv. an open video system that complies with 47 U.S.C. § 573; or

- v. any facilities of any electric utility used solely for operating its electric utility systems.

Cable System as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(7).

- e. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522(4).
- f. “County” means County of Harrison County, a municipal corporation, in the State of Mississippi, acting by and through its Board of Supervisors, or its lawfully appointed designee.
- g. “Board of Supervisors” means the governing body of the County of Harrison County, Mississippi.
- h. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber.
- i. “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest feeder cable of the System.
- j. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. “Franchise” or “Cable Franchise” means this franchise ordinance and the regulatory and contractual relationship established hereby.
- l. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the County on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for the construction of public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall be consistent with the definition set forth in 47 U.S.C. § 542(g).
- m. “Grantee” is Cable One, Inc., its lawful successors, transferees or assignees.
- n. “Gross Revenue” means any and all revenue derived by Grantee from the operation of its Cable System to provide Cable Service within the County including, but not limited to, 1) all Cable Service fees, 2) Franchise Fees 3)

late fees and returned check fees, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term “Gross Revenue” shall not include bad debts or any taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, including credits, refunds and any amounts collected from Subscribers for deposits or EG fees. The term “Gross Revenue” shall not include home wire maintenance charges until such time as all other franchised cable system operators in the County are also required to include home wire maintenance charges in their calculation of Gross Revenues.

- o. “Installation” means any connection of the System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- p. “Lockout Device” means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.
- q. “Normal Business Hours” means those hours during which most similar businesses in County are open to serve customers. Normal Business Hours as defined herein shall be consistent with the definition set forth in 47 C.F.R. § 76.309. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.
- r. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee 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 System. Normal Operating Conditions as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.309.
- s. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall be consistent with the definition set forth in 47 U.S.C. § 522 (14).
- t. “EG” means educational and governmental.
- u. “Person” is any Person, firm, partnership, association, corporation, company, limited liability entity or other legal entity.
- v. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in County in which the County has a property interest including,

but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of County which are dedicated for compatible use.

- w. “Right-of-Way Ordinance” means any ordinance or other applicable code requirements regarding regulation, management and use of Rights-of-Way in County, including registration and permitting requirements.
- x. “Service Area” or “Franchise Area” means the entire geographic area within the County as it is now constituted or may in the future be constituted.
- y. “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.309.
- z. “Standard Installation” means any residential or commercial Installation which can be completed using a Drop of one hundred fifty (150) feet or less.
- aa. “Subscriber” means any Person who is authorized to receive broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.5(ee).
- bb. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(20).

## **SECTION 2.**

### **GRANT OF AUTHORITY AND GENERAL PROVISIONS**

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Failure of Grantee to provide a System as described herein, or meet the obligations and comply with all provisions herein, shall be deemed a violation of this Franchise.
2. Grant of Nonexclusive Authority.
  - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of County ordinance, rule or procedure, to construct, erect, remove and maintain, in, upon, along, across, above, over and under the Rights-of-Way in County a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way but Grantee shall have priority over later non-public users. In all cases the County shall have priority use of the Right-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.

- b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way permit shall be issued by County if County determines, in its sole reasonable discretion, that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
  - c. This Franchise shall be nonexclusive, and County reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service. Should County grant a franchise to another wireline video service provider for the provision of Cable Service, such franchise shall be on terms that are reasonably comparable to the terms of this Franchise so that no party will have an unfair competitive advantage over the other. The Grantee and County agree that this section does not require a word for word identical franchise or agreement for a video service provider so long as the substantial obligations of the parties are the same and other regulatory and financial burdens on each entity are materially equivalent.
- 3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9.5 of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.
- 4. Franchise Term. This Franchise shall be granted for a period of fifteen (15) years, until November 5, 2027 unless sooner renewed, revoked or terminated as herein provided.
- 5. Previous Franchises. Upon acceptance by Grantee as required by Section 12.2 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.
- 6. Compliance with Applicable Laws, Resolutions and Ordinances.
  - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in County. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority of the County. This Franchise may also be modified or amended with the written consent of County and Grantee as provided in Section 11.3 herein.
  - b. Grantee shall comply with the terms of any County ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within County, which may have the effect of superseding, modifying or amending the terms herein, except that Grantee shall not, through application of such

County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

- c. In the event of any conflict between this Franchise and any County ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms of this Franchise shall be superseded by such County ordinance or regulation, except that Grantee shall not, through application of such County ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
7. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Laws.
8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of County, as they exist from time to time. Access to Cable Service shall not be denied to any group of potential cable Subscribers solely because of the income of the potential cable Subscribers or the area in which such group resides. Grantee may take into account such standard measures of payment reliability such as credit reports, history with the Grantee and other objective indicators.
9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be sent via registered or certified mail or overnight mail or shall be deemed to be given when delivered personally to any officer of Grantee or County Clerk or to the party to whom notice is being given, as follows:

If to County: Pamela Ulrich  
County Administrator  
1801 23<sup>rd</sup> Avenue  
Gulfport, Mississippi 39501

If to Grantee: Eric Lardy  
General Manager  
Cable One, Inc.  
19201 Pineville Rd.  
Long Beach, MS 39560

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

10. Ownership of Grantee. Grantee represents and warrants to County that the names of the shareholders, partners, members or other equity owners of the Grantee and any of



the shareholders, partners, members and/or other equity owners of Grantee are as set forth in Exhibit A hereto as of the date of execution of this Franchise.

### **SECTION 3. CONSTRUCTION STANDARDS**

1. Registration, Permits, Construction Codes, and Cooperation.
  - a. Grantee shall comply with the construction requirements of local, state and federal laws.
  - b. Grantee agrees to obtain a permit as required by County prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, County understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify County prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to County.
  - c. Grantee, at the time of or prior to submitting construction plans, shall provide County with a description of the type of Service to be provided by the Grantee in sufficient detail for County to determine compliance with the Franchise and Applicable Laws. Nothing in this Franchise shall authorize Grantee to obtain a permit for the construction of facilities in the Right-of-Way unless such facilities are used for the provision of Cable Services. The City reserves the right to regulate any non-Cable Services to the maximum extent permitted under applicable law.
  - d. County may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with County in establishing such policy and comply with the procedures established by the County Administrator or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
  - e. Grantee shall first obtain the written approval of County prior to commencing any construction or reconstruction on the Rights-of-Way and public places of County which approval shall not be unreasonably withheld.
  - f. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to County under Applicable Laws or this Franchise.
  - g. Grantee shall meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments within County in a timely manner. County

shall alert developers of its expectation that they will notify Grantee as to the timing of such meetings so that Grantee may participate.

2. Ongoing Construction. Grantee shall notify County at least ten (10) days prior to the commencement of any construction in any Rights-of-Way. Grantee shall provide to County a detailed site plan of any proposed construction or excavation. Grantee shall not open or disturb the surface of any Rights-of-Way or public place for any purpose without first having obtained a permit to do so in the manner provided by law. All excavation shall be coordinated with other utility excavation or construction so as to minimize disruption to the public. Any excavation shall be backfilled without delay and lawns, berms, gardens, shrubs, and flower beds returned and restored in as good a condition as before work involving such disturbance was done. Any excessive or loose dirt, gravel, mud or sand shall be removed from the property and deposited at an approval disposal site.
3. Use of existing poles or conduits.
  - a. Grantee shall utilize existing and/or replacement poles, conduits and other facilities whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property until the written approval of County is obtained. Grantee shall have no vested interest in any location of a pole or wire holding structure of Grantee, and if Grantee is the owner of such poles or structures, they shall be removed or modified by Grantee at its own expense whenever County determines that the removal is necessary and not merely convenient.
  - b. The facilities of Grantee shall be installed underground in those areas of County where existing telephone and electric services are both underground at the time of construction by Grantee. In areas where either telephone or electric utility facilities are installed aerially at the time of System construction, Grantee may install its facilities aerially; however, at such time as the existing aerial facilities are placed underground, Grantee shall likewise place its facilities underground at its sole cost. If County requires utilities to bury lines which are currently overhead, and the County financially participates in said undergrounding, then the County will consider providing the same cost sharing to the Grantee.
  - c. County shall have the right to over-lash additional cable and related attachments to Grantee's System free of charge on any poles that are owned by the Grantee. Where such over-lashing is pursuant to a planned large-scale construction project, County shall provide a minimum of ten (10) days advance notice to the Grantee. For all other over-lashing, County shall provide notice that is reasonably practicable under the circumstances and in no event less than required by the County of Grantee under similar circumstances. The County rights to over-lash facilities on Grantee's System shall be limited to County owned facilities which are to be used for noncommercial, governmental/educational applications.
4. Minimum Interference.

- a. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
  - b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located where reasonably feasible so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
  - c. Grantee shall provide advance notice to any private property owner and shall obtain authorization prior to commencing work on private property.
5. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as reasonably determined by County. If Grantee shall fail to promptly perform the restoration required herein, after written request of County and reasonable opportunity to satisfy that request, County shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event County determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse County for such restoration within thirty (30) days after its receipt of County's invoice thereof.
6. Temporary Relocation.
- a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of County, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a County project or activity makes disconnection, removal, or relocation necessary for County.
  - b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than five (5) days advance notice to arrange such temporary wire alterations.
7. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the County Administrator, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against County for restoration, repair or damages.

8. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the County regarding the trimming of any trees on public property or in the Rights-of-Way.
9. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
10. Installation records. Each Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and furnish them to County upon request for purposes of locating facilities that occupy public rights-of-way and planning and managing construction activity in the public right of way. Grantee shall cooperate with County to furnish such information in an electronic mapping format, if possible compatible with the then-current County electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of-Way and public ways, Grantee shall provide County with Installation records in an electronic format, if possible compatible with the then-current County electronic mapping format showing the location of the underground and above ground facilities. To the maximum extent permitted by state and federal law, The County shall maintain the confidentiality of any maps or records of the location of Grantee's facilities provided by Grantee and shall not disclose such information to a third party except as specifically required by applicable law. If the County believes that it must release such information, the County shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests.
11. Locating facilities.
  - a. If, during the design process for public improvements, County discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with County to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days after receipt of written notice. Should Grantee move its facilities and County later decide not to implement its proposed construction, County will reimburse Grantee for its costs in relocating its facilities.
  - b. County reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of County limits.
12. County's rights.

- a. When County uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as County directs.
- b. Nothing in this Franchise shall be construed to prevent County from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- c. County will notify Grantee of any planned exercise of its prior superior right to the Rights-of-Way to require Grantee to relocate its facilities with enough prior notice to enable it to relocate to the new position in the Rights-of-Way before it is required to remove its facilities from its prior location. County will provide timely permit approval for the forced relocation without charging Grantee fees of any kind.

13. Relocation delays.

- a. Subject to Grantee's compliance with Section 3.12 above, if Grantee's relocation effort so delays construction of a public project causing County to be liable for delay damages, Grantee shall reimburse County for those damages attributable to the delay created by Grantee. In the event Grantee should dispute the amount of damages attributable to Grantee, the matter shall be referred to the County engineer for a decision. In the event that Grantee disagrees with the County engineer's decision, the matter shall be submitted to the Board of Supervisors for determination, whose decision shall be final and binding upon Grantee as a matter of County review, but nothing herein waives any right of appeal to the courts.
- b. In the event County becomes aware of a potential delay involving Grantee's facilities, County shall promptly notify Grantee of this potential delay.

14. Interference with County Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with County's placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other County systems that have been, or may be, installed, maintained, used or authorized by County.

15. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way and public ways of County. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.

16. Collocation. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along County Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities.
17. Safety Requirements.
  - a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
  - b. Grantee shall install and maintain its System and other equipment in accordance with County's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with County communications technology related to health, safety and welfare of the residents.
  - c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of County, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of County or any Person.

#### **SECTION 4. DESIGN PROVISIONS**

1. System Upgrade/Construction: Minimum Channel Capability.
  - a. Grantee shall operate and maintain for the term of this Franchise a System providing a minimum of 550 MHz capability. Design specifications found in Exhibit D attached hereto are hereby incorporated as part of this Franchise.
  - b. The System will utilize a hybrid fiber-coaxial architecture and shall use standard frequency headend equipment which is technically necessary to meet FCC technical standards.
  - c. Grantee shall operate and maintain a System capable of providing non-video services such as high-speed data transmission, Internet access, and Other Programming Services.
  - d. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies County and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further

subject to County's rights pursuant to 47 U.S.C. § 545. Location and relocation of the EG Channels shall be governed by Section 6 and Exhibit B.

2. System Construction. On or about thirty (30) days prior to any System construction, affected Subscribers will receive a notice by any means reasonably calculated to reach them which shall include Grantee's telephone number that Subscribers can use to contact Grantee with any questions or concerns they may have. No less than forty-eight (48) hours before construction, all affected houses will receive notification regarding Grantee's construction schedule which will also include the scope of work to be performed and Grantee's telephone number. Nothing shall prohibit Grantee from consolidating the notices required in this subparagraph.
3. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.
4. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.
5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. In addition, Grantee is subject to the technical standards outlined in Exhibit D attached hereto.
6. Special Testing.
  - a. County shall have the right to inspect and test all construction or Installation work performed pursuant to the provisions of the Franchise. In addition, County may require special testing of a location or locations within the System as desired at any time during the term of this Franchise. Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance or for routine verification of Grantee's compliance with FCC technical standards. County shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
  - b. Before ordering such tests, Grantee shall be afforded thirty (30) days advance written notice. County shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which may be the focus of concern. If, after such meetings and inspections, County wishes to require special tests and the thirty (30) days have elapsed, the tests shall be conducted by Grantee at Grantee's expense and may be observed by a qualified engineer selected by County. Grantee shall participate

and cooperate in such testing and shall not assess County or Subscribers any additional fees or costs associated with time or labor Grantee may incur as a result of its participation in such testing. If such applicable testing establishes that the System meets all the terms hereof and all Applicable Laws, rules and regulations, the County shall bear the expense of acquiring an engineer to observe such special testing. If such special testing establishes that the System does not meet all the material terms hereof and all applicable rules and regulation, Grantee shall bear all the expense for such special testing.

7. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of County also be filed with County or its designee within ten (10) days of the date of request.
8. Interconnection. At the request of the County, Grantee shall interconnect with adjacent Cable Systems to facilitate the two-way distribution of EG Access programming. All decisions regarding whether to interconnect and the terms and conditions of any such interconnect shall be a matter of agreement between the cable operators involved. If the cable operators are unable to reach agreement the County shall, in its sole discretion, have authority to impose reasonable interconnection requirements and the costs of such interconnection shall be proportionately divided between the cable operators.
9. Line Extension.
  - a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of thirty (30) residential units per cable mile of System, as measured from the nearest tap on the Cable System.
  - b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
  - c. Any residential and/or commercial unit located within one hundred fifty (150) feet of the nearest tap on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in County beyond the one hundred fifty (150) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the additional construction costs.
  - d. Under Normal Operating Conditions, if Grantee cannot perform Installations within the times specified in applicable customer standards, the Subscriber may request and is entitled to receive a free installation. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within seven (7) days of a



request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.

10. Lockout Device. Upon the request of a Subscriber, Grantee shall make available by sale or lease a Lockout Device allowing Channels on the System to be blocked.

## **SECTION 5. SERVICE PROVISIONS**

1. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all Grantee's payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.
2. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its Services within County. In its initial communication or contact with a non-Subscriber or current Subscriber seeking alternative options, Grantee shall inform the non-Subscriber of all levels of Service available, including the lowest priced Basic Cable Service tier and free Service tiers. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.
3. Consumer Protection and Service Standards. Grantee shall maintain convenient local customer service and bill payment locations in the County for receiving Subscriber payments, handling billing questions, equipment replacement and customer service information. Grantee shall comply with: 1) any customer service requirements that may be required by the Code of Ordinances of the County, as may be amended from time to time; 2) the standards and requirements for customer service set forth below; and 3) all applicable regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise.
  - a. Cable System office hours and telephone availability.
    - i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
      - (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
      - (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, 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. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
  - iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
  - iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
  - v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.
  - i. Except for factors beyond Grantee's control, Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred fifty (150) feet from the existing distribution system.
  - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
  - iii. The "appointment window alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. . Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours during the evening on weekdays and for a minimum of 6 hours on weekends for the express convenience of the customer. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
  - iv. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

c. Communications between Grantee and Subscribers.

i. Notifications to Subscribers:

- (1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
  - (a) Products and Services offered;
  - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
  - (c) Installation and Service maintenance policies;
  - (d) Instructions on how to use the Cable Service;
  - (e) Channel positions of programming carried on the System; and
  - (f) Billing and complaint procedures, including the address and telephone number of the County's cable office.
- (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Section 5.3(c)(i)(1).
- (3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the County before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

- (4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
  - (5) Notwithstanding any other provision of this section, Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or County on the transaction between the Grantee and the Subscriber.
- ii. Billing:
  - (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
  - (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- iii. Refunds: Refund checks will be issued promptly, but no later than either:
  - (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier or
  - (2) The return of the equipment supplied by Grantee if Service is terminated.
- iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

Where there is an historical record of complaints that indicates a clear failure to comply with the standards set forth above, upon fourteen (14) days written request, Grantee shall provide County with a quarterly compliance report specific to the System in the Service Area, which report information shall describe in detail Grantee's compliance with each and every term and provision of this Section. Grantee shall comply with the cable industry's on-time guaranty as endorsed by the National Cable Television Association. This on-time guaranty generally provides that if Installation is not commenced within the "appointment window" specified by the operator, Installation shall be free for the Subscriber.

5. Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by Subscriber, credit such Subscriber pro rata for such interruption. Refunds/credits will be issued promptly, but no later than either: the customer's next

billing cycle following resolution of the request or thirty (30) days whichever is earlier. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The County reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

6. Local Office Policy.

- a. Grantee shall maintain locations in County for receiving Subscriber inquiries, check payments, and equipment transfers. At least one location must be staffed by a Person capable of receiving inquiries. In addition, Grantee shall maintain payment locations within the Service Area for receiving Subscriber payments after hours.
- b. Payments at Grantee's payment locations shall be deemed received on the date such payments are picked up by Grantee which shall occur no less than twenty-four (24) hours after each and every due date for Subscriber bills.

**SECTION 6.  
ACCESS CHANNEL(S) PROVISIONS**

1. Grantee Support for Educational & Governmental ("EG") Access. Grantee shall provide the following support for EG access usage within the Service Area:
  - a. Provision of the Channels designated in Exhibit B of this Agreement for local EG programming and access use at no charge in accordance with the requirements of Exhibit B. County agrees that all of the communities served by the system may use the EG Channel for EG programming.
  - b. Support of EG programming to the extent specified in Exhibit B of this Agreement.
  - c. Provision of free public building Installation and Cable Service as specified in Exhibit B.

**SECTION 7.  
OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The County Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the Board of Supervisors shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Delegated-Authority. The County may appoint a citizen advisory body or may delegate to any other body or Person authority to monitor the performance of Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of County.
3. Franchise Fee.

- a. During the term of the Franchise, Grantee shall pay quarterly to County a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.
  - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit E attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the County on or before the date due, or is underpaid, Grantee shall pay the County in addition to the payment, or sum due, \$100.00 per day or part thereof that the violation continues.
  - c. All amounts paid shall be subject to audit and recomputation by County and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the County should conduct a review of Grantee's books and records pursuant to Section 7.6 of this Franchise and such review indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all reasonable documented costs of such audit, and pay same upon demand by the County.
4. Discounted Rates. If Grantee's Subscribers are offered what is, in effect, a discount for "bundled" services (i.e. Subscribers obtain Cable Services and some other, non-cable goods or service) then for the purpose of calculating Gross Revenues, the discount shall be applied proportionately to cable and non-cable goods and services, in accordance with the following example:

Assume a Subscriber's charge for a given month for Cable Service alone would be \$40, for local telephone service alone would be \$30, and for high-speed service alone would be \$30, for a total of \$100. In fact, the three (3) services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that would apply to a service if purchased individually (i.e. \$80 per month for all three (3) services). The discount (here, \$20) for Gross Revenue computation purposes would be applied pro rata so that Gross Revenues for Cable Service are deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the Subscriber received a \$20 discount for telephone service on the condition that he or she also subscribes to Cable Service at standard rates.

In no event shall Grantee be permitted to evade or reduce applicable Franchise Fee payments required to be made to County due to discounted bundled services.

5. Not Franchise Fees.

- a. Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to County pursuant to this section shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by Grantee pursuant to this Franchise and that the Franchise Fees provided for in this section of this

Franchise shall be in addition to any and all taxes of general applicability and other fees and charges which Grantee shall be required to pay to County and/or to any other governmental authority, all of which shall be separate and distinct obligations of Grantee.

- b. Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the County or any other governmental authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to County to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.
6. Access to Records. The County shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. County acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. County shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. If the County receives a demand from any person for disclosure of any information designated by the Grantee as confidential, the County shall immediately advise the Grantee and provide the Grantee with a copy of any written request by the person demanding access to such information. The County shall not release, or make available for public inspection, the requested information without at least five (5) business days written notice to the Grantee, in order to provide the Grantee an opportunity to challenge such disclosure pursuant to the Mississippi Public Records Act. Grantee shall produce such books and records for County's inspection at Grantee's local office within the Service Area or at such other mutually agreed upon location within the County. To the extent it is necessary for County to send representatives to a location outside of the County to inspect Grantee's books and records for compliance with the Franchise, Grantee shall be responsible for all reasonable travel costs incurred by County representatives.
7. Reports and Maps to be Filed with County.
- a. Grantee shall file with the County, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit E attached hereto.
  - b. If required by County, Grantee shall provide County a written or computer-stored record of all service calls and interruptions or degradation of Service experienced for the preceding two (2) years, provided that such complaints result in or require a service call, subject to the Subscriber's right of privacy.

- c. County and Grantee shall mutually agree, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
  - d. If required by County, Grantee shall furnish to and file with County Administrator the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with County updates of such maps, plats and permanent records annually if changes have been made in the System.
8. Periodic Evaluation.
- a. County may require evaluation sessions no more than once every three years during the term of this Franchise, upon thirty (30) days written notice to Grantee.
  - b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access Channels, facilities and support, municipal uses of cable, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics County or Grantee deems relevant.
  - c. As part of any periodic evaluation proceeding the County shall have the right to visit and/or inspect the Grantee's headend facility, customer service center and any other facilities of Grantee whether or not located in the County to the extent such facilities are in any way related to Grantee's ability to provide Cable Services to the County.
  - d. As a result of a periodic review or evaluation session, upon notification from County, Grantee shall meet with County and discuss changes and modifications to the terms and conditions of the Franchise which are both economically, technically feasible and maintain Grantee's competitiveness as measured over the remaining life of the Franchise.

## **SECTION 8.**

### **GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Liability Insurance.
- a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise commercial general liability insurance with a company licensed to do business in the State of Mississippi with a rating by A.M. Best & Co. of not less than "B" that shall protect the Grantee, County and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from



bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. Grantee shall maintain, throughout the term of the Franchise, liability insurance insuring Grantee and the County in the minimum amounts of:

- i. One Million and No/100 Dollars (\$1,000,000.00) for bodily injury or death to any one (1) Person;
  - ii. One Million and No/100 Dollars (\$1,000,000.00) for bodily injury or death resulting from any one (1) accident;
  - iii. One Million and No/100 Dollars (\$1,000,000.00) in the form of an umbrella policy.
- b. The following endorsements shall be attached to the liability policy:
- i. The policy shall provide coverage on an "occurrence" basis.
  - ii. The policy shall cover personal injury as well as bodily injury.
  - iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
  - iv. Broad form property damage liability shall be afforded.
  - v. County shall be named as an additional insured on the policy.
  - vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the County will be called upon to contribute to a loss under this coverage.
  - vii. Standard form of cross-liability shall be afforded.
  - viii. An endorsement stating that the policy shall not be canceled without thirty (30) days notice of such cancellation given to County.
- c. Grantee shall submit to County documentation of the required insurance, including a copy of the policy showing that the County is an additional insured, as well as all properly executed endorsements.

## 2. Indemnification

- a. Grantee shall indemnify, defend and hold County, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer,

sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, it subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to provide indemnification to County for programming cablecast over the EG access Channels administered by County. Grantee shall not be required to indemnify County for negligence or misconduct on the part of County or its officials, boards, commissions, agents, or employees. To the extent permitted by State Law, County will indemnify and hold harmless Grantee from and against any expenses, costs or losses of any nature arising out of the programming cablecast over the EG access Channels administered by County.

- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
  - c. County does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by County, or the deposit with County by Grantee, of any of the insurance policies described in this Franchise.
  - d. The indemnification of County by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
3. Grantee's Insurance. Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.
- a. In order for County to assert its rights to be indemnified, defended, and held harmless, County must, with respect to each claim:
    - i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
    - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

- iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

## **SECTION 9.**

### **SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE**

1. County's Right to Revoke.
  - a. In addition to all other rights which County has pursuant to law or equity, County reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by County that after notice and an opportunity to cure as reordere herein;
    - i. Grantee has violated material provisions(s) of this Franchise and has not cured; or
    - ii. Grantee has attempted to evade any of the provisions of the Franchise; or
    - iii. Grantee has practiced fraud or deceit upon County.
  - b. County may revoke this Franchise without the hearing otherwise required herein if Grantee is adjudged a bankrupt.
2. Procedures for Revocation.
  - a. County shall provide Grantee with written notice of a Franchise violation consistent with Section 9 of this Franchise and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise.
  - b. Should County determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the Board of Supervisors prior to the effective date of revocation. County shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
  - c. Only after the public hearing and upon written notice of the determination by County to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
  - d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.
3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to County. Grantee

may not abandon the System or any portion thereof without compensating County for actual damages resulting from the abandonment, including all costs incident to removal of the System. A sale of the system to a third party will not be considered an abandonment.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, County shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within County.
- b. Except where Grantee has appealed the County's decision, if Grantee has failed to commence removal of System, or such part thereof as was designated by County, within thirty (30) days after written notice of County's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of County's demand for removal is given, County shall have the right to apply funds secured by the letter of credit and performance bond toward removal. If Grantee has abandoned the System without removal, after twelve (12) months the County may declare all right, title, and interest to the System to be in County with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, shall take place until a written request has been filed with County requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure any indebtedness or where the change is an internal business organizational change not involving a change in ownership of the parent company. Said approval by the County shall also not be required should Grantee decide to change its business organization such as from a C corporation to another business form or if its parent company creates a holding company to be the direct holder of Grantee's stock or similar internal organizational change.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 9.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new

“controlling interest” shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one (1) Person. Acquisition by one (1) Person of an interest of five percent (5%) or more in a single transaction shall require notice to County.

- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by Applicable Laws, the following:
  - i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof; and
  - ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to the FCC, the FTC, the FEC, the SEC or applicable state departments and agencies. Upon request, Grantee shall provide County with a complete copy of any such document; and
  - iii. Any other relevant documents or information related to the transaction as may be specifically requested by the County.
- d. County shall have such time as is permitted by Applicable Laws in which to review a transfer request.
- e. Grantee shall reimburse County for all reasonable out-of-pocket, legal and consulting costs associated with County’s review of any request to transfer.
- f. In no event shall a sale, transfer, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the County including, but not limited to, any adequate guarantees or other security instruments required by the County.
- g. No Franchise may be transferred if County determines Grantee is in noncompliance of the Franchise unless and until any noncompliance has been corrected or an acceptable compliance program has been approved by County. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of County to subsequently enforce noncompliance issues relating to this Franchise with the new Grantee even if such issues predated the approval, whether known or unknown to County.

## **SECTION 10.**

### **PROTECTION OF INDIVIDUAL RIGHTS**

1. **Discriminatory Practices Prohibited.** Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race,

color, religion, national origin, sex, age, status as to public assistance, or disability. Denial of service for nonpayment shall not be prohibited under this section even if these categories exist in any particular case. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.

- a. Grantee may not transmit signals from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of activity planned for the purpose of monitoring individual viewing patterns or practices. Notwithstanding the above, Grantee may monitor usage patterns for technical and network research on an aggregate basis and not for individual Subscriber identification.
- b. No lists of the names and addresses of Subscribers or any lists that identify the individual viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to County for the purpose of Franchise administration and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.
- c. Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.
- d. Subscribers and non-Subscribers may request to be put on a list to prevent solicitations from Grantee.

**SECTION 11.**  
**MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.

2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to County of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and County may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7 or at any other time if County and Grantee agree that such an amendment will be in the public interest or the Grantee's interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict County's exercise of its police powers.
4. Compliance with Federal, State and Local Laws.
  - a. If any federal or state law or regulation shall require or permit County or Grantee to perform any service or act or shall prohibit County or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and County shall conform to state and federal laws and regulations and rules regarding cable communications and franchising as they become effective.
  - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and County.
5. Nonenforcement by County. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of County to enforce prompt compliance. County may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by County of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6. Rights Cumulative. All rights and remedies given to County by this Franchise or retained by County herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to County, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by County and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes County has the power to make the terms and conditions contained in this Franchise.
8. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including but not limited to; acts of God, fire, explosion, vandalism, storm or other similar catastrophes; national emergencies; insurrection; riots or wars.

## **SECTION 12.**

### **PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication, Effective Date. This Franchise shall be published in accordance with Applicable Laws. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 12.2.
2. Acceptance.
  - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the Board of Supervisors, unless the time for acceptance is extended by County. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes; provided, however, this Franchise shall not be effective until all County ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a County ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.
  - b. Upon acceptance of this Franchise, Grantee and County shall be bound by all the terms and conditions contained herein.
  - c. Grantee shall accept this Franchise in the following manner:
    - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to County.



- ii. With its acceptance, Grantee shall also deliver a certified or cashier's check, approved by the County, in the amount of Ten Thousand Dollars (\$10,000.00) made payable to the County of Harrison County, Mississippi, as an acceptance fee and any grant payments, and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall be deposited in an account of the County, and shall serve to recover expenses incurred by the County in the granting of this Franchise. Said expenses shall include, but not be limited to attorney's fees, consulting expenses and the reasonable value of services performed by the County's employees, agents or contractors.

Passed and adopted by the Board of Supervisors this\_\_\_\_\_ day of \_\_\_\_\_,2012.

ATTEST:  
MISSISSIPPI

COUNTY OF HARRISON COUNTY,

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

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

Its:\_\_\_\_\_

Its: \_\_\_\_\_

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

CABLE ONE, INC.

Date: \_\_\_\_\_, 2012

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

Its: \_\_\_\_\_

SWORN TO BEFORE ME this  
\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**OWNERSHIP**

To be provided by Cable One

**EXHIBIT B**  
**GRANTEE COMMITMENT TO EG ACCESS FACILITIES AND EQUIPMENT**

1. EDUCATIONAL AND GOVERNMENT (EG) ACCESS CHANNEL. Grantee shall make one (1) video Channel available for non-commercial EG use ("EG Channels") to be located on the basic tier throughout the term of the Franchise. Permitted noncommercial uses of the EG Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of EG programming by the County or third party users for charitable, educational or governmental purposes. Empty time slots on the EG Channel may be allocated for EG use by other communities served by the System. The EG Channel shall be dedicated for EG use for the term of the Franchise, provided that Grantee may upon written request to County, utilize the EG Channel for commercial or non-commercial programming when it is not scheduled for EG use. County and Grantee shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).
2. EG OPERATIONS. County may, in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the expenses of supporting the EG Channels. Grantee throughout the term of the Franchise shall provide playback services for any non-commercial programming provided by the County on the Grantee's Harrison County Systems.
3. RELOCATION OF EG CHANNELS. Grantee shall not relocate the EG access Channel to a different Channel number unless specifically required by Applicable Laws, required by wholesale movement of all analog channels to digital, or unless otherwise agreed to in writing by County. Where possible, Grantee shall provide County and all Subscribers with at least sixty (60) days prior written notice of any legally required relocation.
4. PROMOTION OF EG ACCESS. Grantee shall make available EG access information provided by County in Subscriber packets at the time of Installation and at the counter in the System's business office serving the Service Area. Grantee shall also include a listing of the known programming to be cablecast on the EG access Channel in or on any electronic program guide of Services for the Cable System where Grantee has editorial control of such electronic program.
5. DIGITIZATION OF ANALOG CHANNELS. Grantee may, at its own discretion, move analog EG Channels to digital format. Grantee shall enter into good-faith negotiations with the County over the frequency allocation, Channel assignment and menu placement of new EG digital television Channels prior to making such assignments.
6. DROPS TO DESIGNATED BUILDINGS.
  - a. Grantee shall provide free of charge throughout the term of this Franchise, Installation of one (1) Cable outlet and one (1) Converter, if necessary, and the highest level of Cable Service offered by Grantee, excluding pay-per-view, pay-

per-channel (premium) programming, high-speed data services or newly created non-video Cable Services, without charge to the institutions identified on Exhibit C attached hereto and made a part hereof, and such other public institutions, owned by the County and housing County offices, subsequently designated by County. This requirement shall not include any digital tier of Services Grantee may offer unless and until such time as Grantee's digital programming reduces the amount of spectrum available for analog programming to less than approximately fifty (50) Channels of analog programming. Grantee shall be responsible for the costs of extension to subsequently designated institutions for the first two hundred and fifty (250) feet as measured from Grantee's nearest active plant. The institution shall pay the net additional Drop or extension costs beyond the two hundred and fifty (250) feet.

- b. Additional Subscriber network Drops and/or outlets in any of the locations identified on Exhibit C will be installed by Grantee at the lowest actual cost of Grantee's time and material. Alternatively, said institutions may add outlets and service at their own expense, as long as such Installation meets Grantee's standards and approval which shall not be unreasonably withheld. Grantee shall have three (3) months from the date of County designation of additional accredited schools or public institutions or relocations to complete construction of the Drop and the outlet unless weather or other conditions beyond the control of Grantee requires more time.

7. LIVE BROADCAST FACILITIES AND TWO-WAY NETWORK.

- a. If the County establishes a need for live programming to be provided at the County Administration Building 1801 23<sup>rd</sup> Avenue, Gulfport, MS 39501, Grantee shall, at no cost to County unless otherwise specified herein, provide a return connection to facilitate the exchange of programming, including live cablecasting of programming.

**EXHIBIT C**  
**SERVICE TO PUBIC BUILDINGS**

Engineering Department	001-156-581	23434-934653-01-0	15309 Community Rd. C - Gulfport
Outside Buildings & Grounds	001-158-581	23434-963149-01-4	10076 Lorraine Rd. B - Gulfport
Coroners Office	001-167-581	23434-523409-01-4	2315 17th Street Suite C
Youth Shelter	001-174-581	23434-976324-01-7	47 Maples Drive - Youth Shelter
Youth Drug Court		23434-956756-02	47 Maples Drive
Election Commission	001-180-581	23434-954491-03-6	2600 24th Avenue
Adult Detention Center	115-207-581	23434-400726-01-0	13050 Seaway Rd. - Gulfport
Sheriff's Dept. Work Center	001-200-581	23434-390735-01-4	10046 Lorraine Rd. - Gulfport
Narcotics - Sheriff Dept	001-200-581	23434-979712-01-1	5106 A Avenue - Long Beach
Law Enforcement Office	001-200-581	23434-981-480-01-0	8th Avenue Bld 400 - Gulfport, MS
Law Enforcement Office (2)	001-200-581	23434-981322-01-4	8th Avenue Bld 401 - Gulfport, MS
Harrison County Youth Detention Center	001-223-581	23466-133987-02-3	765 McElroy Street - Biloxi
Human Services	001-450-581	23434-533062-01-8	10260 Larkin Smith Drive
Lyman Senior Center	001-510-581	23434-968009-01-5	14592 County Farm Road
D'Iberville Senior Center (LH Red Barnet)	001-510-581	23466-122743-02-2	10450 Lamey Bridge Road - D'Iberville
Isaiah Fredricks Senior Center	001-510-581	23434-975005-01-4	3312 Martin Luther King Drive
Fairgrounds- Trailer A	001-522-581	23434-983733-01-1	15321 County Farm Road
Cuevas Volunteer Fire Dept.	106-250-581	23434-513319-01-7	22338 Fire Station Road - Pass Christian-
Henderson Point Vol Fire Internet	106-250-581	23434-976929-01-5	211 Livingston Drive - Pass Christian
West Harrison County Fire Dept-Internet	106-250-581	23434-939802-01-8	10071 Vidalia Road
Lyman Work Center	150-300-581	23434-968010-01-2	15001 County Farm Road
Road Department	150-300-581	23434-524745-01-1	10076 Lorraine Rd.

Sand Beach	156-355-581	23434-955537-01-1	842 Commerce Street
Sand Beach (Rear)	156-355-581	23434-966569-01-1	842 Commerce Street - Rear
E911	097-287-510	23434-526369-017	15309 Community Rd #B
County Farm Rd Fire Dept.		23434-979519-01-1	13243 County Farm Rd
Senior Center-Woolmarket Rd		23466-166758-01-1	16395 Old Woolmarket Rd
Bridge Tender-Popps Ferry Rd		23466-130379-01-7	
Listed as BOS- since the address is the same as the Senior Center it may be the Civic Center		23466-144641-01-4	16395 Old Woolmarket Rd
Civil Defense- Gulfport Courthouse		23434-036220-01-4	1801 23rd Ave.
Long Beach Work Center		23434-522381-01-5	605 N. Seal Avenue
Orange Grove Tax Collector		23434-967899-01-1	14321 Dedeaux Rd STE 12
D'Iberville Work Center		23466-135956-01-8	10085 W 1st Ave.- D'Iberville
D'Iberville Civic Center	not in use/service off	23466-141825-01-7	10395 Auto Mall Pkwy
Justice Court-GPT		23434-400925-01-8	1709 24th Ave
Wortham Fire Dept.		23434-951435-01-1	20121 W Wortham Rd
HC Fire Services		23434-523789-01-0	20121 W Wortham Rd

## **EXHIBIT D**

### **SYSTEM DESIGN SPECIFICATIONS**

The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the County's interpretation shall control over all other sources and interpretations.

Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design in similar markets.

The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 550 MHz of bandwidth capacity. The System will be two-way active, and it will be designed to have capability to transmit return signals upstream in the 5-30 MHz spectrum.

The design of the System shall be based upon a "Fiber to the node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee's initial design includes fibers to each node site having a neighborhood group average of approximately five hundred (500) homes. If Grantee splits nodes into smaller sizes, fewer fibers will extend to such smaller nodes. There shall be no more than seven (7) active amplifiers in a cascade from each node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of service interruptions.

**EXHIBIT E**  
**FRANCHISE FEE PAYMENT WORKSHEET**

**TRADE SECRET – CONFIDENTIAL**

	Month/Year	Month/Year	Month/Year	Total
Basic Cable Service				
Installation Charge				
Bulk Revenue				
Expanded Basic Service				
Pay Service				
Pay-per-view				
Guide Revenue				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Digital Services				
Inside Wiring				
Other Revenue				
Equipment Rental				
Processing Fees				
Bad Debt				
REVENUE				
Fee Calculated				

Fee Factor: 5%