

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND
MEDIAONE OF COLORADO, INC.**

November 17, 1999

la

274 8525

3651

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into as of this Seventeenth (17th) day of November, 1999, by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" with its principal place of business in the State of Georgia, at 141 Pryor Street, Atlanta, Georgia 30303 and MediaOne of Colorado, Inc., a Colorado Corporation, with its principal place of business in Georgia at 2925 Courtyards Drive, Norcross, Georgia 30071 (hereinafter referred to as "Grantee").

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

WHEREAS, Grantee has held a franchise to construct, reconstruct, operate, and maintain a cable television system to provide cable service within the County;

WHEREAS, Grantee has requested a renewal of its franchise;

WHEREAS, the County, after a public hearing and due evaluation, has determined that it is in the best interest of the County and its residents to grant a renewal franchise to Grantee for a fifteen (15) year term on the terms and conditions as set forth herein.

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

1.0 DEFINITIONS:

1.1 Undefined Terms: Except as provided in this Section, terms used in this Franchise Agreement have the same meaning as in a Resolution adopted by the Board of Commissioners of Fulton County dated January 23, 1980, providing for the regulation of Community Antenna Television Systems as that Resolution has been and may hereinafter be amended ("Cable Resolution") and if not defined there, have the same meaning as under federal law, and if not defined there, have their ordinary and common meaning. References to "applicable laws and regulations" shall include applicable federal, state and local

laws, regulations and practices, including the County Code, as the same now exists or is hereafter amended or adopted. References to the singular include the plural and vice versa. References to a particular office or officer refer to that office or officer or its successor. References to a particular provision of law refers to that provision and any successor provision.

1.2 "CATV System, " "Cable Television System" "Cable System" or "System" refers to all and any part of the Grantee's "Cable System," as that term is defined in the Cable Communications Policy Act of 1984, Pub.L.No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub.L.No. 102-385, 106 Stat. 1460 (1992), as amended by the Telecommunications Act of 1996, Pub.L.No. 104-104, 110 Stat. 56 (1996), and as hereinafter amended (collectively, the "Cable Act"); and all equipment and devices appurtenant thereto, except where the context clearly indicates otherwise.

1.3 Cable Service: Cable Service shall have the meaning set forth in the Cable Act, including any amendments thereto.

1.4 Franchise Area: "Franchise Area" means the entire unincorporated area of the County.

1.5 Grantee: "Grantee" refers to MediaOne of Colorado, Inc., a Colorado Corporation.

With respect to any obligation of Grantee under this Agreement, Grantee is responsible for any acts and omissions of any of its affiliates that directly or indirectly performs, or fails to perform, such obligation for or on behalf of Grantee.

1.6 Primary Service Area: "Primary Service Area" is that portion of unincorporated Fulton County more specifically described and depicted in Appendix A attached hereto.

1.7 Request: "Request" shall mean any written request by one party to the other.

2.0 RESPONSIBILITY FOR COSTS

Except where expressly stated otherwise, Grantee's obligations are to be provided at the Grantee's sole cost and expense and not the County's; references hereunder to a task being performed at Grantee's sole expense, or without charge, shall not be read to imply that Grantee is otherwise entitled to charge for any act required by this Franchise, the County Code, or other applicable laws or regulations except where federal law permits Grantee to so charge.

3.0 GRANT OF FRANCHISE:

3.1 Scope of Grant: Grantee is hereby granted for itself and its successors and assigns, subject to the terms and conditions of this Franchise, the right, privilege, and authority to construct, operate, maintain, and reconstruct a Cable System to provide cable service within the streets of the County. Grantee shall provide a modern, uniform Cable System to all those residents and institutions of the County to which it is required to offer service in accordance with this Franchise. The grant herein is expressly not a grant to use County streets to provide any service other than cable services. No provision of this Agreement shall be read to restrict Grantee's obligation to comply with requirements established by the County in accordance with and to the extent authorized and permitted under applicable state and federal law regarding the use of or compensation for use of County streets to provide any services other than cable services, contractually or otherwise.

3.2 Relation to Cable Resolution: This Franchise is subject to the provisions of the Cable Resolution as it may be amended; provided, however, that any amendment to the Cable Resolution binding on the Grantee shall be confined to the lawful exercise of the County's police powers and to changes which do not materially alter the rights or obligations of the Grantee under this Franchise. The Cable Resolution is not, however, a contract. Subject to the foregoing, the parties agree that the express terms of this Franchise shall prevail over any conflicting provisions of the Cable Resolution.

3.3 Facilities Placement: For the purpose of operating and maintaining a cable television system in the County, and in accordance with all applicable County laws and regulations, Grantee may

erect, in, over, under, or across, and along the streets within the County such wires, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, power supplies, attachments, and other property and equipment as are necessary and appurtenant to the operation of the cable television system in the County and in accordance with this Franchise and other applicable County law.

4.0 RIGHT OF COUNTY TO ISSUE FRANCHISE:

4.1 Acknowledgment and Acceptance: Grantee acknowledges and accepts the legal right of the County to issue this Franchise and that the process under which this Franchise was granted complies with all applicable law.

4.2 Indemnification in Certain Instances: Grantee agrees to defend, indemnify and hold harmless the County from any litigation, claims or liability to third parties, including reasonable attorney's fees, arising out of Grantee's operation pursuant to the County's grant of this Franchise to Grantee (excluding any litigation, claims or liability arising out of the gross negligence or willful misconduct of the County). Grantee will be required to obtain the consent of County with respect to the counsel selected to defend County against any such claims, (such consent not to be unreasonably withheld), provided, however, if the County fails to respond within ten (10) business days of receipt of such request for consent, such consent shall be deemed granted. Grantee will not settle or dispose of claims against County without the consent of County (such consent not to be unreasonably withheld).

5.0 EFFECTIVE DATE OF FRANCHISE:

The effective date of the Franchise shall be November 17, 1999, and immediately upon the taking effect of this Franchise granted to Grantee, the Grantee's previous franchise shall be superseded and of no further force and effect; provided however, that any vested rights related to billing and the County's rights to accrued Franchise fees shall not be affected thereby.

6.0 TERM:

The term of this franchise shall be for a period of fifteen (15) years from the effective date, unless sooner terminated, revoked or renewed as provided in this Agreement or the Cable Resolution.

7.0 FRANCHISE NONEXCLUSIVE:

Consistent with the requirements of the County Code and the Cable Resolution, this Franchise shall not be construed as any limitation upon the right of the County to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places. The County specifically reserves the right to grant at any time, during the term of this Franchise or renewal thereof, if any, such additional franchises for a cable system as it deems appropriate. After the effective date hereof, the County will not grant a franchise to an operator of a cable system, or amend the franchises existing on the date hereof, if the terms and conditions of such franchise or amendment are, taken as a whole, materially more favorable or materially less burdensome than the terms and conditions set forth in this Agreement. More specifically, the amount of Grantee's PEG support payments in Section 11.7 hereof shall not exceed, on a per-subscriber basis, the annual amount of any other County cable franchise grantee's annual per-subscriber payment, and Grantee shall not have to set aside any greater number of PEG access channels on its system than any other County cable franchise grantee. The County shall include provisions governing construction schedule and build-out requirements for additional franchises for a cable system taking into consideration the Service Area requirements imposed on existing cable franchise grantees and prescribe a service area and time schedule for build-out such that no grantee is competitively disadvantaged. The County shall provide Grantee with (i) written notice of any filed application for a franchise and/or (ii) at least thirty (30) days advance written notice of any hearing by the County, in which votes will be cast on an application for the grant or material amendment of a franchise by an existing or prospective cable operator. Upon Grantee's request the County shall provide Grantee with a complete copy of any such proposed agreement for a franchise grant or amendment and any other materials necessary for thorough

consideration thereof.

The Grantee shall be given an opportunity to present its objections to any term(s) of the franchise grant or amendment being considered to the County in a public proceeding. The County agrees to consider such objections in its hearing on the proposed franchise grant or amendment. In the event the County Grants a franchise to another cable system operator or materially amends any franchise existing on the date hereof, then upon Grantee's request the County shall set forth in writing the criteria evaluated and its findings in determining that such grant of or amendment to a franchise complies and is consistent with the provisions of this Section 7.0 of this Agreement.

8.0 SERVICE AREA:

8.1 Franchise Area:

8.1.1 Primary Service Area: In accordance with the Cable Resolution Grantee shall, without regard to density, continue to offer cable service to all dwelling units passed by its system on the effective date hereof within its Primary Service Area, more specifically described and defined in Appendix A hereto, except in cases covered by Section 8.3. No charge may be levied to defray the cost of extending the Cable System plant to a point in the Primary Service Area where the dwelling unit can be served by a standard one hundred fifty (150) foot drop.

8.1.2 Perimeter Properties: For all "perimeter properties" located adjacent to the Primary Service Area along the perimeter of the County, where a portion of such property lies in an adjoining jurisdiction, service, if not otherwise provided, may be offered, consistent with the service, density and line extension requirements of this Franchise, provided that easements and other necessary rights are obtained by the Grantee in any such adjoining jurisdiction.

8.2 Residential Service:

8.2.1 Mandatory Line Extension: Within its Primary Service Area, the Grantee shall, upon written request by an un-served potential subscriber in the area, extend service to any dwelling unit not already passed by the System pursuant to Section 8.1.1, in which the density of dwelling units is

at least twenty (20) dwelling units per cable mile in any area that can be served with aerial plant, and at least thirty (30) dwelling units per cable mile in any area that must be served with underground plant. No charge may be levied to defray the cost of extending the Cable System plant to a point where the dwelling unit can be served by a standard one hundred fifty (150) foot drop.

8.2.2 Low Density Areas: Within its Primary Service Area and subject to the provisions of this Section 8.2.3, the Grantee shall, upon written request, extend service to any dwelling unit in any area that has dwelling unit per cable mile density lower than that set forth in Section 8.2.1. No charge may be levied to defray the cost of extending the Cable System plant to a point where the dwelling unit can be served by a standard one hundred fifty (150) foot drop.

8.2.3 Cost-Sharing: Grantee shall offer a cost-sharing arrangement to residents requesting service in a Low Density Area whereby the Grantee and the requesting subscriber will each bear their proportionate share of construction costs to the point where the dwelling unit can be served by a standard one hundred fifty (150) foot drop. The Grantee's share will be the cost of construction multiplied by a fraction, the numerator of which will be the number of dwelling units per mile of cable plant in the area where the extension will occur, and the denominator of which will be 20 in aerial construction areas and 30 in underground construction areas. The requesting subscribers shall bear the remaining costs on a pro-rata basis.

8.3 Multi-dwelling Unit (MDU) Service: Notwithstanding the foregoing, if the Grantee cannot obtain access to an MDU, or can only obtain access if it is obligated to pay compensation to the owner of the MDU, or if more than fifty (50) percent of the units in the MDU are not free to purchase cable service from the Grantee because they are legally obligated to purchase cable service from another cable operator or multichannel video programming distributor, the Grantee may refuse a request for cable service unless and until it can reach an agreement to provide cable service to the property, and at least fifty (50) percent of the units in the MDU are free to purchase such services. However, Grantee may not, as a condition of serving an MDU, require a property owner or resident to assent to any condition inconsistent

with the line extension and non-discrimination provisions of this Agreement in order to receive cable service. Nothing in this Agreement is intended to invalidate any preexisting contract. This provision shall not be construed to prohibit bulk contracts between Grantee and the owner of an MDU.

8.4 New Housing Developments Nothing in this Agreement shall prohibit the County, the Grantee, or real estate developers from entering into an agreement whereby entire new housing developments may be pre-wired for efficient future expansion of cable service.

8.5 Commercial Services: The Grantee shall extend service to commercial locations other than dwelling units within its Primary Service Area upon request, provided that the requesting commercial/entity/customer agrees to bear reasonable costs associated with extending the CATV System to the point where the location can be served by a standard one hundred fifty (150) foot drop. Each location that agrees to take service shall be counted as a dwelling unit under Section 8.2 and a similar formula applied for determining the pro rata share owed for any line extension costs. The commercial property/customer is required to pay the cost of connecting the Cable System to locations more than 150 feet from the existing Cable System in addition to the cost of internally wiring a facility to receive cable service.

8.6 Placement with Utilities in New Developments: In newly platted developments within its Primary Service Area and any service extension beyond the Primary Service Area pursuant to Section 8.8, Grantee shall, to the maximum extent commercially and economically feasible, endeavor to install cable facilities contemporaneously with the placement of underground utilities.

8.7 Time for Extension: Where Grantee is required to provide service under this Agreement and a line extension is required to provide such service, Grantee shall make such service available within six (6) months from the date service was requested, subject to circumstances beyond Grantee's control, including but not limited to the delay or refusal of a third party to provide Grantee with necessary permits or easements.

8.8 Extensions beyond Primary Service Area: Provided that Grantee remains in full

compliance with the requirements specified in Sections 8.1 - 8.7 and Appendix A hereof concerning service availability in its Primary Service Area, Grantee may at any time after the effective date hereof extend its cable system and make cable service available in its Franchise Area beyond the Primary Service Area, provided that if Grantee does so, Grantee shall make service available to all dwelling units located within one hundred fifty (150) feet of any energized feeder cable deployed by Grantee, including to any MDU located within such distance that otherwise meets the requirements of Section 8.3. In extending its system and making cable service available beyond its Primary Service Area, Grantee shall do so in a manner that assures that cable service is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides (nor because of any legally recognized discriminatory classes including race and gender).

8.9 Annexations: The rights and privileges awarded and obligations assumed pursuant to this Franchise shall relate to and cover the entire present territorial limits of unincorporated Fulton County and any area annexed thereto during the term of the Franchise and any extension thereof. Within one hundred twenty (120) days of receipt of written notice from the County of any final annexation not subject to further appeal, which is contiguous with an area of the County currently served by the Grantee, the Grantee will propose a construction schedule meeting the County's reasonable approval, to extend its Cable System so as to provide Cable Service to any such annexed area; provided, however, that (1) Grantee shall have one year from the date of the County's notice of such annexation to provide Cable Service subject to the terms of this Franchise and, (2) so long as there is an operating Cable System provider already servicing such annexed area, the Grantee shall not be obligated to extend its Cable System to the annexed area.

9.0 SYSTEM AND CAPACITY:

9.1 System Upgrade:

9.1.1 System Capabilities: Within two (2) years of the effective date hereof, Grantee shall complete an upgrade of its System, and offer service to subscribers, satisfying the requirements of

this Section.

9.1.2 Channel Capacity: Within two (2) years of effective date hereof, Grantee shall provide at least 78 channels of programming to subscribers, unless Grantee shows that it is economically unfeasible to do so and that the economic unfeasibility is not related to Grantee's failure to establish and implement an adequate system design.

9.2 System Requirements: Within two (2) years of the effective date hereof, Grantee shall rebuild/upgrade the Cable System to deliver cable television signals processed at 750 MHz utilizing a fiber-to-node design. The cable television system shall be rebuilt or upgraded using a hybrid fiber-coaxial cable design. New passive equipment will be used except when the existing passive equipment is tested and is capable of passing 1 GHz. Fiber optic receiver nodes located throughout the Cable Television System will divide the distribution of cable signals in such a manner as to deliver cable signal of sufficient strength, quality, and reliability and to uniformly meet FCC standards throughout the entire Franchise Area served by the Grantee.

9.2.1 Upstream Activation: The RF portions of the rebuilt upgraded Cable System shall be designed with the capacity capable of providing various two-way, interactive cable services.

9.2.2 Rebuild Benchmarks: Grantee shall develop a Rebuild Schedule with quarterly percentage-based benchmarks within forty-five (45) days of execution of this agreement, and Grantee shall furnish County with a detailed System Upgrade Schedule. Grantee and County shall meet quarterly at the direction of the County to review the submitted System Upgrade System Schedule, the benchmarks, and Grantee's performance in accordance therewith, and to make necessary adjustments thereto.

9.3 Subscriber Drops:

9.3.1 Compliance with Standards: The Cable System shall be designed to meet, and shall at all times meet, all applicable Federal Communications Commission ("FCC") rules and standards. All drops shall be properly grounded in accordance with the National Electric Code ("NEC"), as it may be

amended.

9.3.2 Testing of Drops: Grantee shall periodically test drops. During the upgrade and any period thereafter, Grantee will replace subscriber drops if they fail to meet performance specifications set forth in FCC technical standards, or the NEC.

9.3.2.1 Performance Criteria: Grantee shall comply with all FCC technical and performance standards. All drops will be grounded to NEC specifications. All un-buried subscriber drop cables shall be buried within ten (10) business days of installation, weather, and ground conditions permitting.

9.4 Equipment: Grantee shall use equipment for the distribution system, head end, status monitoring and reception facilities which shall be of good and durable quality, and Grantee shall service and repair such equipment as necessary in a prompt and workmanlike manner. Channel frequencies used shall comply with EIA Cable Television Channel Identification Plan (EIA 1S-132, 6.605(a)(2), May, 1993) and any subsequent amendments.

9.5 Converters: The converter or other technology that shall be made available to all subscribers in the County shall meet FCC specifications.

9.6 Emergency Alert: Consistent with federal law, the Grantee shall provide all-channel emergency override capabilities, for use in the event of an emergency or vital public information situation, which can be operated from a standard touch-tone telephone by any authorized agent of the County. Activation of this emergency override capability will cause an audible tone to be heard by viewers of all channels and will give the agent voice control on these channels for a limited period of time, and shall cause an alphanumeric message to appear on all channels. The County's Commission Chairman or any authorized agent thereof shall have the authority to activate said emergency override capability whenever the County reasonably deems an emergency or vital public information situation to exist.

9.7 Standby Power: Grantee shall provide standby power-generating capacity at the head end. Grantee shall maintain standby power system supplies, rated for at least four (4) hours duration at all

optical node and amplifier locations throughout the distribution network and for twenty-four (24) hours at the head end.

9.8 Parental Control Devices: Grantee shall provide to subscribers, upon request, parental control devices that block both the video and the audio portion of any channel or channels to the extent that such audio and video are made unintelligible. Grantee shall also comply with all "safe harbor hours" and other standards required by applicable federal and state law. Grantee may assess such charges for parental control devices and the installation thereof as are consistent with Federal law.

9.9 Closed Caption Decoders: To the extent required by federal law, Grantee shall provide to hearing impaired subscribers, upon request, closed caption decoders. Grantee may assess such charges for closed caption decoders and the installation thereof as are consistent with federal law. Grantee shall provide annually to hearing impaired subscribers written information regarding the operation and cost of closed caption decoders.

9.10 Stereo: The upgraded/rebuilt Cable System will have the capability and shall pass Broadcast Television Systems Committee (BTSC) stereo signals for those broadcast, and locally originated services which transmit them, excluding alpha-numeric channels.

9.11 Technical Standards: Grantee's System shall at all times be installed and operated in compliance with all technical standards and signal quality standards of the FCC. This provision in no manner limits Grantee's obligation to comply with other applicable laws and regulations with respect to technical standards.

9.12 Tests and Performance Monitoring: Subject to applicable federal law limits on local authority to enforce such requirements, Grantee shall perform all Cable System tests and maintenance procedures as required by the FCC, this Franchise and applicable laws and regulations.

9.12.1 Completion Tests: Not later than thirty (30) days after any newly constructed, redesigned, or modified portion of the Cable System is made available for service to subscribers, (at a minimum 100 addresses passed) and thereafter at least twice annually, the Grantee shall conduct technical

performance tests to demonstrate full compliance with all applicable technical standards.

9.12.2 Methodology: Such tests shall be performed by Grantee in accordance with applicable FCC standards and rules. Upon request, Grantee shall submit to the County a report describing test results, instrumentation, calibration, and test procedures, and the qualification of the engineer responsible for the tests.

9.12.3 Test Points: Cable System monitor test points shall be established as required by FCC rules and standards and shall be randomly selected throughout the franchise area such that at least 50% of the test points have not been used as test points tested in the previous twelve (12) months.

9.12.4 County-Required Tests: Whenever there has been a pattern of complaints made or when there exists other evidence, which, in the reasonable judgment of the County, casts doubt on the reliability or quality of the Grantee's system, the County shall notify the Grantee in writing of any deficiencies and shall have the right and authority either to (a) compel the Grantee to test, analyze, and report on the performance of its system; or (b) have or select the County's own Broadband Communications Engineer (BCE) test, analyze and report on the performance of Grantee's system. Tests will be conducted within a reasonable time after requested but in the case of option (a) above, not later than thirty (30) days unless mutually agreed upon by the parties hereto. Reports on such tests shall be delivered to the County no later than fourteen (14) days after completion of the tests. The report shall include the following information: a summary of the reasons given by the County for requesting the special tests; the Cable System component tested; the equipment used, and procedures employed in said testing; the results of such tests; and methods by which any complaints were resolved and the date of such resolutions. Said tests and analyses shall be supervised by a qualified Broadband Communications Engineer (BCE as certified by the Society of Cable Television Engineers) who shall sign all records of the special tests and forward same to the County with a report interpreting the results of the tests and recommending what actions should be taken. If, as a result of the tests, it is determined that there is any

technical defect affecting the reliability or quality of the System, or if the requested test is performed no more than once a year, the test shall be at the expense of the Grantee. If no such defect is found and the County has requested the test more than once in a year, the test shall be at the expense of the County.

9.12.5 Maintenance Log: Grantee shall maintain an annual log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance. The entries in such log shall be retained by Grantee for a four-year period and shall be subject to inspection and copying by the County or its designee during Grantee's regular business hours upon request. Upon request but no more than once annually, the County shall be provided with copies of such log.

9.13 Notice of Shutdown: Grantee shall use its best efforts to give subscribers notice on a cable Information Channel at least twelve (12) hours before any planned shutdown for maintenance, construction or major equipment change-outs. If that shut down will result in loss of service to a neighborhood fiber node or larger area, except where that planned maintenance requires no more than two (2) hours interruption between 0100 and 0600 it shall not require notice to subscribers. Rather, such limited maintenance shall require that Grantee make such information accessible via telephone to subscribers inquiring into the possibility of such interruption at least five (5) days in advance thereof. Grantee shall also provide this information to the County Cable Manager.

9.14 Ongoing Preventive Maintenance: Grantee will adhere to an ongoing preventive maintenance program and a written description thereof shall be submitted to the County annually. Grantee shall include with such planned maintenance documentation reports detailing the results of such program for the previous year ("Maintenance Status Update Reports"). The County may request supplemental Maintenance Status Update Reports provided that (i) such request is not made more than once each quarter (ii) such request is made in writing within (60) days following the expiration of any quarter included within the period specified by the County and (iii) such request covers previous periods of time and cannot be made as forward reaching standard requests.

9.15 Employee Identification: Grantee shall provide a standard identification document to all employees, including employees of independent contractors who come into contact with the public. Such identification is to include a photo identification badge to be worn, and a form of printed identification, including a telephone number that can be used to verify identification that can be left with individuals for purposes of record. In addition, Grantee shall clearly identify or cause to be identified all field personnel, vehicles and other major equipment operating under the authority of Grantee to the extent reasonably possible.

9.16 Universal Access To System Services and Capacity: In the event that Grantee offers services, deploys technologies, or expands channel capacity of its System within Fulton County beyond that required hereunder, Grantee shall, within two (2) years of making such offering, deployment, or expansion, make such services available, deploy such technology or expand its capacity uniformly to all subscribers in the County serviced by its System. The foregoing shall not apply to bona fide test market service offerings, provided that such offerings are offered on a non-discriminatory basis and are of limited, pre-determined duration. Notwithstanding the foregoing, and with respect to digital service offerings only, after three (3) years Grantee may apply to the County for a waiver of the requirements of this Section, and the County will grant such a waiver if Grantee can demonstrate either that (a) the digital service offering at issue is still a bona fide test; or (b) it would not be economically feasible to extend the

offering to all subscribers served by Grantee's System.

9.17 Products and Services: Grantee shall provide diverse categories of programming which in its sole discretion meets the needs and interests of the County. In the event Grantee institutes any change in the programming services carried on the System, it shall provide advance notice to subscribers and the County in accordance with FCC's and the County's Customer Service Standards.

9.18 State of the Art Review:

9.18.1 Requirement: Subject to the provisions of this section, the County may require the Grantee to upgrade the System to incorporate the State of the Art ("State of the Art Option").

9.18.2 Initiation: The County may not initiate the State of the Art review at a time when either (i) the Grantee's subscriber penetration (subscribers divided by dwelling units passed) is less than thirty percent (30%); or (ii) Grantee's penetration has been reduced by at least fifteen percent (15%) from the average subscriber penetration for the preceding three (3) years; or (iii) "effective competition," exists as defined in the Cable Act.

9.18.3 Process: In order to initiate the State of the Art Option, the County shall first commence a review of the Cable System. There shall not be more than one (1) such review every three (3) calendar years and may not occur prior to the fifth (5th) anniversary of the effective date of this Agreement or after the (12th) anniversary of the effective date of this Agreement.

9.18.3.1 Review: The review shall, at a minimum, take into account the following:

- i. Characteristics of the existing System;
- ii. The State of the Art (as defined in 9.18.5);
- iii. The additional benefits provided to customers by the State of the Art;
- iv. The marketplace demand for the State of the Art taking into account any associated rate increase and the costs of any State of

the Art upgrades or changes; and any additional factors deemed relevant by the County or the Grantee.

9.18.3.2 Public Hearing: If, after conducting such a review, the County determines that the exercise of the State of the Art Option may be warranted, the County shall hold at least two (2) public hearings to enable the public and Grantee to comment and present additional evidence.

9.18.4 Implementation: If, following such hearings, the County determines that the exercise of the State of the Art Option is warranted, it may order that the State of the Art be implemented ("the Order"). The Order shall be in writing and shall set forth the basis for the County's decision. Upon agreement, the parties may amend this Franchise accordingly. If the parties cannot reach agreement to amend the Franchise pursuant to such Order, the Grantee may, within sixty (60) days after the County's Order:

9.18.4.1 Recourse: At its discretion, Grantee may either (a) request non-binding arbitration or (b) notify the County pursuant to Section 626 of the Cable Act ("Section 626 Notice") that it wishes to commence proceedings to renew the Franchise. The Section 626 Notice shall be deemed to shorten the term of the Franchise such that the Franchise will expire thirty-six (36) months from the date of the Grantee's notice. If such renewal proceedings are commenced, Grantee shall not be deemed to be in violation of the Order or of the Franchise solely by reason of exercising its option under this paragraph.

9.18.5 "State of the Art": "State of the Art" shall mean the offering of services, deployment of technologies, channel capacity or channel activation that:

A. is readily available with reasonable delivery schedules from two (2) or more sources of supply;

B. is performing the intended functions as demonstrated within other communities served by Grantee with similar characteristics (including, but not necessarily limited to franchise term, overall population, density, subscriber penetration, business growth, local laws, and regulations

concerning the Cable System, etc.) under actual operating conditions for purposes other than test or experimentation; and

C. can be implemented by the Grantee in an economically feasible manner taking into account economic waste (i.e., early retirement of assets), market conditions and the remaining term of the Franchise.

The term "State of the Art" does not include equipment or facilities associated with public, educational, or governmental access.

9.19 Periodic Subscriber Survey: Commencing in the third year after the effective date of this Agreement and every three (3) years thereafter, Grantee shall conduct (in a manner consistent with Grantee's reasonable business judgment) a random survey of County Subscribers and former subscribers or conduct focus groups with subscribers and former subscribers. The surveys or focus groups will be prepared and conducted in good faith so as to provide reasonably reliable measures of subscriber satisfaction with the Cable System, (including, among other issues, customer service, programming and other related areas), as a means of determining the needs and interests of subscribers. Grantee may decide the manner in which it will conduct the survey, provided that it is unbiased and statistically valid. Results of the survey shall be proprietary but may be used by the County for review in evaluating Grantee's performance. The Grantee shall provide the County in writing with the results of the survey or focus groups within forty-five (45) days after the survey or focus group is completed.

10.0 CONSTRUCTION:

10.1 Cable Upgrade and Institutional Network System Design Review:

Upon the County's written request, the Grantee shall submit design information for the rebuild/upgrade of the Cable System and institutional network to the County, and simultaneously to any party designated by the County to review said information on behalf of the County, to determine if the upgraded Cable System or institutional network design meets the requirements of this Franchise and other applicable County law. Design information submitted by the Grantee shall include: engineering design

maps, test plan and records for the existing underground and aerial distribution plant, key map for design maps, Cable System and institutional network level design information (e.g., block diagram of head end, satellite or off-air studies, power supply map), and the name of the engineer who will be available to discuss project details. The County may not reproduce Grantee's system design information but Grantee shall make available, and County may reproduce, GIS mapping showing where Grantee's facilities are located in County right-of-way.

10.2 Right to Inspection of Construction: The County or its designee shall have the right to inspect, at reasonable times with reasonable notice and in such a manner so as not to disrupt the business or construction operations of Grantee, all construction or installation work performed subject to the provisions of this Franchise and applicable laws and regulations, and to make such tests as it shall deem necessary to ensure compliance with the terms of this Franchise, the Code, and all other applicable law. Grantee shall cooperate fully with the County during all inspections and tests and shall provide reasonable access to all equipment, records, and other materials and information necessary for such inspections and tests. Except as otherwise provided by this Franchise, the Code, applicable law, or regulation, all inspections and tests performed by the County shall be at the County's sole cost and expense.

10.3 Construction Standards:

10.3.1 Compliance with Construction Standards: Grantee and its subcontractors shall construct, rebuild, upgrade install, operate and maintain its Cable System and the institutional network in a manner consistent with all applicable laws and regulations, including but not limited to County construction standards, County Public Work Standards, and applicable laws and regulations and safety regulations, as may be amended from time-to-time, and, in addition, shall comply with all the provisions of this Section 10.

10.3.2 Contractor Qualifications: Any contractor proposed for work on construction, installation, operation, maintenance, and repair of Cable System and institutional network equipment must be properly licensed and insured under laws of the State and all County laws.

10.3.3 Installation: Grantee shall also insure that all equipment is installed in accordance with good engineering practices, and shall comply with all existing County regulations, resolutions, and State laws so as not to unreasonably interfere with the rights of the public or individual property owner, and so as not to unreasonably interfere with the travel and use of public places and streets by the public. During the construction, repair, or removal thereof, Grantee shall not, except as permitted below, obstruct or impede traffic.

10.3.4 Minimum Interference and Safety Precautions: Grantee shall, at all times, install, maintain and locate all transmission lines, equipment, and structures within its control so as to cause minimum interference with the rights and reasonable convenience of property owners, and shall at all times keep and maintain such transmission lines, equipment and structures in a safe and adequate condition, and in good order and repair. Grantee shall, at all times, employ necessary and reasonable care, and shall install, maintain, and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisances to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public.

10.3.5 County Maps: The County does not guarantee the accuracy of any maps in the possession of the County provided by public utilities or prepared by the County which show the horizontal or vertical location of existing substructures.

10.3.6 Inspection: Grantee shall make available for inspection and copying to the County, and upon request provide, the most current map of the Cable System in the County showing the type, style and location of all lines, poles and other fixtures of the Grantee.

10.3.7 Quality of Construction: Construction, installation, operation, and maintenance of the cable television system shall be performed in an orderly and workmanlike manner, in accordance with then-current technological standards. All cables and wires shall be installed, where reasonably possible, parallel with electric and telephone lines. Where reasonably possible, multiple cable

configurations shall be arranged in parallel and bundled with due respect for aesthetic and engineering considerations.

10.3.8 Antennas: Any antenna structure used in the Cable Television System shall comply with construction, marking, and lighting of antenna structure standards as required by Federal, State, and local laws or regulations.

10.3.9 RF Leakage: The Grantee shall ensure that RF signal leakage will be monitored, maintained and logged as prescribed in the FCC rules. Any incidents of signal leakage in excess of those limits specified in the FCC Rules must be promptly and effectively corrected. The Grantee will promptly investigate, and correct as necessary, all complaints suspected to be related to the ingress/egress of RF signals into/from the Cable Television System.

10.3.10 County Laws: All work in any way necessitated by the business of the Grantee which may involve the opening, breaking up or tearing up of a portion of a street, sidewalk, or other part of any County-owned or County-controlled property, shall be done and repaired in accordance with County permit and other procedures, including without limitation, Public Works Standards set forth in Appendix B hereof, as may be amended from time to time. Nothing herein shall be construed as a requirement that the County conduct an excavation or repair on behalf of or as agent for the Grantee.

10.3.11 Restoration of Property: The Grantee, at its sole expense, shall restore all damage to property, both public and private, caused by Grantee or its agents in the construction, extension, upgrade, operation, maintenance and repair of the Cable System and institutional network. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration. In no event shall such restoration be made later than fifteen (15) business days (availability of materials, weather and/or ground conditions permitting) after the Grantee's receipt of written notification from the owner of the property so damaged, unless otherwise mutually agreed in writing by the Grantee and the property owner. Any repairs of public or private property shall comply with any duly promulgated County standards for such repairs. Grantee will maintain reasonable records of any such damages, and

will provide such records to the County and the property owner or manager upon written request. To the extent feasible, such reports will include the date of damage incident, type of damage, copy of notice from property owner (if any), necessary repairs, date of repairs, signed release from property owner, and any additional information deemed appropriate by the County.

10.3.12 **Underground Installation:** All installations shall be underground in those areas of the County where public utilities providing either telephone or electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are above ground at the time of installation, Grantee may install its service above ground, provided that at such time as those facilities are required to be placed underground by the County or are placed underground, the Grantee shall likewise place its services underground without additional cost to the County. Grantee may apply for a waiver from the County's Public Work Department of the under-grounding requirement by demonstrating to the County's reasonable satisfaction the lack of feasibility of constructing Grantee's facilities underground.

10.3.12.1 **Underground Installation at Property Owner's Expense:**

Where not otherwise required to be placed underground by this Franchise or other County law, the Grantee's Cable System shall be located underground at the request of the property owner, provided that the excess cost over the aerial location shall be borne by the property owner making the request.

Commonly accepted, jacketed and flooded underground cable will be used in underground construction. At Grantee's discretion, either conduit or interduct may be used during underground construction so long as it is used in accordance with all applicable laws and regulations and safety considerations.

10.3.12.2 **Prompt Burial:** New cable drops which are intended to be underground shall be buried within ten (10) business days of placement, weather and ground conditions permitting.

10.3.13 **Equipment Housing:** Where Grantee has obtained required permits to install in public right-of-way structures of cabinets of an outside volume exceeding 125 cubic feet (i.e.: 5' x 5' x 5') housing mini-hubs, switching or other racked equipment, Grantee shall take reasonable steps to ensure that

such structures are aesthetically pleasing and complimentary to the surroundings, utilizing as necessary to that end the following: shrubbery, fencing, brick wall, flowering plants, etc.

10.3.14 Disconnection and Relocation: After receipt of fifteen (15) days written notice from the County or its designee except in cases of emergencies requiring immediate action to protect the health, safety and welfare of the public, Grantee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other streets and public grounds, or remove from any street or any other public ways and places, any of its property as necessitated by reason of traffic conditions, public safety, street construction, change or establishment of street grade, building moves, or the construction of any public improvement or structure, facility, utility or service by the County or any other governmental entity.

10.3.15 Movement of Facilities:

10.3.15.1 Movement For Other Users of Rights-of-Way: If any removal, relaying or relocation is required to accommodate the movement, construction, operation or repair of the facilities of another person that is authorized to occupy the Streets, Grantee shall remove, relocate or relay its Cable System within twenty (20) business days, subject to Grantee receiving any necessary permits, after receiving written notice from such person that such removal, relocation or relaying is required subject to any right of compensation the Grantee may have, including any right to prepayment of costs.

10.3.15.2 Movement For Third Parties: The Grantee shall, upon the request of any person holding a permit issued by the County that requires such, temporarily raise, lower, relay, relocate or remove its wires, cables and other facilities to accommodate the activity contemplated by the permit. The reasonable cost of such temporary raising or lowering, relaying, relocation or removal of the Grantee's facilities shall be paid by the person requesting the same, and the Grantee shall have the authority to establish the reasonable cost of such changes and require such payment in advance. The Grantee shall temporarily move its System as required under this Section if required payments are made and the Grantee is given at least forty-eight (48) hours advance written notice to arrange for such

temporary changes.

10.3.15.3 No Vested Property Rights: Except as may be otherwise provided under federal or state law, Grantee's placement of its Cable System pursuant to its Franchise shall not be deemed to give that Grantee a property or other interest in any particular location within the Streets, or a preference over any other entity authorized to use such property. The County reserves the right to designate where a Cable System is to be placed within the Streets for the purposes of protecting current or future use of the streets to promote the public health, safety or welfare.

10.3.16 Tree Trimming: The Grantee may trim trees or other vegetation encroaching on the County's right-of-way to prevent branches, leaves or roots from touching or otherwise interfering with its wires, cables, or other structures, provided that such trimming or pruning shall be at the expense of the Grantee and shall be in accordance with applicable ordinances, rules, regulations, and procedures of the County. Should the Grantee, its contractor or agent, fail to remove such trimmings within forty-eight (48) hours, the County may remove the trimmings or have them removed, and upon receipt of an itemized bill from the County, the Grantee shall promptly reimburse the County for all reasonable costs incurred in connection with trimming removal. Grantee is responsible for all damage caused to trees or other vegetation.

10.3.17 Public Property:

10.3.17.1 Permits Required: In addition to the requirements of this Section, the Grantee shall, prior to performing any excavation of any public right-of-way for underground construction, notify the Public Works Department and obtain a permit as required by the County. Approval shall be given if the proposed excavation is in compliance with the requirements of the County. The failure of the Grantee to request and obtain a permit from the County prior to excavation of any public right-of-way will subject Grantee to a stop-work order from the County or enforcement action pursuant to the County's Code. Failure to act upon the permit within sixty (60) days of issuance shall cause the permit to become invalid, and will require the Grantee to obtain another permit unless otherwise agreed to in

writing by the County.

10.3.17.2 Repairs and Reimbursement: The Grantee shall properly replace and repair the surface, base, and landscape treatment of any public sidewalk right-of-way that may be excavated or damaged by reason of the erection, construction, maintenance, or repair of Grantee's facilities within a reasonable time after completion of the work in accordance with existing standards of the County in effect at the time of the work. Grantee shall give to the County twenty-four (24) hours' notice prior to undertaking any repair, replacement, or extension of its service on public rights-of-way which require a County permit. Upon failure of the Grantee to perform any such repair or replacement work, and after ten days' notice in writing shall have been given by the County's Public Works Department to the Grantee, the County may repair such portion of the public right-of-way as may have been disturbed by the Grantee, its contractors or agents, and upon receipt of an itemized bill from the County, the Grantee will promptly reimburse the County for all reasonable costs so incurred. Notwithstanding the foregoing, if the County determines that the failure of the Grantee to properly repair or restore the public right-of-way constitutes a safety hazard to the public, the County may undertake emergency repairs and restoration efforts. The Grantee shall promptly reimburse the County for all reasonable costs incurred by the County. Should the County reasonably determine, within three (3) years for the surface or base, and within ninety (90) days for landscape treatment, from the date of any restoration performed by the Grantee, that such surface, base, or landscape treatment requires additional restoration under this section work to meet the standards of the County in existence at the time of such restoration, the Grantee shall perform such additional restoration work to the reasonable satisfaction of the County within a reasonable period of time following notice from the County.

10.3.17.3 Location of Facilities:

10.3.17.3.1 Location of County and Utility Facilities: Before undertaking any construction or maintenance, Grantee shall use its best efforts to locate, in advance, any water, sewage drainage, power, and telephone lines and any other County-owned facilities or structures in

the streets. Any damages or alterations that occur to the County's water, sewage or drainage lines or to any other County-owned or County-controlled structures in the Streets during the construction which are due to the presence, operation or maintenance of the Cable Television System, or to the Grantee's actions or failure to act, shall be the Grantee's responsibility unless such damage was the result of Grantee's justifiable reliance on information furnished to Grantee by the County. Upon receipt of an itemized statement detailing such cost, Grantee shall promptly reimburse the County the cost of such repairs made by the Public Works Department including all services and materials. All necessary easements over and under private property shall be secured by the Grantee. The County Public Works Department and Grantee may separately agree to standards which temporarily or permanently supersede the requirements set forth herein.

10.3.17.3.2 Location of Grantee's Facilities: Promptly upon request, Grantee shall identify the location of its facilities for the County and for others performing work in or around areas where Grantee's Cable System may be present.

10.3.17.3.3 Utility Protection Center Service: Grantee shall belong to, and participate in, and abide by the requirements of, any joint utility location service or Utility Protection Center Service.

10.3.18 Approval for Poles: No poles shall be erected by the Grantee without prior approval of the County with regard to location, height, types and any other pertinent aspects. However, no location of any pole or wire-holding structure of the Grantee shall give rise to a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the County determines that the public convenience would be enhanced thereby.

10.3.19 Requirements to Use Existing Poles: Where poles already existing for use in serving the County are available for use by the Grantee, but it does not make arrangements for such use, the County may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are satisfactory

to the Grantee.

10.3.20 Joint Use of Facilities: The Grantee shall grant to the County, free of expense, joint use of any and all poles, and at Grantee's standard charge assessed users of such facilities, and up to 10% of any unused conduit not engineered for future expansion or upgrade of the Cable System owned by Grantee for any proper County government purpose, insofar as it may be done without interfering with the use of the Grantee's own poles, conduit, and other equipment and facilities or with any cable service or other service or business conducted by Grantee by means of such facilities. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If, in accommodating the County's joint use of its poles, the Grantee is required to change or replace poles or install new poles, the County shall compensate the Grantee for such additional expense.

10.3.21 Private Property: All easements over and under private property shall be secured by the Grantee in advance of commencing any construction on privately owned property.

10.3.21.1 Notices: Grantee shall provide property owners with seven (7) days notice of the date of any construction or rebuild construction activities prior to such construction in the right-of-way adjacent to such property owners.

10.3.22 Conversion: Subscribers shall not be charged by Grantee for conversion of subscriber service drops from the existing Cable System to the rebuilt Cable System. In the event that special additional or customized equipment is requested by any subscriber or is required to provide service to any subscriber, Grantee may charge the subscriber for such equipment and installation consistent with FCC regulations. Grantee shall perform the conversion to the rebuilt Cable System in a manner which will cause the least possible interruption of service for customers. Grantee will notify subscribers and the public in general of the conversion, using two or more of the following: bill stuffers, direct mail, news releases, character-generated "crawls" on selected cable channels, door hangers, radio announcements, and community bulletin board announcements.

10.4 Construction Manual: Grantee shall construct/rebuild the Cable System in accordance with

Grantee's construction manual, which shall be consistent with all applicable law and rules, safety codes and sound and accepted industry practice and shall be made available to the County for review and copying by request.

11.0 ACCESS EQUIPMENT AND SERVICES AND INSTITUTIONAL NETWORK

11.1 Public, Educational and Governmental ("PEG") Access Channels:

11.1.1 Initial Access Channels: During the rebuild, Grantee shall continue to dedicate the access channel that Grantee currently carries (the Atlanta-Fulton County Library Channel-renamed FGTV, and an educational access channel). Consistent with the Rebuild Schedule required by Section 9.1 and 9.2 and as the rebuild is completed in each part of Grantee's System, Grantee shall provide a total of four (4) dedicated access channels for PEG use ("Initial Access Channels"). Grantee shall reserve at least three (3) additional access channels for PEG use (which shall be referred to as the Additional Access Channels). Grantee may use and program the Additional Educational Access Channels for its own commercial or leased purposes unless or until the County activates an Additional Access Channel. The County shall give Grantee six (6) months written notice of its intent to commence programming on an Additional Access Channel.

11.2 Additional Access Channels:

11.2.1 Activation: The County may not activate an Additional Access Channel unless:

- (1) The Initial Access Channels and any Additional Access Channels are being utilized with non-duplicative programming during at least forty (40) hours per week, Monday through Sunday, for eight (8) consecutive weeks; computer generated messaging shall not count toward this forty-hour per week programming test; and
- (2) The Board of Commissioners will hold a public hearing at which the Grantee,

PEG users, and other members of the public will be given the opportunity to be heard concerning the planned use of the Additional Access Channel and the need or demand for such channel. The Advisory Board will make a recommendation to the Board of Commissioners, who will make the final determination in accordance with the requirements of this section.

11.2.2 Deactivation. Grantee may, on three (3) months prior written notice, deactivate an Additional Access Channel (but not an Initial Access Channel) if the Additional Access Channel is not programmed with non-duplicative programming during at least forty (40) hours per week, Monday through Sunday, for three (3) consecutive months; computer generated programming shall not count toward this forty hours per week programming test.

11.3 Dedication of PEG Capacity: The County reserves the right to designate and allocate access channel capacity among governmental, educational and public access users and to assign or delegate responsibility for administering or managing some or all of the access channels either to a nonprofit entity ("Designated Access Organization") or, with the written consent of the applicable grantee, to Grantee or another cable television franchise grantee in the County, provided, however, that the County agrees that all programming on the PEG channels will be non-commercial in nature.

11.4 Carriage of PEG: Unless the County otherwise agrees in writing, all PEG access channels shall be carried on the basic service tier, and converters shall not be required for reception of PEG Access channels unless they are required for all other channels on the basic tier.

11.5 Interconnection: Grantee shall interconnect its Cable System with that of other County cable franchise grantees (and for other municipalities located within Fulton County if that municipality provides permission for interconnection) for purposes of distributing PEG access programming no later than 120 days after execution of this agreement unless otherwise agreed to by the County. The interconnection point shall be either at a point mutually agreed upon by Grantee and such other County Cable Franchise grantee or at a point on Grantee's energized trunk which is nearest to

energized trunk of such other County Cable Franchise grantee. Grantee and the other County cable franchise grantees shall each bear their own costs of such interconnection. Grantee shall be deemed to have satisfied this requirement by interconnecting its system with that of one of the other County cable franchise grantees provided that such interconnection enables Grantee to cable cast on its system PEG programming originated on any other County cable Grantee's system, and enables PEG programming originated on Grantee's System to be cable cast on all other County cable grantees' systems.

Interconnection shall be accomplished in a manner so that the signal quality of PEG programming shall not be inferior to that of other programming by reason of the interconnection facilities used.

11.5.1 PEG Origination Points: Grantee shall continue to provide access origination capacity at the Atlanta-Fulton Public Library, 1 Margaret Mitchell Square, NW, to ensure the carriage of the FGTV channel formerly the Atlanta-Fulton Library Channel. Upon completion of the Rebuild, Grantee shall provide access origination capacity at its own expense at the locations delineated in Appendix C. The County has the right to request additions to the list of facilities requiring access origination capability, as needed, and on terms as may be agreed to with Grantee, at such time the request is made. Such capacity shall enable each of these buildings to transmit live noncommercial access programming over the Cable System. Other origination points meeting the line extension requirements may be added during the life of this Franchise, subject to the mutual agreement of the parties.

11.5.2 Origination Equipment: The designated access entities having the capability to provide origination of PEG access programming over the Cable System shall provide any and all modulation or fiber transmission and interconnection equipment necessary at the origination points specified herein in order to connect to Grantee's Cable System, and the Grantee shall only be obligated to provide, at its own expense, headend equipment necessary to receive and retransmit all public, education, and government access channels programming of which the strength of the signal is sufficient to permit retransmission according to FCC standards, including the Atlanta-Fulton County Library Channel, renamed FGTV. The Grantee shall also provide equipment with the capability to provide closed or open

captioning for public access programming.

11.6 Internet Services: In the event that Grantee begins to provide high-speed Internet access services by cable modems to its subscribers' personal computers on a commercial basis within its Primary Service Area, then, Grantee shall within thirty (30) days of receiving a written request from such public school or library provide free high-speed Internet access service and a free cable modem to each school and public library located within the Primary Service Area within three-hundred (300) feet of Grantee's activated feeder cable for as long as Grantee decides, in its sole discretion, to continue to provide high-speed Internet services to Grantee's subscribers who receive cable services from the same fiber optic node from which the specific school or public library receives its cable services. Except as expressly stated herein, this requirement shall not expand the obligations of the Grantee regarding cable facilities installation necessary for the provision of non-premium basic and cable programming service to all County facilities, public schools, and public libraries in accordance with Section 11.10.1 of this Agreement.

11.7 Capital Costs for PEG Access Facilities and Equipment: Grantee agrees to pay to the County the amounts set forth in Sections 11.7.1 and 11.7.2 for capital costs for PEG access facilities and equipment. Grantee shall have the right, if it wishes and consistent with applicable law, to collect the required payment through a specific itemized charge on subscribers' monthly bills.

11.7.1 Initial PEG Grants:

Grantee shall, on or before February 1, 2000, pay to the County Five Hundred Thousand Dollars (\$500,000) for capital costs for PEG facilities and equipment. Grantee shall, on or before February 1, 2001, pay to the County Seven Hundred Thousand Dollars (\$700,000) for capital costs for PEG facilities and equipment.

11.7.2 Annual Per Subscriber Payments:

The amount of the annual per year per subscriber payment made by Grantee during the term of this franchise shall be as follows:

Amount of Annual

Year of the Franchise	Subscriber Payment
1	\$3.50
2	\$3.50
3	\$3.50
4	\$3.50
5	\$3.50
6	\$3.50
7	\$3.50
8	\$3.50
9	\$3.50
10	\$3.50
11	\$3.50
12	\$3.50
13	\$3.50
14	\$3.50
15	\$3.50

11.7.3 Payment Due: The first annual per subscriber per year payment shall be due and payable thirty (30) days after the expiration of the first calendar quarter after the effective date of the Agreement, and thereafter shall be paid thirty (30) days after the expiration of each calendar quarter of every calendar year, pro-rated on an annualized basis so that each quarterly payment equals one quarter of the amount due for the year.

11.7.4 Accounting: All funds provided by Grantee pursuant to Sections 11.7.1 and 11.7.2 shall be kept by the County in a separate account and used exclusively for procuring equipment and facilities for PEG access channels. The County will determine in its sole discretion the allocation of funds among public, educational and governmental access.

11.8 Technical Assistance: Grantee shall provide the technical assistance, with existing staff, required to train public, educational and government access producers to cable cast closed circuit programming on the Cable system via the access channels.

11.9 Unsold Advertising: Unless otherwise used by Grantee for commercial purposes, Grantee shall make available (a) a minimum of one (1) and (b) up to a maximum of three (3) 30-second spots for each of the three PEG access categories (content to be determined by access originator) per week, for spots promoting public, educational, and government (PEG) access programming. All costs associated with the production of such advertising spots shall be the sole responsibility of the access originator.

11.9.1 PEG Programming Listing: The Grantee shall list public, educational, and government access programming on all print and cable cast program guides in the same manner as and so long as, the Grantee makes use of such guides for other programming, provided that designated access channel users shall meet production deadlines for publication or cable casting of scheduled programming. This paragraph shall not be construed to require Grantee to advertise or promote PEG access programming in the same manner as premium, pay-per-view, or any other service advertised or promoted in such program guide.

11.9.2 Subscriber Magazine: Subject to cost-based print and page limitations, the Grantee shall include in any comprehensive subscriber magazine, which the Grantee elects to publish, articles provided by the County or any other PEG access originator highlighting public, educational, and government access activities and programs. Grantee will inform the County of publication and related schedules so that the County may contribute information to such publications if deemed prudent by the County.

11.10 Cable Drops and Monthly Service:

11.10.1 Government Signal Access: Within its Primary Service Area and to all County facilities, schools and public libraries within 300 feet of Grantee's energized feeder cable, Grantee shall provide free non-premium basic and cable programming service as defined in the Cable Act, free

converters, free installation of one (1) outlet and free non-premium service for that outlet, waiver of converter deposits, if applicable, and free cable drops capable of supporting multiple reception points (consistent with multiple reception point capability provided by Grantee) to all County-owned or managed facilities, all schools under the jurisdiction of the Fulton County School System, and all public libraries located within Grantee's Primary Service Area (including any such installation located in any Fulton County incorporated municipality that it services if such municipality consents), provided that such institutions shall pay for the cost of internal wiring, additional outlets, aerial drop cable (and installation thereof) in excess of 300 feet, any underground drop cable (and installation thereof), and any necessary plant extension. Permitted charges to the institutions for construction performed by the Grantee shall not exceed direct costs, including labor and materials, plus a reasonable profit to the Grantee. The Grantee shall perform installations within sixty (60) days of receiving a written request from an institution specified herein (and within (90) days if such institution is located more than 300 feet of Grantee's energized cable), provided, however, that Grantee can obtain all necessary permits and easements. At no additional cost, Grantee shall provide an aerial drop (and installation thereof) to the Fulton County Public Schools and libraries listed on Exhibit I within (2) two years of the effective date of this Agreement.

11.11 Leased Access Channels: Grantee shall offer leased access channels at such terms and conditions and rates as may be negotiated with each lessee subject to the requirements of the Cable Act.

11.12 Minority Programming: The Grantee shall allocate sufficient resources to implement the following to strengthen and increase local minority programming: and

- (i) Assist the County in conducting an annual survey of producers of local minority programming;
- (ii) Distribute the results of the survey to programmers from whom the Grantee purchases programming; and

- (iii) Every two years, on a joint basis in cooperation with all other County cable television grantees, conduct a conference at a mutually agreed upon location to draw attention to local producers of minority programming and buyers of programming.

Grantee, upon consent of the County, may act on a joint basis in cooperation with other cable television franchise grantees, and in conjunction with other franchising authorities to satisfy the requirements set forth in this Section 11.12.

11.13 Institutional Network:

11.13.1 Obligation to Construct Institutional Network: Grantee shall, within two (2) years of the effective date of this Franchise, complete construction of an institutional network for County use, meeting the description and specifications set forth in Appendix D hereto, which is incorporated herein by reference. Grantee agrees to cooperate in good faith with the County in the planning and prioritization of completion of various segments of the Institutional network. Grantee also shall provide a representative to work directly with the County in the planning and prioritization of the Institutional Network. In addition, if the County constructs or acquires an additional County annex/service center facility north of the Chattahoochee River, Grantee shall extend the Institutional Network described in Appendix D to that facility, with the costs of such extension being equally shared between Grantee and the County, provided, however, that Grantee's aggregate financial contribution to such extension of the Institutional Network shall not exceed \$400,000.

11.13.2 Obligation to Maintain Institutional Network: Grantee shall, throughout the term of the Franchise, maintain the Institutional Network to the standards and specifications set forth in Appendix D.

11.13.3 Treatment of Costs: Grantee shall have the right in its sole discretion and to the extent consistent with applicable law to collect any and all costs associated with construction and/or maintenance of the Institutional Network through a specific itemized charge on subscribers'

monthly bills.

11.13.4 County Use of Institutional Network: County agrees that the Institutional Network will not be used by the County nor leased by the county to others for commercial purposes.

11.14 Relation to Franchise Fee: Grantee agrees that none of the costs associated with complying with this Section 11 are franchise fees, and that all such costs fall within one or more of the exceptions to 47 U.S.C. Section 542. Nothing in this Section shall be construed to preclude Grantee from recovering any and all costs associated with the fulfillment of the requirements of this section consistent with applicable law.

12.0 SUBSCRIBER INFORMATION AND POLICY:

12.1 Information: Upon in-person solicitation of service or connection of cable service and annually thereafter, and at any time upon request, Grantee shall furnish to each subscriber or potential subscriber a simple but complete written explanation of all services offered; the fees, charges, terms and conditions of such services; information regarding billing, rebates, and service calls; procedures for ordering changes in or termination of services; complaint procedures; information regarding the availability of parental control devices; a complete statement of the subscriber's right to privacy in conformance with the Communications Act of 1934, 47 U.S.C. Section 551; information concerning the utilization of Recording, Playback and Video Control Devices (VCR type devices) with cable service(s), and the cost, if any, for hooking up such VCR type devices so that they function as manufactured. Such written materials shall clearly disclose the price and other information concerning Grantee's least costly service. Such material should also be provided to the County at least once annually.

12.2 Standards: The Grantee shall meet the customer service standards set forth in Appendix E and those promulgated by the Federal Communications Commission on April 7, 1993, or any standards subsequently adopted by the FCC which supersede those released on April 7, 1993, and the requirements of this Franchise and the Cable Resolution. The County reserves the right, consistent with applicable law,

to promulgate new, revised or additional customer service standards.

12.3 Equipment: The Grantee shall meet all requirements of the American with Disabilities Act.

12.4 Records and Reports: Grantee shall keep accurate records documenting and categorizing written subscriber and resident complaints, and concerning its performance with regard to customer service standards, and submit to the County on a quarterly basis within thirty (30) days after the end of each quarter, reports sufficient to demonstrate whether or not Grantee is meeting customer service standards in the County. The Grantee shall segregate County data from metro Atlanta data to the extent reasonably practicable under the circumstances. The County reserves the right to audit the records from which the summary reports are generated to the extent allowed by subscriber privacy and other applicable laws.

12.5 FEES AND CHARGES

Grantee shall maintain on file with the County a current complete schedule of rates and terms of Cable Service offered to residential subscribers as required in Section 21 of the Cable Resolution. All rates, fees, charges, and deposits to be imposed by the Grantee covered by this Agreement or any affiliated person for any Cable Service as of the Effective Date are set forth herein in Appendix F. In the event that any new or modified rate, fee, charge, deposit or associated term or condition may be imposed by the Grantee, the Grantee agrees to notify the County in writing pursuant to applicable law. Submission of a Grantee rate card which reflects all current rates, fees, charges, deposits and associated terms and conditions of the Subscriber Franchise will satisfy the requirements of this Section.

12.5.1 Annual Public Meeting: Annually, Grantee shall conduct a public meeting to receive information, feedback and input from Grantee's subscribers who reside in the County regarding Grantee's operation of the Cable System. The County shall be responsible for providing facilities appropriate for such meetings. The phrase "operation of the Cable System" is defined for this paragraph to be all-encompassing and shall include, but not be limited to, topics such as rates, programming and

quality of service. This meeting shall begin no earlier than 7:00 p.m. and no later than 8:00 p.m. on any Monday, Tuesday, Wednesday, or Thursday which is not a State or Federal holiday. This meeting must be held within the limits of the Franchise Area and must be publicized once a week for four (4) weeks preceding the week of the meeting in the local newspaper. Notice must be given to the County Manager of the date, place and time of the meeting at least four (4) weeks in advance of the meeting. The County shall have at least one (1) representative present at the meeting. Minutes shall be kept of this meeting and a copy provided to the County Manager. Grantee must provide a written report to the County Manager within thirty (30) days following this meeting of how it will address each comment made by subscribers.

12.6 Corrective Action: Should Grantee not meet the FCC customer service standards or any customer service standards set forth herein, in Appendix E, or in the Cable Resolution for two consecutive quarters, the County may, in addition to any other remedy available to it under the Franchise, require Grantee to submit to the County a written plan which describes the corrective action that the Grantee is taking and plans to take to ensure compliance within the following quarter. The Grantee shall report to the County any and all failures to meet customer service standards on at least an annual basis. Additional information if available, and subject to disclosure under applicable law, shall be made available to the County upon County's written request.

13.0 NON-DISCRIMINATION ORDINANCE:

During the term of this Franchise, the Grantee agrees to abide by the County's non-discrimination ordinance to the extent applicable, set forth herein in Appendix G.

14.0 [OMITTED]

15.0 RATES:

15.1 County Authority: Subject to the provisions of applicable federal, state and local laws and FCC rules and regulations, the County shall have the authority to regulate the rates of the Grantee.

15.2 Non-Discrimination: Subject to any limitations on County authority under applicable federal law and regulations, Grantee shall establish rates that are nondiscriminatory within the same

general class of subscribers and which are applied fairly and uniformly to all subscribers in the Franchise Area for all services. The Grantee may utilize the qualifications for the Water Abatement Program to determine eligibility for discounts for basic service for low income residents. Nothing contained herein shall prohibit the Grantee in its sole discretion from offering (i) discounts to multiple family dwelling subscribers billed on a bulk basis so long as the distinctions among multiple dwelling units are not based on race, sex, religion, or any other protected classification; (ii) bona fide promotional discounts; (iii) discounts to senior citizens and/or low income residents; or (iv) commercial rates.

16.0 FRANCHISE RENEWAL:

This Franchise may be renewed by the County in accordance with the provisions of applicable Federal law. Absent a mutual agreement by the parties to the terms and conditions of renewal, the Franchise shall expire at midnight fifteen years from the effective date hereof. Upon notice by the County to the Grantee at least thirty (30) days prior to expiration of the Franchise, Grantee shall operate the Cable System for a period of time not to exceed twelve (12) months under the same terms and conditions and with the same rights and privileges as existed under the non-renewed Franchise, and the Grantee shall comply with such direction.

17.0 ASSIGNMENT AND TRANSFER:

17.1 Transfer of Franchise: No Cable System franchise and no rights or privileges thereunder shall be assigned or transferred, either in whole or in part, or leased, sublet or mortgaged in any manner; nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person without the prior written consent of the Board of Commissioners, and such consent shall not be unreasonably withheld.

17.2 Transfer of Ownership or Control: No change, transfer or acquisition of control of the Grantee shall occur without the prior written consent of the Board of Commissioners. A transfer of control will be deemed to occur upon the acquisition or accumulation by any person or an affiliated group of persons of fifty (50) percent or more of the voting stock of the Grantee or of a percentage of the voting

stock of the Grantee which is larger than any other block of voting stock that is held by any one (1) person or an affiliated group of persons; provided, however, the transfer of a deceased stockholder's shares upon death, the transfer of a stockholder's shares to members of the stockholder's immediate family or to a trust benefiting members of the stockholder's immediate family, the transfer of a stockholder's shares to a person designated in deceased's will, or the acquisition or accumulation of shares in an employee pension fund or such other similar fund shall not be deemed a change, transfer or acquisition of control.

17.3 Intracorporate Transfers: The County's prior consent to a transfer of the Franchise or a transfer of control under Sections 17.1 and 17.2 shall not be required for any transfer or assignment to a parent corporation of the Grantee or a majority-owned affiliate or subsidiary of Grantee ("Intracorporate Transfer"), provided that the transferee in such a case agrees in writing to be bound by the terms and conditions of this Franchise and to abide by the Cable Resolution and all other applicable laws and regulations, and provided further, that the Grantee furnishes such written agreement of the transferee to, and notifies in writing, the County Manager of any such Intracorporate Transfer within fifteen (15) days of such transfer.

17.4 Mortgage to Secure Indebtedness: Notwithstanding anything else contained in this Section, no consent shall be required for any mortgage, transfer or assignment of part or all of the Cable System and the rights or privileges under this Franchise, or control of Grantee by trust deed, deed to secure debt, pledge or other hypothecation in favor of a bank, savings and loan association or other financial institution regularly engaged in the business of lending money, in order to secure an indebtedness incurred as part of a bona fide financing transaction entered into for the purpose of obtaining funds for the operation, acquisition, construction or improvement of Grantee's Cable System; provided, however, that any foreclosure upon such security shall be in accordance with the Cable Resolution. Any consent or approval of the Board of Commissioners granted pursuant to 17.1 or 17.2 of this section shall not constitute a waiver or release of the rights of the County in and to the streets. All transfers approved by the Board of Commissioners pursuant to this Section shall, by their terms, be expressly subordinate to the

terms and conditions of the Cable Resolution and this Franchise.

17.5 County Determination: In deciding whether to approve, deny, or condition a transfer request, the County may consider the technical, legal, and financial qualifications of the transferee; any potential impact of the transfer on subscriber rates or services; whether the incumbent operator is in compliance with its franchise agreement and applicable law, and, if not, the severity of the noncompliance and transferee's commitment to cure such noncompliance; whether transfer to the transferee may eliminate or reduce competition in the delivery of cable service; and whether the transfer would adversely affect the County's rights under this Franchise Agreement

17.6 Transferee Acceptance Required: No transfer of ownership or control shall be valid without the successor in interest, if such successor in interest constitutes a separate legal entity, assuming in writing all the obligations and duties of the grantee under the Cable Resolution and this Agreement and delivering to the Commission Chairman of the County the franchise acceptance documents within thirty (30) days after the date of such transfer, or such time period as may be agreed upon by the County.

17.7 County Consent: Every change, transfer, or acquisition of ownership or control of the Grantee shall make the Franchise subject to revocation unless and until the County shall have consented thereto (or, in the case of an Intracorporate Transfer, unless the Grantee complies with the provisions in Section 17.3 concerning Intracorporate Transfers). The Grantee shall promptly notify the County of any planned change in, or transfer of, or acquisition by any other party of, ownership or control of the Grantee and shall cooperate with and respond to any inquiry by the County on whether any change of control has taken place. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the County may inquire into the legal, financial, and technical qualifications of the prospective controlling party, and the Grantee shall assist the County in any such inquiry. Failure to provide all information reasonably requested by the County as part of said inquiry shall be grounds for denial of the proposed change, transfer or acquisition of ownership or control. To the

extent permitted by federal law the County may impose reasonable conditions on its consent to the transfer.

17.8 Consent not Waiver: The consent or approval of the County to any transfer of the Franchise shall not constitute a waiver or release of the rights of the County in and to the public rights-of-way and streets, and any transfer shall, by its terms, be expressly subject to the terms and conditions of the Cable Resolution and this Franchise.

17.9 Requirement to be Signatory: Any approval by the County of a transfer or an assignment of Franchise shall be contingent upon the prospective Grantee becoming a signatory to the Franchise.

17.10 Time Frame for County Review: The County shall have the time period allowed under the federal Cable Act (and, if there is no such period, at least one hundred twenty (120) days from the date of receipt of a completed FCC Form 394 application) to act upon any request for approval of the sale or transfer for which the application seeks approval. In addition to the Form 394 application, the County shall be entitled to request such additional information as it may reasonably require.

18.0 REVOCATION:

Revocation of this Franchise shall be in accordance with the provisions of Section 27 of the Cable Resolution.

19.0 FEES AND PERFORMANCE BOND:

19.1 Franchise Fee Payments: Grantee shall pay to the County, on a quarterly basis a franchise fee of five (5) percent of Gross Revenues received during the period of its operation under this Franchise. Such payment shall be made within thirty (30) days after the expiration of each quarter. For purposes of this section, the "Gross Revenues" of Grantee shall be all gross revenues, determined in accordance with generally accepted accounting principles, derived by Grantee in the County from the operation of its Cable System to provide Cable Service. Gross revenues include, but is not limited to, charges for basic service, cable programming services, other charges for monthly or per event charges for

video programming, internet and audio services, installation and reconnection fees, leased channel fees, converter rental fees, advertising and home shopping revenues, and revenues received for carriage of programming on the System. Gross revenues shall not include (1) any tax or fee imposed on cable subscribers (but not on Grantee) by the County or any other governmental authority and collected by the Grantee on behalf of such governmental entity; (2) the revenues of any affiliate of Grantee to the extent such affiliate revenues are costs of the Grantee and recovered by Grantee through charges to subscribers that are included in gross revenues on which franchise fees are paid; and (3) actual bad debt, refunds or credits, provided any such bad debt subsequently collected shall be included in gross revenues in the period collected.

19.1.1 Certified Statements: Grantee shall make franchise fee payments quarterly and shall submit therewith the worksheet in Appendix H, completed with the information pertaining to each respective quarterly payments. The County shall be furnished at the time of each quarterly payment a statement signed by the Grantee's financial officer or an independent certified public accountant certifying the accuracy of the total amount of monthly gross revenues for the respective quarterly payment period.

19.1.2 Late Payments: In the event any franchise fee payment or recomputation amount is not made on or before the date specified herein, the Grantee shall pay additional compensation and interest charges computed from such due date, at an annual rate equal to the commercial prime interest rate of the County's primary depository bank during the period such unpaid amount is owed.

19.1.3 Audit: (1) The County shall have the right to inspect and audit records relating to Gross Revenues and subscriber totals and the rights to audit and to recompute any amounts determined to be payable under this Agreement, whether the records are held by the Grantee, an affiliate, or any other entity that collects or receives funds related to the Grantee's operation in the County, including, by way of illustration and not limitation, any entity that sells advertising on the Grantee's behalf. The Grantee shall be responsible for providing the records to the County, without regard to by whom they are held. The records shall be maintained for at least five (5) years. The County's audit expenses shall be borne entirely

by the County if the audit discloses an underpayment of less than one percent (1%) or \$10,000, whichever is greater; and the expenses shall be borne entirely by the Grantee if the audit discloses an underpayment of more than one percent (1%) or \$10,000, whichever is greater. Any additional amounts due to the County as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the County, such amount shall be subject to a 10 percent (10%) per year interest charge. (2) Grantee shall maintain its fiscal and financial records and have all relevant fiscal and financial records maintained by others on its behalf in such a manner as to enable the County to determine Grantee's gross revenues.

19.2 Continuing Obligation: In the event the Grantee continues to operate all or any part of the System after the term of this Franchise, then the Grantee shall continue to comply with all applicable provisions of this Franchise, including, without limitation, all compensation and other payment provisions of this Franchise, throughout the period of such continued operation; provided that any such continued operation shall in no way be construed as a renewal or other extension of this Franchise.

19.3 Use of Franchise Fees: Consistent with the Cable Act, use of the funds derived by the County as Franchise Fees shall be at the sole discretion of the County.

19.4 Performance Bond: If the System upgrade required by this Franchise is not already substantially completed as of the Effective Date of this Agreement, Grantee shall furnish a performance bond, or other adequate surety agreement acceptable to the County, in its sole discretion, in the amount of one hundred seventy-five thousand dollars (\$175,000.) during the construction period of the System upgrade, to guarantee the faithful performance of all its obligations under this Franchise and applicable County laws. After completion of System upgrade, the amount of the bond shall be reduced to Fifty Thousand dollars (\$50,000.).

19.5 Fee Not in Lieu of Other Fees or Taxes: The franchise fee is not in lieu of any other tax, fee, or assessment, and such taxes, fees, and assessments shall be paid as required by applicable laws and

regulations, including, without limitation, permit and other application fees.

20.0 INSURANCE AND INDEMNIFICATION:

20.1 Insurance:

20.1.1 Certificate of Insurance: Prior to commencement of construction, but in no event later than sixty (60) days after the Effective Date of the Franchise and thereafter continuously throughout the duration of the Franchise and any extensions or renewals thereof, the Grantee shall meet the insurance requirements of the County as established by this Franchise. The County reserves the right to inquire periodically into the adequacy of any Grantee's insurance coverage and, from time to time, the County may request, and the Grantee shall furnish upon the County's establishment of a reasonable basis of a need for such, reasonable change in such policies to reflect changing liability limits and/or to compensate for inflation. The Grantee must provide certificates evidencing all insurance to the County. The Grantee must provide to the County current certificates of insurance upon renewal for any and all policies required hereunder and in the Resolution.

20.1.2 Insurance for Duration of Agreement: Any insurance policy obtained by the Grantee in compliance with this Franchise shall be maintained during the term of the Franchise, including any extensions thereto. From time to time the County may require, and the Grantee shall furnish, reasonable changes in such policies to reflect changing liability limits and/or to compensate for inflation.

20.1.3 No Liability Limit: None of the provisions of this Franchise or any insurance policy required herein, or any damages recovered by the County hereunder, shall be construed to excuse the faithful performance by or limit the liability of Grantee under this Franchise for damages either to the limits of such policies or otherwise.

20.1.4 Financial Security Requirements: Any and all companies providing insurance required by the Resolution and this Franchise must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in

the current Best's Key Rating Guide - Property Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance Form:

- a. Best's Rating not less than B and current;
- b. Best's Financial Size Category not less than class XIII;
- c. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- d. All bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

20.1.4.1 Additional Insured: The County, its agents, servants, and employees shall be covered and listed as additional insured for all policies written under the provisions of the Resolution or this Franchise, and providing for at least thirty (30) days notice of cancellation or non-renewal. Confirmation of this shall appear on all said policies and certificates of insurance. Notice of any such cancellation or non-renewal shall be made in accordance with the policy.

20.1.4.2 Broadcasters Errors & Omissions Insurance: Grantee shall purchase and maintain throughout the term of the Franchise, Broadcasters Errors & Omissions coverage in the amount of one million dollars (\$1,000,000).

20.1.4.3 Commercial General Liability Insurance: Grantee shall purchase separate liability limits to insure this contract and will maintain throughout the term of the Franchise, commercial general liability insurance insuring Grantee for the following minimum amounts:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000.00

General Aggregate: \$2,000,000.00

Products - Completed Operations:

Aggregate Limit: \$1,000,000.00

Personal and Advertising Injury Limit: \$1,000,000.00

20.1.4.4 Policy Inclusions: Grantee's commercial general liability insurance policy must include coverage for all the following: commercial form, premises-operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, and personal injury.

20.1.4.5 Business Automobile Liability Insurance: Grantee shall purchase, and maintain throughout the term of this Franchise, automobile liability for owned, non-owned, hired, or leased vehicles in the minimum amount of:

Bodily injury and Property Damage Liability:

Any one Accident or Loss: \$1,000,000.00

20.1.4.6 Workers Compensation and Employer's Liability Insurance:

Grantee shall purchase and maintain throughout the term of this Franchise, worker's compensation and employer's liability insurance which complies with the statutory limits for worker's compensation in the state. Worker's Compensation statutory:

Employers Liability:

By Accident: Each accident \$500,000

By Disease: Policy Limits \$500,000

By Disease: Each employee \$500,000

20.1.4.7 Commercial Excess Umbrella Liability Policy: \$5,000,000

20.1.4.8 Property Insurance: The property insurance policy must provide replacement cost coverage for all direct physical loss of or damage to property caused from coverage perils. The policy must include Flood coverage with liability limits of 25% of the total replacement cost of all buildings.

20.1.4.9 Building & Contents Property Insurance: Grantee must provide at a minimum, property insurance to cover any towers, buildings, and any other structures with a

replacement cost value over \$25,000. The property policy must be endorsed to include extra expense coverage in order to provide for the rent or lease of alternative sites or facilities while the damaged property is being rebuilt or repaired.

20.1.4.10 Subcontractor/independent contractors: If Grantee engages any subcontractor or engages the services of any independent contractor who does not obtain insurance in his or her name, then the Grantee will either cover such subcontractor/independent contractor by obtaining endorsements to be attached to its policies or require the subcontractor/independent subcontractor to obtain necessary insurance coverage.

20.4.1.11 Self Insurance: Grantee shall be allowed to provide the above-referenced types and amounts of insurance through self-insurance. The County shall have the right to request reasonable information to assure itself that Grantee has the necessary financial resources to self-insure. The County shall not unreasonably withhold approval from Grantee to self-insure.

20.1.5 Hold Harmless Clause: All liability insurance policies maintained pursuant to this Franchise or the Cable Resolution shall include contractual liability coverage and the policy endorsement to include the provision of the following hold harmless clause:

The Grantee agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the Franchise and performed or caused to be performed by the Grantee; provided, however, that the Grantee shall not be liable for any damages resulting solely from the intentional or negligent acts or omissions of the County, its agents, representatives or employees.”

20.2 Indemnification: The Grantee agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, damages, losses and expenses, including court costs and reasonable attorneys' fees for or on account of any injury or losses to any person, or any death at any time resulting from such injury, or in connection with the work covered by the Franchise and performed or caused to be performed by the Grantee; provided, however, the Grantee shall not be liable for any damages resulting solely from the negligent or intentional acts or omissions of the County and its employees, agents or representatives. The Grantee shall also pay for the reasonable cost and fees to the County of defending in any court any action brought against the County arising out of the operations of the Grantee hereunder. The Grantee shall carry insurance in the amounts set forth in the Cable Resolution to protect the parties hereto from and against all claims, demands, actions, judgments, damages, costs, expenses and liabilities which may arise or result directly or indirectly from or by reason of such loss, injury or damage.

21.0 RECORDS AND REPORTS:

21.1 Right of Inspection of Records: To the extent consistent with laws governing subscriber privacy and any other applicable laws, the County shall have the right to inspect all books, records, reports, maps, service complaint summary reports, performance test results and other like materials of the Grantee which relate to the operation of the Franchise, upon reasonable prior written notice, at any time during normal business hours.

21.2 Review: To the extent consistent with laws governing subscriber privacy and other applicable law, the Grantee shall permit any duly authorized representative of the County to examine and, if requested, shall provide a copy of all books, reports, maps and other records kept or maintained by Grantee or under its control concerning the operations, affairs, transactions or property of the Grantee relating to the Cable System covered by this Franchise.

21.3 Records Outside County: If any of such maps or records are not kept in the County, and

if the County shall determine that an examination of such maps or records is necessary or appropriate to the performance of any of its duties, then Grantee shall arrange for the delivery of such maps or records to a location within the County selected by the County for examination.

21.3.1 Public Inspection of Records: Throughout the term of the Franchise, each Grantee shall maintain, or make available, in a file for public inspection during normal business hours, in the office of the Grantee's General Manager, those documents required by FCC rules and regulations.

21.4 Records Required: The Grantee shall at all times maintain for a three-year period the following:

1. All written complaints received and service complaint summary reports.
2. Service complaint summary reports by complaint category.
3. A record of service interruptions or degradation of service experienced.
4. A comprehensive record of all personnel transactions and utilization of contractors, subcontractors, vendors and suppliers by race and sex.
5. Records from which customer service standards compliance data are derived.
6. Such other records as required by this Agreement, County Code, or other applicable law, and as may be kept in the normal course of business.

21.5 As-Built Maps: The Grantee shall at all times maintain a full and complete set of plans, records and "as built" maps showing the exact location of all cable communication system equipment installed or in use in the County, exclusive of subscriber service drops. These shall be provided to the County's Public Works Department in an acceptable GIS format within one hundred and twenty (120) days of acceptance of this Franchise, and shall be updated quarterly thereafter as any changes occur.

21.6 Reports Required: The Grantee shall file the reports specified in Section 8 of the Cable Resolution with the County. Grantee may provide such reports in a format that is consistent with the format in which the information is kept in the normal course of business.

21.7 Regulatory Communications: Upon County's request, copies of material, public and non-

confidential reports and documents required by and/or submitted to the FCC, including any proof of performance tests, annual employment reports (FCC Form 395-A), basic signal leakage reports (FCC Form 320), and annual reports of cable television systems (FCC Form 325) shall be provided to the County by delivery to the Office of County Manager.

21.8 Construction Reports: Construction reports shall be submitted to the County within ninety (90) days after the Franchise is awarded and quarterly thereafter within thirty (30) days after the end of the quarter for any System upgrade and institutional network construction undertaken during the term of the Franchise until such upgrade and construction is complete, as specified in the Franchise. Such report shall include a description of the progress in applying for any necessary agreements, licenses, or certifications and any other information the County may reasonably deem necessary. The content and format of the report will be reasonably determined by the County and may be reasonably modified at its discretion.

21.9 Change in Service or Rates: The Grantee shall provide a report on any change in programming or service or rates to the County at least thirty (30) days prior to implementation, exclusive of any bona fide, temporary promotional offerings.

21.10 Grantee Rules: All printed materials related to rules, regulations, terms and conditions adopted as the Grantee's policy in connection with its subscribers, and which may be included on the Grantee's contract or application form for subscriber service shall be filed with the County at the time such material is first provided to subscribers.

21.11 Customer Service Reports: Within thirty (30) days of the expiration of each calendar quarter, the Grantee shall submit reports which demonstrate the Grantee's compliance with the FCC customer service standards, and any additional standards of the Cable Resolution and this Franchise. The Grantee shall segregate, to the extent possible, County data from incorporated County data.

21.11.1 Proof of Performance Tests: As is consistent with Section 9.12 and upon request by the County, Grantee shall provide copies of the proof of performance tests conducted when

sections of the Cable System are rebuilt and annually as required by the FCC rules and regulations.

21.12 Proof of Insurance: The Grantee shall submit annually to the County certificates of insurance for any and all policies of insurance required hereunder and in the Cable Resolution.

21.13 Operational Reports: Grantee shall submit annually a summary of the previous year's activities including, but not limited to, subscriber totals for each category of service offered including number of pay units; subscriber penetration; number of bulk and commercial subscribers; rates; channel alignment and program services; public, educational, government, and leased access services offered; new services offered; hours of operation; customer service agreement and handbook; service complaint summary reports; and the physical miles of plant construction and plant in operation.

21.14 Non-Discrimination Ordinance: Grantee shall submit on a quarterly basis, all reports relating to the County's Non-Discrimination Ordinance . Attached hereto as Appendix G is a copy of the County's Non-Discrimination Ordinance currently in effect.

21.15 Additional Information: Upon written request, the Grantee shall furnish to the County at the times prescribed, such additional information with respect to its operations, Cable System affairs, transactions affecting its Fulton County operations or property, as the County may deem reasonably necessary and appropriate to review the performance of the Grantee with respect to this Franchise, and applicable laws and regulations.

21.16 Confidential and Proprietary Information: Any and all information and /or documents submitted to the County by Grantee are subject to the Georgia Open Records Act. It is the responsibility of the Grantee to take any and all actions necessary to prohibit the disclosure of confidential or proprietary information and /or documents before submitting them to the County.

22.0 REMEDIES:

22.1 Security Fund:

22.1.1 Initial Deposit: Immediately upon execution of this Franchise, the

Grantee shall deposit with the Cable Manager (or upon direction to a designated depository as provided in the next succeeding paragraph), and maintain on deposit throughout the term of this Agreement, the sum of Two Hundred and Fifty thousand dollars (\$ 250,000.00) as security for the faithful performance by the Grantee of all the provisions of this Agreement, compliance with all orders, permits and directions of any agency of the County having jurisdiction over the Grantee's acts or defaults under this Agreement, and the payment by the Grantee of any claims, liens and taxes due the County which arise by reason of the construction, ownership, operation or maintenance of the Cable System. A letter of credit in the same amount above in this paragraph shall satisfy the provisions of this section. The County shall cause the deposit of the security fund in an interest-bearing account, payable, in whole or in part, solely to the County only upon demand. Interest on the security fund, as accrued, shall be withdrawn and paid to the Grantee semi-annually by the County; provided that, until paid, all such accrued interest shall be subject to withdrawal by the County for the same purposes for which the security fund is subject to withdrawal.

22.1.2 Withdrawal from Security Fund: If the Grantee fails to pay the County any compensation within the time fixed herein; or, fails, after ten (10) days written notice to pay to the County any taxes due and unpaid; or fails to repay to the County, within such ten (10) days, any damages, costs or expenses which the County shall be compelled to pay by reason of any act or default of the Grantee in connection with this Agreement or the Cable Resolution; or fails to pay any liquidated damages after thirty (30) days from receipt of a written notice of the County's assessment of liquidated damages pursuant to section 23, below; the County Manager may immediately withdraw the amount thereof, with interest and any liquidated damages, from the security fund. Upon such withdrawal, the County Manager shall notify the Grantee of the amount and the date thereof.

22.1.3 Replenishment of Security Fund: Within twenty (20) days after notice to it that any amount has been withdrawn pursuant to section 22.1.2 above, from the security fund deposited pursuant to section 22.1.1, above, the Grantee shall pay to, or deposit with, the County Manager, a sum of money sufficient to restore such security fund to the original amount of Two Hundred and Fifty thousand

dollars (\$ 250,000.00).

22.1.4 Disposition of Security Fund: Amounts received by the County as penalties assessed against the Grantee, whether directly paid by the Grantee to the County or withdrawn from the security fund by the County, may be used by the County for any purpose it deems fit. The Grantee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit with the County Manager, at the expiration of the term of this Agreement, provided that there is no outstanding default on the part of the Grantee. The County shall return the balance of the security fund to the Grantee within ninety (90) days of the expiration of this Franchise.

22.2 No Limitation on Other Remedies: The security fund shall not be construed as a limitation on Grantee's liability for breach of this Agreement, and this Section 22 shall not be construed as a limitation on whatever other remedies the County may have, at law or equity, for breach of this Agreement or violation of applicable law.

22.3 Periodic Reviews:

22.3.1. Rules and Regulations: Subject to the terms and provisions of this Franchise, the County reserves the right to adopt rules and regulations controlling the procedures and subjects for periodic reviews and renegotiation. In the absence of any County action taken to exercise these rights, Grantee shall be subject to at least the procedures and subjects described in this Section.

22.3.2 Time Frame: County may require, at its sole discretion, a periodic review of the Cable System during the term of this Franchise or as required by federal or state law. Such periodic reviews may be commenced by County within thirty (30) days of the third (3rd), fifth (5th), eighth (8) and (11th) eleventh anniversary dates of the effective date of acceptance of this Franchise by Grantee.

22.4 Topics: Topics which may be considered at any periodic review include, but are not limited to, (i) meeting the needs and interests of consumers; (ii) service rate structures; (iii) Franchise Fees; (iv) penalties, (v) free or discounted services; (vi) the need, if any, for an upgrade and the application of new technologies; (vii) system performance; (viii) services provided; (ix) programming

offered; (x) community access; (xi) local origination; (xii) customer complaints, (xiii) privacy; (xiv) the need, if any, for amendments to the Franchise; (xv) judicial, legislative and FCC rulings; (xvi) line extension policies; (xvii) Grantee or County rules; and (xviii) state-of-the-art considerations in accordance with Section 9.18 of this Agreement.

22.5 Cost: During a review and evaluation by County, Grantee shall fully cooperate with County and Grantee shall provide to the County such information and documents as County may request to reasonably perform the review without imposing unduly burdensome cost on Grantee; provided that such requested information and/or documentation does not contain or reflect any proprietary or confidential information pertinent to Grantee's business interests.

22.6 Evidence of Inadequacies: If, at any time during a review, the County determines that reasonable evidence exists of inadequate System performance, it may require Grantee to perform tests and analyses directed toward such suspected inadequacies at the County's own expense. Grantee shall fully cooperate with County in performing such testing and shall prepare results and a report, if requested, within thirty (30) days of such request. If requested, such report prepared by Grantee shall include at least:

- (1) A description of the problem in System performance which precipitated the special tests.
- (2) What System component was tested.
- (3) The equipment used and procedures employed in testing.
- (4) The method, if any, by which such System performance problem was resolved.
- (5) Any other information pertinent to said tests and analyses that may be reasonably required by County, or determined when the test is performed. County may require that tests be supervised at County's expense by a consultant designated by County. The consultant shall sign all records of special tests and forward to County such records with a report interpreting the results of the tests and

recommending actions to be taken.

22.7 Modifications to Cable System: As a result of a periodic review, County may request Grantee to modify the Cable System or to provide additional services. The County's request for modification shall be in writing and set forth the basis for the County's decision. Prior to any changes as a result of a periodic review, the County shall be required to hold at least one public hearing to enable the public and Grantee to comment and present evidence. In absence of an agreement between Grantee and the County to modify the Cable System or to provide additional services within ninety (90) days of such request, the parties shall enter into arbitration under the procedures promulgated by the American Arbitration Association.

23.0 LIQUIDATED DAMAGES

23.1 Determination and Assessment: The Grantee hereby agrees to observe and comply with all the obligations and provisions of this Agreement. Upon a reasonable determination by the County that the Grantee has violated any of the material provisions of this Franchise, or has, after reasonable written notice from the County, failed to comply with other provisions of this Franchise or the Cable Resolution, the County shall direct the Grantee by written notice sent certified mail, return receipt requested, to correct such violation within thirty (30) days or within such longer time period as is reasonable under the circumstance. Upon failure of the Grantee to correct the violation or to demonstrate to the County's reasonable judgment that no violation exists, or to commence within a reasonable period of time, but in no event more than thirty (30) days after receipt of notice from the County, corrective measures designed to achieve compliance on reasonable terms as the County may direct, the County may assess the Grantee and the Grantee agrees to pay to the County, liquidated damages in accordance with the schedule of liquidated damages set forth in this Section for the violations specified therein. Because the Grantee's failure to comply with certain material provisions of this Franchise will result in injury to the County, its residents and/or to subscribers, and because it will be difficult to estimate the extent of such injury, the County and the Grantee hereby agree to the extent consistent with applicable law that the liquidated damages stated

herein represent both parties' best estimate of the damage resulting from the specified injury for violation of the particular provisions referred to therein, and are not a penalty. Such liquidated damages may be drawn from the security fund or letter of credit established in Section 22 of this Agreement in accordance with the terms set forth therein, or recovered by any other remedy available to the County at law or equity. Payment of liquidated damages shall not relieve Grantee of its obligations under this Agreement.

23.2 Notification: Upon the County's assessment of liquidated damages pursuant to Section 23.1 above, written notice of such assessment shall be sent to the Grantee by certified mail, return receipt requested, with a concise statement of the reason(s) therefore.

23.3 Due Process: Grantee shall be afforded the opportunity to contest any liquidated damages assessment before the Board of Commissioners and to seek judicial relief from any adverse decision of the Board to a court of competent jurisdiction.

23.4 Schedule of Liquidated Damages: Pursuant to Section 23.1 above, including but not limited to those described below, liquidated damages shall be chargeable to the security fund or against the letter of credit on a per day basis in accordance with the schedule set forth below, provided, however, that the amounts in such schedule shall not exceed the maximum liquidated damages amounts that would be owed by any other County cable franchise grantee under its franchise for the same violation or breach:

1. for failure to comply with the institutional network provisions of the Franchise: \$1,000/day for each day the violation continues;
2. for failure to complete construction or extend service in accordance with Franchise for the reasons not beyond Grantee's control: \$500/day for each day the violation continues;
3. for failure to comply with provisions of the Franchise for public, educational and governmental access: \$200/day for each day the violation continues;
4. for failure to comply with interconnection terms: \$200/day for each day the violation continues;

5. for violation of consumer protection requirements and customer service standards required by this Franchise, Appendix E, the Cable Resolution, or by FCC regulation for which no other credit or compensation is due the subscriber under the terms of this Franchise: \$100/day per standard violated;
6. for failure to conform to Non-Discrimination Ordinance : \$100 per day for each day the violation continues;
7. for failure to adhere to rebuild schedule: \$1,000 per day for each day not in compliance;
8. for failure to adhere to preventive maintenance schedule: \$200 per day each day not in compliance;
9. for violation of other material provisions of this Franchise or the Cable Resolution for which damages are not otherwise readily ascertainable: \$100/day for each day the violation continues.

If Grantee has not complied within one-hundred-eighty (180) days the amount of the per-day damages shall double. If Grantee has not complied within three-hundred and sixty (360) calendar days, the amount of the per-day damages shall double again, and shall double again for each one-hundred and eighty (180) calendar day period thereafter that Grantee fails to comply.

23.5 Certain Damages Ascertainable: Because such damages are ascertainable, the parties agree that damages incurred by Grantee's failure to make franchise fee payments as required; and for Grantee's failure to make capital payments for PEG access facilities required by this Franchise, shall not be subject to liquidated damages and that Grantee's liability for the same shall not be subject to any limitation set forth in the liquidated damages schedule.

23.6 Force Majeure: Grantee shall not be deemed in default of provisions of the Franchise where performance was rendered impossible by war or riots, labor strikes or civil disturbances, floods, or other causes beyond Grantee's and its agents' and contractors' control, and the

Franchise shall not be revoked nor Grantee penalized for such noncompliance, provided that Grantee takes immediate and diligent steps to bring itself back into compliance and to comply with the Franchise as soon as possible under the circumstances without unduly endangering the health, safety, and integrity of the public, public rights-of-way, public property, or private property.

24.0 REGULATION:

The County may exercise its regulatory authority under federal law, the provisions of County law, and this Franchise, through any duly-designated County Officer.

25.0 POLICE POWERS:

In accepting this Franchise, Grantee acknowledges that its rights hereunder are subject to the police powers and other powers of the County, and Grantee shall be required to comply with the same.

26.0 WAIVER:

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

27.0 CUMULATIVE PROVISIONS:

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

28.0 ACCEPTANCE:

28.1 Grantee's Performance: Grantee, by accepting the rights hereby granted, will perform and keep all acts and obligations imposed, represented or promised by the provisions of this Franchise.

28.2 Effect of Acceptance: The acceptance of this Franchise by the Grantee constitutes its acceptance and agreement to all of the provisions of this Franchise and those instruments

incorporated herein by reference; and its representation that it has examined all of the provisions of this Franchise.

29.0 NOTICES:

All notices from Grantee to the County pursuant to this Agreement shall be sent to the Cable Manager of Fulton County, Georgia, Suite 10032, 141 Pryor Street, Atlanta, Georgia 30303, and an additional copy to the same address marked to the Fulton County Director Of Information Technology.

All notices to Grantee shall be sent to MediaOne, Attention: Senior Vice President, 2925 Courtyards Drive, Norcross, Georgia 30071. The parties shall have the right from time to time during the term of this Franchise to designate other officers or employees to receive such notices, and to change their respective addresses, by written notice as set forth above.

30.0 CAPTIONS:

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

31.0 NO JOINT VENTURE:

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

32.0 ENTIRE AGREEMENT:

This Franchise and all attachments, appendices hereto, the Cable Resolution and all attachments, appendices thereto, and the Original Franchise Agreement and its amendments as incorporated herein, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior oral negotiations and written drafts between the parties, and can be amended, supplemented, modified, or changed only as provided for in this Franchise and the Cable

Resolution.

33.0 SEVERABILITY:

33.1 Severability: In the event that a court or agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court or agency or legislature of competent and controlling jurisdiction acts or declares any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the parties agree to immediately enter into negotiations in good faith to restore the relative burdens and benefits of this Agreement, consistent with applicable law. If the parties are unable to agree to a modification to this Agreement within sixty (60) days of the date the decree becomes final, the injured party may at any time thereafter pursue its available remedies at law or equity, including, without limitation, voidance of the Franchise granted herein for want of consideration.

33.2 Effect of Change in Law: Subject to Section 33.1, in the event that state or federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then the provision shall be read to be preempted to the extent and or the time, but only to the extent and for the time, required by law. In the event such state or federal law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed, so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County.

34.0 RIGHT OF INTERVENTION:

The County shall have the right of intervention in any suit or proceeding to which the Grantee is party and which relates to issues arising out of this Franchise.

35.0 RENEGOTIATION:

Renegotiation shall take place according to the provisions of Section 30 of the Cable Resolution.

36.0 RESERVATION OF RIGHTS:

In the event of expiration or termination of the Franchise, Grantee reserves its right to challenge the provisions of Section 28 of the Cable Resolution, and execution of this Agreement by Grantee shall not be deemed a waiver of its right to challenge those provisions of the Cable Resolution before a court of competent jurisdiction.

37.0 GRANTEE TO PROTECT PRIVACY:

The Grantee shall protect all persons against invasions of privacy and shall comply with applicable law, including, without limitation, Section 631 of the Cable Act (47 U.S.C. §551) and regulations adopted pursuant thereto. Furthermore, the parties agree that without the prior written or electronic consent of the subscriber concerned, Grantee shall not monitor the viewing patterns, selections or return path transmissions of individual subscribers, other than for the purpose of verifying system integrity, controlling return path transmission, monitoring compliance with customer service standard requirements, billing or other activities as may be necessary to render a cable service or other service provided by Grantee to the subscriber.

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

MEDIAONE OF COLORADO, INC.

FULTON COUNTY, GEORGIA

By: _____ (SEAL)
Signature

By: _____ (SEAL)
[Chairman, Fulton County Board of
Commission]

Name (Typed or Printed)

Title
ATTEST:

ATTEST:

Signature
Name (Typed or Printed)

[Clerk]

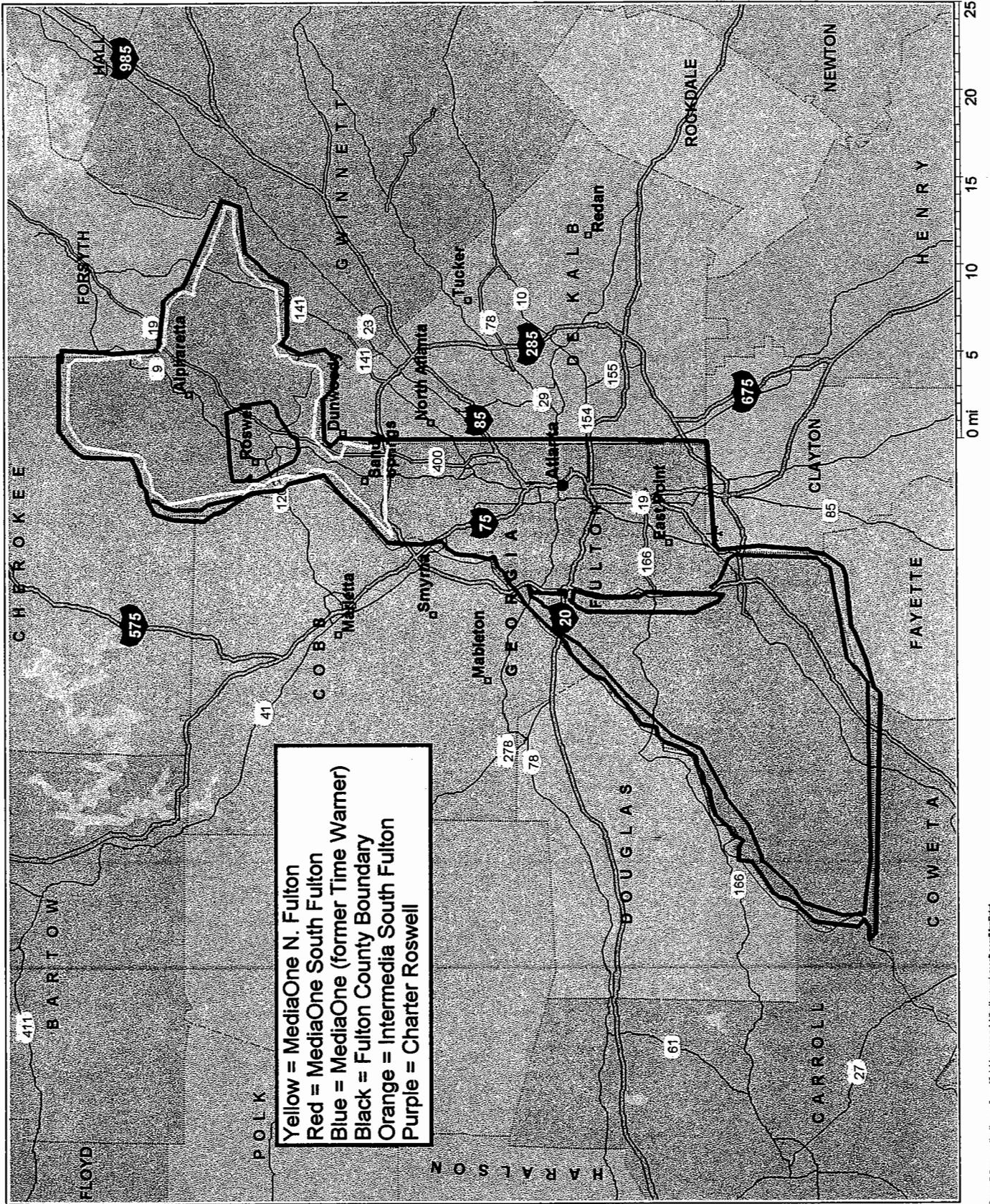
Title

APPROVED AS TO FORM:

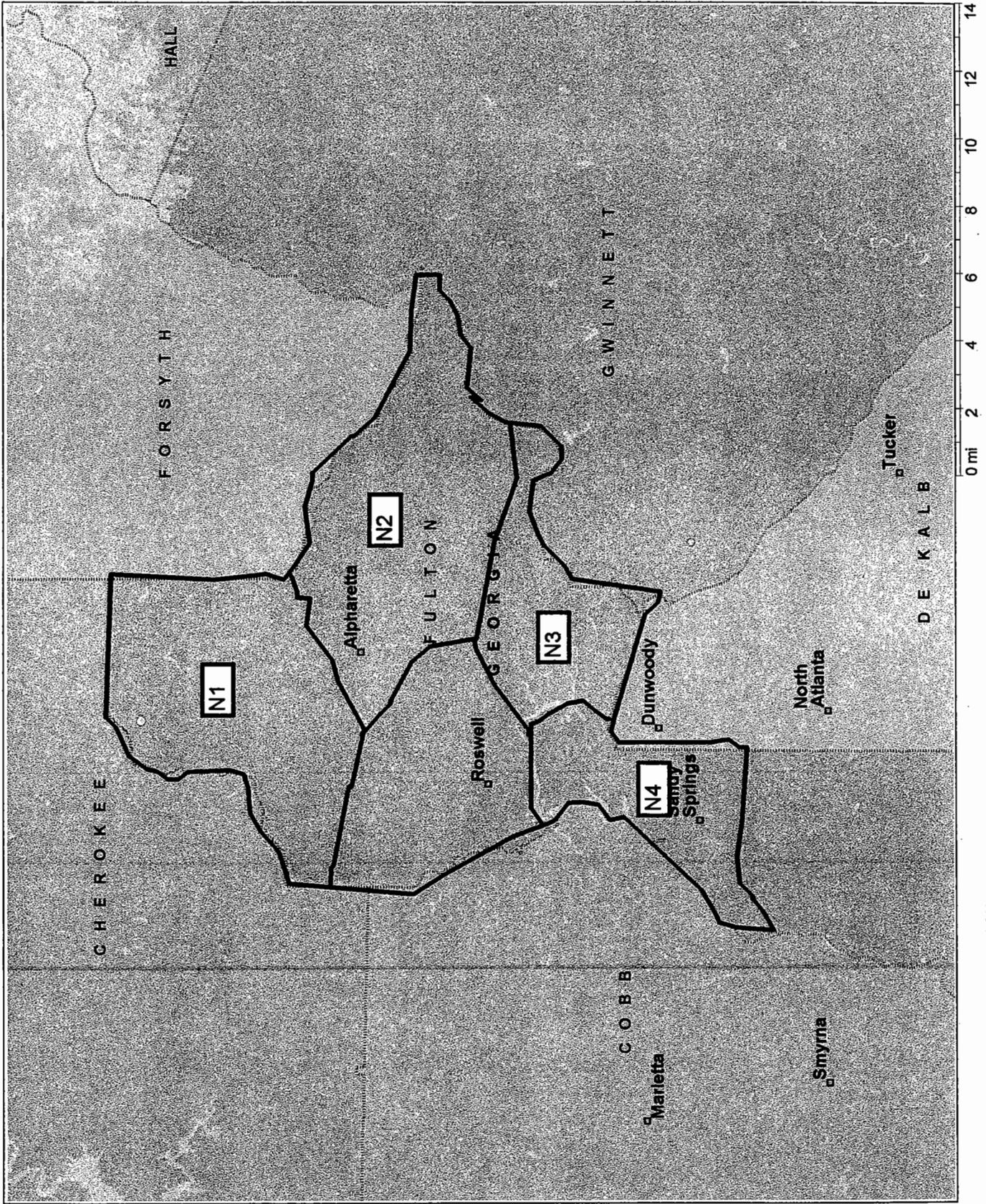
County Attorney

Appendix A
Grantee - Primary Service Area

Fulton Service Areas



North Fulton Hubs



Appendix B
Public Works Standards

FULTON COUNTY UTILITY ACCOMMODATIONS

GUIDELINES AND STANDARDS

FULTON COUNTY UTILITY ACCOMMODATIONS

GUIDELINES AND STANDARDS

I. Permit Application and Approval Procedure:

- A. Where to Apply
- B. Authority to Approve

II. Allocation of Costs:

- A. Permit Fee
- B. Installation Costs
- C. Materials Within the Right-of-Way

III. Liability and Control

- A. Damages Resulting from Installation
- B. Injury or Damage to Utilities
- C. Pavement Repair Liability
- D. Protection of Public
- E. Inspection of Work
- F. Work by Utility Contractors
- G. Final Permit Authority

IV. Insurance and Bonds

- A. Requirements for Insurance
- B. Requirements for Bonds

V. Installation Details

- A. Plans to Accompany Permit
- B. Construction and Work Requirements
 - 1. Compliance with Plans
 - 2. Work Standards
 - 3. Notice of Work Beginning
 - 4. Notice of Work Completion

VI. Traffic Protection

- A. Traffic Control
- B. Restriction Against Interference with Traffic

VII. Maintenance

- A. General Restrictions
- B. Notice to Department

I. PERMIT APPLICATION AND APPROVAL PROCEDURE

A. Where to Apply

Application for utility encroachment permits shall be made to the Public Works Department, Construction Transportation Division, ~~Civil Engineer~~ Engineer Administrator having supervisory responsibility for the areas in which the facilities are to be installed. A listing of the mailing addresses and telephone numbers of the Engineers are included in the Appendix.

B. Authority to Approve

The Engineer Administrator, Transportation Construction & Maintenance or designee will have full authority to approve permits for routine installations which are in accordance with this manual and located on conventional roadways. Permit applications for attachments to bridges must have prior approval of Fulton County, Public Works and will require a Structural Design Engineer submittal prior to approval. When attachments are to be made to bridges over a railroad, the Applicant must obtain written concurrence of the Railroad before an approved permit will be released by the Department.

Permit applications for blasting will be reviewed on a case by case basis by the Engineer.

II. ALLOCATION OF COSTS

A. Permit Fee

Permit Fee shall be as required under applicable County and State Laws.

B. Installation Costs

The entire cost of installing, maintaining, repairing, operating, or using the pole line, buried cable, pipeline, or miscellaneous utility facility; performing miscellaneous operations and any other expense whatsoever incidental to the facilities or operations authorized by the permit, shall be paid by the Applicant.

C. Materials Within the Right-of-Way

The Applicant, upon notification in writing by the Engineer, shall pay a reasonable market price for any materials removed from the right-of-way or destroyed as a result of operations authorized by the permit.

III. LIABILITY AND CONTROL

A. Damages Resulting from Installation

The Applicant shall indemnify and hold harmless the County, the Public Works, Department the members thereof, and all officers, employees or agents of the County or the Public Works, Department or any political subdivision thereof, against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, which may result from any injury to, or the death of, any persons or from the loss of, or damages to property of any kind or nature, including the highway and highway facilities or structures, property or equipment used or owned by the County or the Public Works Department, and facilities which now or may hereafter occupy the right-of-way of the said highway, when such injury, death, loss or damages arises out of the construction, installation, maintenance, repair, removal, relocation, operation or use of the pole line, buried cable, pipeline, or miscellaneous utility facility covered by the permit, or out of miscellaneous operations authorized by the permit.

III. LIABILITY AND CONTROL [cont'd.]

B. Injury or Damage to Utilities

The Department, its Engineer, officers or employees shall not be held responsible or liable for injury or damage that may occur to facilities covered by the permit, or to any connection or connections thereto, by reason of highway maintenance and construction activities or highway contractor or permittee operations. The Department's contractor shall not be held liable for any damage that may occur to utility facilities after the utility owner has been notified of a conflict with construction and given reasonable time to relocate the facilities.

C. Pavement Repair Liability

Following the patching or tunneling underneath of any paved surface, the applicant shall be responsible for the condition of said pavement, shoulders and patches, and shall upon request from the Engineer, repair to the Engineer's satisfaction any of the said pavement shoulders or patches which become settled, cracked, broken or otherwise faulty.

D. Protection of Public

The Applicant shall employ any and all methods in performing the operations authorized by the permit which the Engineer may require in order to properly protect the public from injury and the highway from damage. The utility owner shall have sole responsibility for the adequacy and safety of the design and engineering of its facilities.

E. Inspection of Work

The Department reserves the right to inspect the work during such periods as the Engineer deems necessary to check compliance with the terms of the permit by the Applicant, and to require the Applicant to correct all deviations from the approved permit. If the Department is required to incur additional or unusual expense to insure compliance with the terms of the permit due to inadequate control procedures by Applicant, Applicant shall reimburse the Department for such additional cost of inspection and any repairs the Department must make to the highway. Any supervision or control exercised by the Engineer shall in no way relieve the Applicant of any duty or responsibility to the general public, nor shall such supervision or control relieve the Applicant from any such liability for loss, damage or injury to persons or property as provided in paragraph A, above.

III. LIABILITY AND CONTROL

F. Work by Utility Contractors

When the Applicant shall contract for any work to be performed on the public right-of-way under authority of the permit, the contractor shall agree in writing prior to beginning work, that such work, will be performed in accordance with the Department's current Utility Standards and Specifications and be subject to inspection by the Department to insure compliance therewith. The written agreement shall further provide that the Department shall be held harmless for any extra expense or damages to the contractor as a result of any action the Department may require to correct all deviations from the said Standards and Specifications. This agreement may be made a part of continuing contracts or bid contract documents. If not included in the contract, it shall be completed prior to work beginning. When any contractor develops a history of poor performance, the Department reserves the right to require the contractor to furnish a in an amount specified by the Engineer in accordance with paragraph IV, B., below. Upon continued refusal of a contractor to comply with Department rules, regulations and standards, the Department may ban said contractor from working within the public right-of-way.

G. Final Permit Authority

The decision of the Engineer shall be final and conclusive with respect to any of the conditions, terms, stipulations and provisions of the permit. This shall not foreclose applicant's right of appeal.

IV. INSURANCE AND BONDS

A. Requirements for Insurance

When requested in writing by the Engineer, the Applicant or his contractor shall obtain and carry, for the period of time required for the complete installation of the facilities authorized by the permit, including the repair and restoration of the highway facilities, and also during such future periods of time when operations are performed involving the repair, relocation or removal of said facilities authorized by the permit, a liability and property damage insurance policy, or policies, holding the Department harmless from any damages arising out of operations performed or authorized by the permit. The said insurance shall provide, as a minimum,

IV. INSURANCE AND BONDS [cont'd.]

coverage in the following amounts: \$200,000.00 property damage resulting from any single occurrence, and \$1,000,000.00 for the death or injury of any person, subject to a limit of \$2,000,000.00 for injuries or deaths resulting from any single occurrence. The said insurance company authorized and licensed to do business in the State of Georgia. A copy of the policy, or policies, or certificate evidencing same, shall be submitted to the Department's Engineer having jurisdiction over the area in which the proposed work is located, and must be approved by him, before any work is commenced under the permit.

B. Requirements for Bonds

When requested in writing by the Engineer, the Applicant or his contractor shall furnish, for the period of time required for the complete installation of the facilities authorized by the permit, including the repair and restoration of the highway facilities, and also during such future periods of time when operations are performed involving the repair, relocation or removal of said facilities authorized by the permit, a surety bond in the amount specified in the Special Provisions of the permit. The bond shall be written by a Surety Company duly qualified and licensed to do business in the State of Georgia. Use County Bond Form, as contained in the Appendix, or other form satisfactory to the Engineer, may be used. No work shall be commenced under the permit until the said bond has been submitted to and approved by the Department.

V. INSTALLATION DETAILS

A. Plans to Accompany Permit

The Applicant shall submit with his permit application letter size prints of a satisfactory plan showing in detail the location of his proposed facility or operations as described in the said permit application. The plans shall show the size or capacity of facilities to be installed; their relationship to highway features such as right-of-way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the highway and its operation. Four prints of the plan are normally required.

B. Construction and Work Requirements

1. Compliance with Plans

The Applicant's completed facility shall be in substantial conformance with the plans required by paragraph A, above. When changes are required and approved on construction, the Applicant shall prepare revised "as built" plans and furnish two copies for the Department's permit record files.

2. Work Standards

All Work in connection with the facility authorized by the permit shall be done in a neat and workmanlike manner to the satisfaction of the Engineer. All utility installations shall also conform with the applicable sections of this manual and current editions of the Department's Standard Specifications, rules and regulations of the State Public Service Commission the National Electrical Safety Code, the American Water Works Association standards, the recognized ANSI Standard Code for the type of facility to be installed, and any specifications or Special Provisions which may be made a part of the permit by the Department.

3. Notice of Work Beginning

Applicant shall notify the Department's Area Engineer or Inspector at least 24 hours before starting any work under the permit. Applicants must present their work schedule and plan for traffic control for approval by Department's representative. They shall provide the Construction Supervisor name and a 24 hour contact person and number.

4. Notice of Work Completion

Applicant shall notify the Department when the installation authorized by the permit has been completed so that an inspection can be made by the Department's representative to ensure that provisions of the permit have been met and that all area within the right-of-way have been adequately restored.

VI. TRAFFIC PROTECTION

A. Traffic Control

A written traffic control plan will be submitted with each permit application for work requested within the rights-of-way. Companies who have a written traffic control plan approved by the Department may meet this requirement by reference to the appropriate parts of the plan in their permit application. During the initial installation or construction of the facilities authorized by the permit, or during any future repair, removal or relocation thereof, or during any miscellaneous operations, the Applicant shall, at all times, maintain flaggers, signs, lights, flares, barricades, and other safety devices as approved by the permit or as the Engineer may reasonably deem necessary to properly safeguard the public against injury or damage. As a minimum, the Applicant must comply with the Manual on Uniform Traffic Control Devices. The Applicant shall provide a watchman, as required, to maintain said signs, lights, flares, barricades and other safety devices during non-work hours, and shall, upon request furnish the Engineer the telephone number and/or address of such watchman.

B. Restriction Against Interference with Traffic

The Applicant shall so conduct his operations that there will be a minimum of interference with or interruption of traffic upon and along the highway. This applies to both the initial installation and the continuing maintenance and operation of facilities. Except in emergencies, there shall be no interference with or interruption of traffic upon and along the highway until a plan for the satisfactory handling of traffic has been worked out and approved by the local Department Engineer or other person named in the Permit. In emergencies the Applicant shall notify the local Department Engineer or inspector as soon as practical. The Department reserves the right to prohibit any work which may interfere with traffic movement during times of peak traffic flow.

VII. MAINTENANCE

A. General Restrictions

Applicant shall at all times keep facilities authorized by the permit in a good state of repair from the standpoint of both structure and appearance. The Department may revoke the permit and order removal of any facilities which become a hazard to the public or the roadway due to improper maintenance practices.

B. Notice to Department

The utility shall give 24 hours advance notice to the Department's District Engineer, or his local representative, before undertaking any of the following maintenance activities within the State Highway right-of-way:

1. Any work which requires the blocking of one or more traffic lanes for a period of time in excess of 2 hours.
2. Installation of any temporary structures which are to remain on the right-of-way.
3. The cutting, trimming or spraying of any trees or shrubs within the right-of-way.
4. Making any pavement cut except in an emergency.
5. Making any excavation within the roadbed which may remain open overnight.

VIII. APPENDIX

APENDIX A: Fulton County Utility Encroachment Permit

B: Fulton County 903

C: Fulton County 903-A

D: Fulton County 904

E: Fulton County 905

F: Mailing List -Herbert Humphrey, P.E., Engineer
Administrator, Fulton County, Public
Works Department, 141 Pryor Street,
S.W. Suite 6001, Atlanta, Georgia
30303 (404)730-7464 (Existing Right-
of-Way)

Jack Dugger, Fulton County, Public
Works Department, 141 Pryor Street,
S.W. Suite 6001, Atlanta, Georgia
30303 (404)730-7541 (New Subdivisions)

Ben Cummings, Engineer
Construction, Engineer, 11575 B-
Maxwell Road, Alpharetta, Georgia
30004, (770) 410-3410 (North Fulton
Inspection)

Victor Robinson, Engineer
Construction, 5601 Stonewall Tell
Road, College Park, Georgia 30349
(770)306-3409 (South Fulton
Inspection)

G: Performance Bond



DEPARTMENT OF PUBLIC WORKS
141 PRYOR STREET, S.W., SUITE 6001
ATLANTA, GEORGIA 30303

APPLICATION IS HEREBY MADE TO FULTON COUNTY BY:

(UTILITY OWNER-NAME AND ADDRESS)

FOR PERMISSION TO CONSTRUCT, OPERATE AND MAINTAIN THE FOLLOWING DESCRIBED UTILITY FACILITY WITHIN THE PUBLIC RIGHT-OF-WAY OF STATE HIGHWAY NO. _____ OR COUNTY ROAD NO. _____ IN FULTON COUNTY.

DESCRIPTION _____
LOCATION: _____

THE UTILITY FACILITIES COVERED HEREBY SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS ATTACHED HERETO AND MADE A PART HEREOF. APPLICANT AGREES TO COMPLY WITH AND BE BOUND BY THE DEPARTMENT'S UTILITY ACCOMMODATION POLICY AND STANDARDS ON FILE IN THE GENERAL OFFICES OF FULTON COUNTY, MADE A PART HEREOF BY REFERENCE, AND ALL GENERAL PROVISIONS AND SPECIAL PROVISIONS SHOWN ON THE REVERSE HEREOF, OR ATTACHED HERETO, DURING THE INSTALLATION, OPERATION AND MAINTENANCE OF SAID UTILITY FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY. PERMIT REQUESTED THIS _____ DAY OF _____ 19_____.

BY: _____
(SIGNATURE)

(ADDRESS SIGNATURE)

(TYPED NAME)

(TITLE)

(TITLE)

PERMISSION IS GRANTED FOR THE ABOVE DESCRIBED UTILITY FACILITY ENCROACHMENT IN ACCORDANCE WITH THE PLANS AND PROVISIONS HEREOF. THIS PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY DESCRIBED ABOVE IS HEREBY AUTHORIZED.

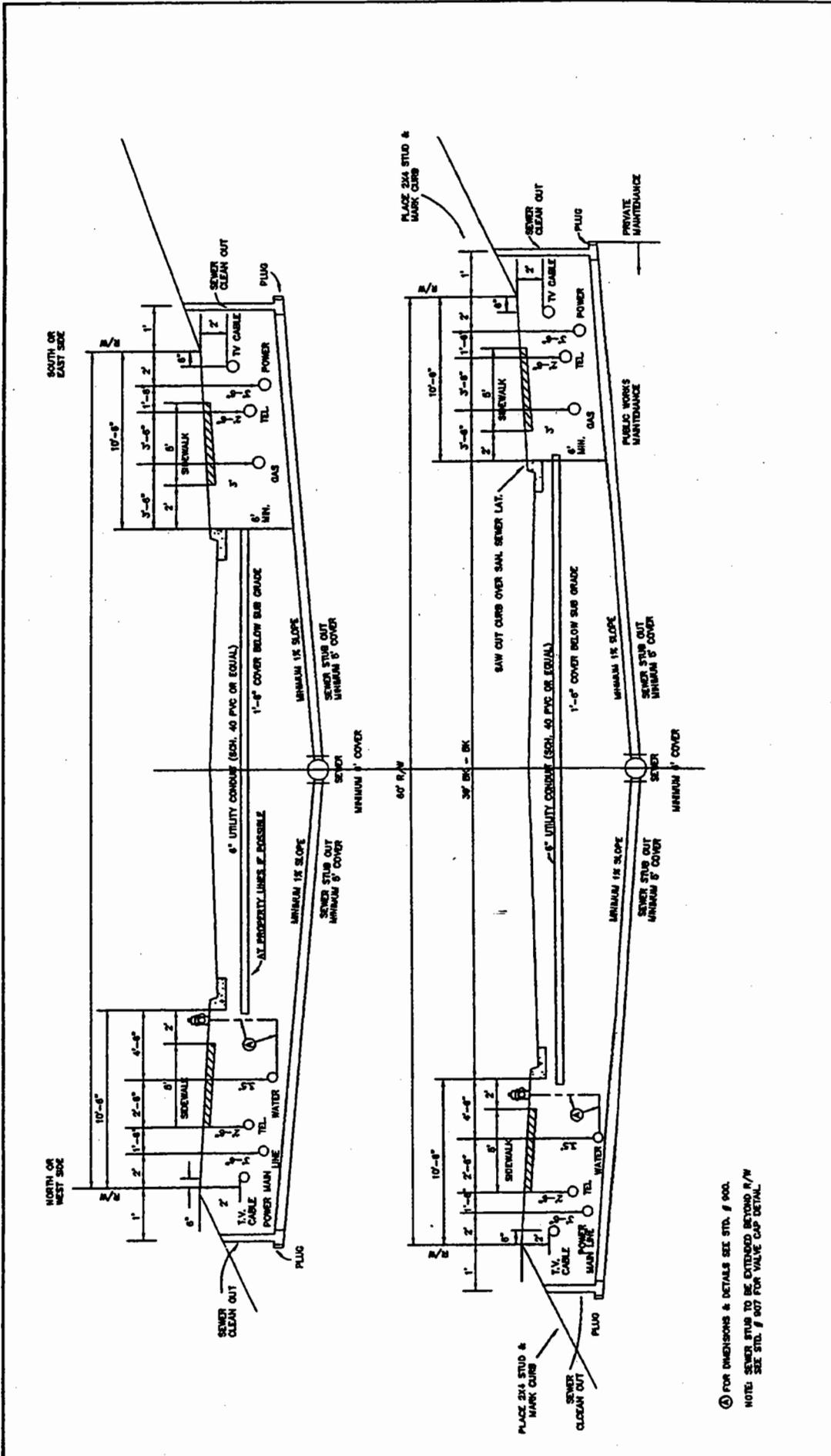
PERMIT GRANTED THIS _____ DAY OF _____ 19_____

BY: _____
(DEP. DIR., CEIII, CR II)

(TO BE COMPLETED BY FULTON COUNTY)

<p>DISTRIBUTION WHITE - APPLICANT YELLOW - DOWNTOWN OFFICE BLUE - OPERATION CENTER GREEN - INSPECTOR</p>	<p>SERVICE AREA: _____ CONSTRUCTION SUPERVISOR: _____ START DATE: _____ WORK ORDER NO: _____ 24 HR. CONTACT NO.: _____</p>
--	---

APPENDIX B



① FOR DIMENSIONS & DETAILS SEE STD. # 900.
 NOTE: SEWER STUB TO BE EXTENDED BEYOND R/W
 SEE STD. # 907 FOR VALVE CAP DETAIL.

LEGEND
 UNDERGROUND UTILITY
 TYPICAL CROSS SECTION

BY	REVISION	DATE	BY	REVISION	DATE

SCALE
 1" = 10'

DSG/DRN/CHKD: _____
 APPROVED: H.A. FRANZSEN
 P.E.

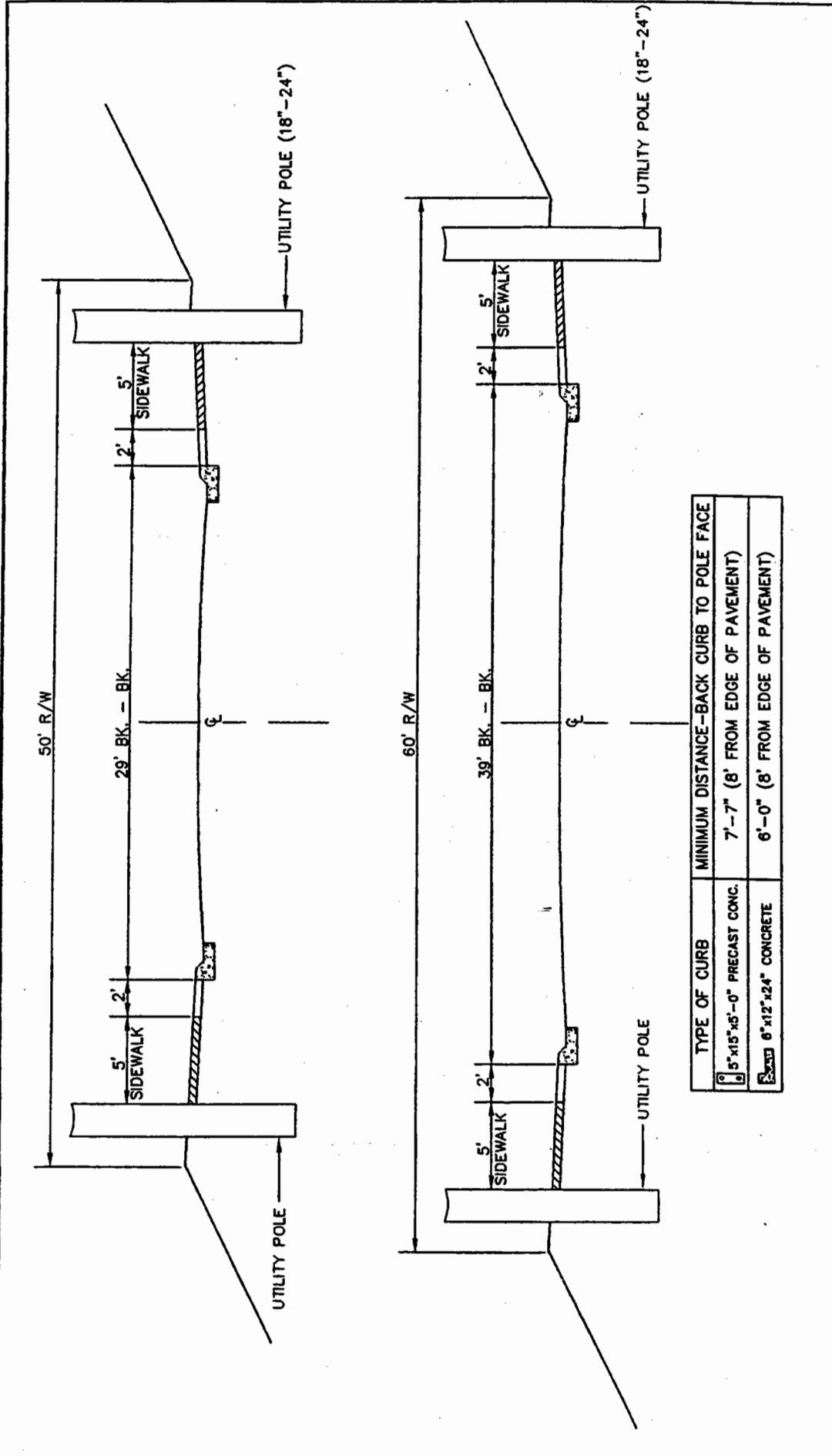
FULTON COUNTY PUBLIC WORKS
 141 PRYOR ST. ATLANTA, GA. 30303
 404-730-7400 FAX: 730-6325

DWG. NO. 903



SHEET: _____
 OF: _____

APPENDIX D



TYPE OF CURB	MINIMUM DISTANCE-BACK CURB TO POLE FACE
5'x15"x5'-0" PRECAST CONC.	7'-7" (8' FROM EDGE OF PAVEMENT)
6"x12"x24" CONCRETE	6'-0" (8' FROM EDGE OF PAVEMENT)

LEGEND	BY	REVISION	DATE	DATE	SCALE	DSG/DRN/CHKD:	DWG. NO.	SHEET:
RECOMMENDED TYPICAL UTILITY POLE LOCATIONS					1" =	APPROVED: H.A. FRANSEN	904	OF:
						DATE:		
							FULTON COUNTY PUBLIC WORKS	
							141 PRYOR ST. ATLANTA, GA. 30303	
							404-730-7400 FAX: 730-6325	

PERFORMANCE BOND

STATE OF GEORGIA, COUNTY OF FULTON

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (hereinafter known as "Contractor"), and we, _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Fulton County for the use and benefit of those entitled thereto, in the sum of _____ Dollars (\$ _____) for the payment of which well and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS: WHEREAS, the Owner has engaged the said Contractor for the sum of _____ U.S. Dollars (\$ _____) for utility construction alone _____ as more fully appears in a written Agreement bearing the date of _____, 199____, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or Contract hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in anywise affect the obligations under this obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 13-10-1 et seq and 36-82-100 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 199____.

Signed and sealed in the presence of:

CONTRACTOR: _____

1. _____

By: _____

2. _____

Title: _____

(seal)

Signed and sealed in the presence of:

SURETY: _____

1. _____

By: _____

2. _____

Title: _____

(seal)

APPROVED AS TO FORM

By: _____
(Attorney to the Owner)

Note: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Appendix C

PEG Origination Points

Fulton County Government Center
141 Pryor Street, S.W.
Atlanta, GA 30303

Fulton County PEG Access Studio
Location to be announced

North Fulton County Service Center (North Annex)
7741 Roswell Road
Atlanta, GA 30004

Fulton County School System
North Transportation Facility
410 South Main Street
Alpharetta, GA 30004

Appendix D
Institutional Network (INET) Requirements

FULTON COUNTY INSTITUTIONAL NETWORK **TECHNICAL SPECIFICATIONS AND STANDARDS**

In association with provision of the Institutional Network referenced in Section 11.13 of this Agreement, and depicted in the diagram attached to this Appendix D, Grantee shall construct and maintain a fiber network to the specifications contained herein for the purpose of data, voice and video applications. Grantee shall be materially responsible for:

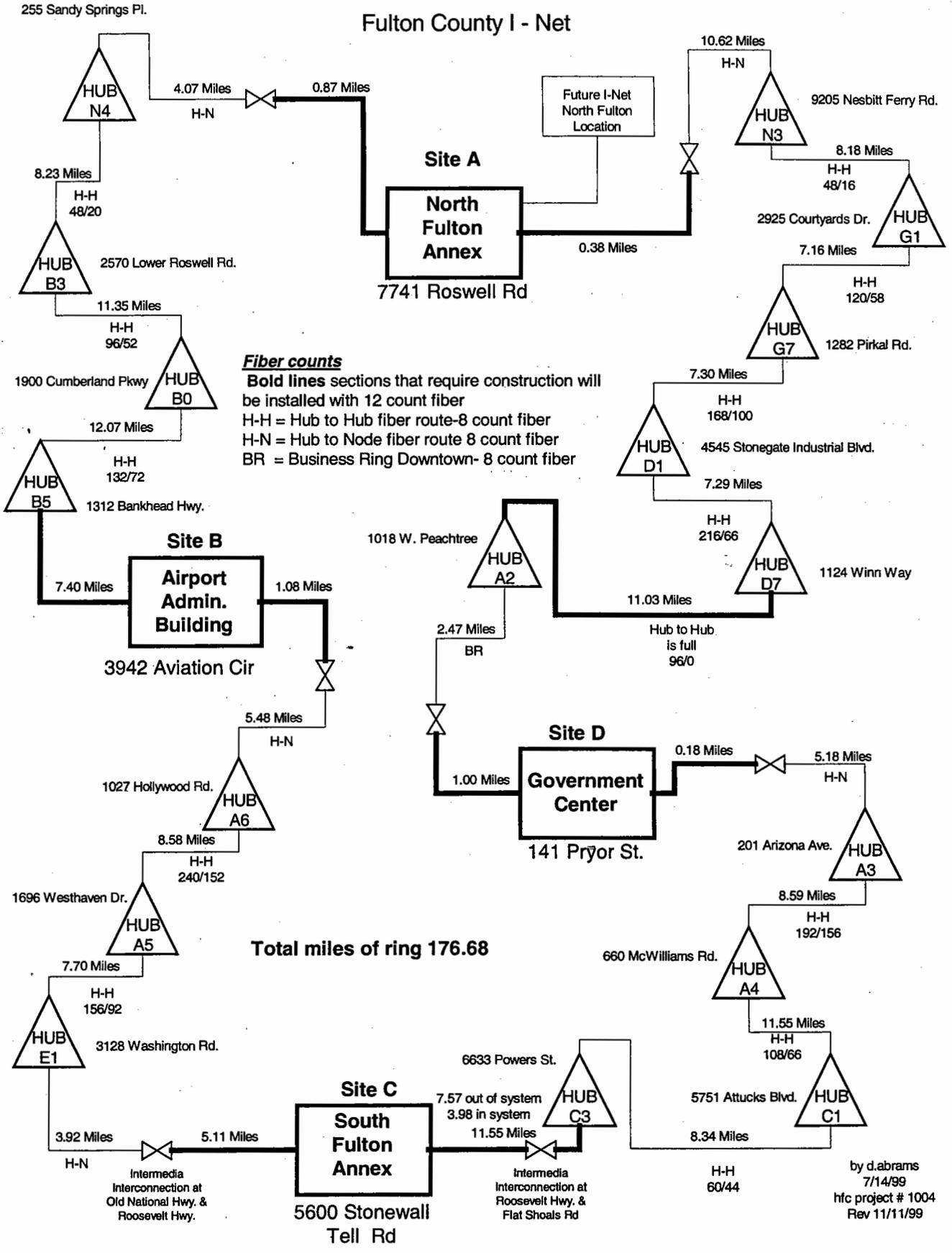
- All fiber plant/cable to point of demarcation, to include: Installation, maintenance, testing, Fiber Termination Panel ("FTP"), backboards, facilities entrances to sites, building locations, conduit, build-outs, records, and plant walk through with Fulton County Department of Information Technology personnel.
- All outside plant fiber will utilize .35db @1310nm/.25db @ 1550nm single mode fiber. All fiber runs will not exceed .40db of loss per kilometer at 1310nm.
- All fibers will be terminated into an optical demarcation FTP. All FTP's will be constructed with build-outs and SC-UPC connectors. The outbound SC-UPC connector will be considered the point of demarcation.
- All FTP's will meet Bellcore specifications contained in document # TR-NWT-000449.
- Where not present, Grantee will provide and install a backboard for the FTP.
- All facility entrances whether overhead or underground will be properly installed to meet all national and local fire, building, and electrical codes.
- Fiber cable that is bound with metal wiring of any type must be properly grounded.
- All fiber runs should meet or exceed industry standard wiring specifications.
- All fiber data will be recorded and maintained by Grantee, with specific data records attached to each FTP and a master comprehensive record provided to the Fulton County Information Technology Manager. Fiber data should include as a minimum: physical origin and termination, path, signal quality, signal loss, fiber identifiers and color codes. Modifications/updates or changes to the original should be transmitted to the Fulton County Information Technology Manager.
- Not inclusive to installation, the Grantee will coordinate with Fulton County to provide Engineering services support for the purpose of fiber deployment and re-engineering planning, consultation, technical assistance, and fiber application support.

Service Response Levels:

Severity	Time to On Site	Time for Repair Completion
Severe Loss of service	1 hour	30 Minutes per fiber
Critical Down but Operational	4 hours	30 Minutes per fiber

Severity level will be determined by Fulton County Department of Information Technology and will be reported to Grantee via direct line. The direct line must be one that is monitored 24 hours/7days.

As set forth in Section 11.13 of the Agreement, Grantee agrees to cooperate in good faith with Fulton County in the planning and prioritization of completion of various segments of the Institutional Network, and provide a representative to work directly with Fulton County on these matters.



by d.abrams
 7/14/99
 hfc project # 1004
 Rev 11/11/99

Appendix E
Customer Service Standards

APPENDIX E

CUSTOMER SERVICE STANDARDS

In addition to those standards set forth in applicable federal law and regulation, this Agreement, and in the Cable Resolution, Grantee shall be subject to the following Customer Service Standards. Nothing herein shall be interpreted to preclude the Grantee from adopting customer service standards that exceed the requirements set forth below in this Appendix E.

SECTION I SOLICITATION OF SUBSCRIPTIONS

1.1 Subscription Information.

1.1.1 Upon in-person solicitation of service or upon connection of cable service to any Subscriber and at least once a year to all Subscribers, the Grantee shall provide the following subscription information to all Subscribers, or potential subscribers in a clear, complete and comprehensible form. Such written materials shall clearly disclose the price and other information concerning Grantee's services offered including the least expensive basic tier service and an itemization of each optional service.

The following written information shall be provided:

- a. A description of the Cable Services provided by the Grantee.
- b. A listing of all rates, terms, options for programming services, and conditions for each Cable Service or tier of Cable Service, both alone and in combination, and all other charges, such as for returned checks and for relocating cable outlets;
- c. A general explanation of other communications devices which may be used in conjunction with the System, including, but not limited to, video cassette recorders, remote control devices, closed captioning decoders, parental control devices, and, if applicable, the use of publicly available equipment and a listing of the Grantee's charges for connecting such devices to the System;
- d. A description of the Grantee's billing practices and collection procedures;
- e. The Grantee's procedure for the resolution of service complaints and billing disputes. An explanation of all billing and service complaint procedures and policies, including information on how to contact the County's Cable Office, the address and telephone number of the County's Cable office where Subscribers may call with regard to billing disputes. Such information shall, at a minimum, explain the procedures for lodging a complaint with the Grantee and the procedures to be

followed by the Grantee in investigating and resolving disputes.

- f. A description of the Grantee's policies concerning credits for outages and reception problems, consistent with these consumer protection standards;
- g. An explanation of the procedures and charges, if any, for upgrading, downgrading or disconnecting services, consistent with these consumer protection standards;
- h. An explanation and required time periods for repair and maintenance procedures for the completion of installation, requests, consistent with these consumer protection standards, and an indication of the penalties for failure to complete above procedures within such time periods;
- I. The complaint resolution process;
- j. The procedures by which the Subscriber will be notified of any rate increase;
- k. The local numbers for the Grantee's Subscriber service telephone system;
- l. A listing of the access channels and a description of the purposes and uses of such channels; and
- m. A description of significant rights accorded to the Subscriber pursuant to applicable law.

1.1.2 The Grantee shall deliver three (3) copies of all such subscription information to the County within three (3) days after distributing it to the first Subscriber so that the County may ensure that the information contained therein comports with these consumer protection standards and federal law and regulations. If the County determines that such information does not comport with these consumer protection standards, federal requirements, this Agreement, or the Cable Resolution; or is misleading, the County may direct the Grantee to submit to any Subscriber corrected subscription information. The Grantee agrees that the County assumes no liability for the subscription information by virtue of its review of such information.

1.2 Right of Rescission. Anyone who requests the installation of Cable Service from the Grantee shall have the right to rescind such request at any time prior to the point in time physical installation upon the premises begins. Anyone who requests a particular service from the Grantee shall have the same right of rescission, except that such right shall expire once the requested service is actually received by such Person.

1.3 Converter Channel Locations. The Grantee will provide Subscribers with a channel location card for all Cable Services, and will provide a new card showing the then-current Channel lineup on an annual basis thereafter.

1.4 Procedure for Installation

1.4.1 Under normal operating conditions, the standards in this Section shall be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.

1.4.2 Once a request for Cable Service is received, the Grantee shall provide an estimate of the duration of the installation and either set a specific appointment time or specify a four (4) hour time block (referred to as an "Appointment Window") during normal business hours, during which the Grantee's work crew shall complete install the necessary equipment to receive cable service. The Grantee may schedule installation activities outside of normal business hours for the express convenience of the Subscriber. Once an installation is begun the process shall be completed during the scheduled visit, unless otherwise requested by the subscriber or unless circumstances prohibit. However, in no case shall an installation, once commenced, require more than two visits by Grantee (where subscriber must be present) or any longer than five days from start to completion.

1.4.3 Unless a later date is requested by a potential Subscriber, the Grantee shall complete installation of service for any new Subscriber within seven (7) business days after such request is received, where the installation is located up to 150 feet from the existing distribution system. The cost of installation of service to a new subscriber when the installation is in excess of the standard 150 foot cable drop will be charged to the subscriber at a cost not to exceed the then standard installation fee plus the pro rata share of the cost of time and materials expended for that portion of the installation in excess of 150 feet.

1.5 Records of Requests for Cable Service

1.5.1 Subject to FCC privacy rules, the Grantee shall maintain records in its ordinary course of business operations capable of showing all requests for Cable Service, which shall contain, with respect to each request for service, the name and address of the Person requesting service, the date on which service was requested, the date and appointment period on which service was scheduled to be provided and the date and appointment period service was actually provided. These records shall be assembled continuously and made available to the County in summary form and in a legible format on a quarterly basis within thirty (30) days after the end of each quarter.

1.5.2 Any information in the records required by Section 1.5.1 of this Appendix may be destroyed six (6) years after such information was collected, unless the County authorizes the Grantee, in writing, to destroy any information required by Section 1.5.1 of this Appendix prior to the expiration of such six (6) year period.

SECTION 2
ACCESSIBILITY OF GRANTEE

2.1 Accessibility of Grantee

2.1.1 Local Office. During the term of this Franchise, and any renewal thereof, Grantee shall maintain a local business no farther than fifteen (15) miles from any Fulton County cable subscriber, and an adequate number of local Customer Service Centers and bill payment locations conveniently located within its Franchise Area to service its Subscribers. These locations will be conveniently located to and accessible via public transportation.

2.1.2 Office Hours. All local customer service centers and bill payment locations shall be open during Normal Business Hours. In addition, the office schedule must include at least three (3) hours one Saturday per month, and at least one night per week open until 8 p.m.

2.1.3 Customer Service Representative Availability. Trained Customer Service Representatives (CSR's), shall be available to respond to customer telephone inquiries on the telephone access line during Normal Business Hours.

SECTION 3
TRAINING OF EMPLOYEES; TELEPHONES

3.1 Training of Employees

3.1.1 Each employee or subcontractor of the Grantee who may come into contact with members of the public shall: (i) use a vehicle appropriately identifying the Grantee; and (ii) wear a picture identification card indicating their employment with the Grantee or as a Grantee authorized subcontractor. Each employee shall also be trained to perform efficiently the various tasks, including responding to consumer inquiries and complaints, necessary to provide consumer services in a responsible and courteous manner.

3.1.2 All Grantee employees shall identify themselves by name when answering Grantee telephone lines routinely used by the public.

3.2 Customer Service Telephone Lines. Each Grantee shall maintain a local, toll free, or collect call telephone access lines for receiving requests for repair, installation services, reporting outage and responding to billing questions. These lines shall be answered twenty-four (24) hours per day, seven (7) days per week. Trained CSR's shall be available to respond to public telephone inquiries on a published access line number during Normal Business Hours. After Normal Business Hours, the telephone access line may be answered by an Automated Response System. If calls concerning area outages are received, the Automated Response System shall (i) at the end of the recorded message, permit Subscribers to report outages and to leave their name and account number, if available, for an outage credit; (ii) contact the person authorized by the Grantee to initiate corrective measures; and (iii) provide up-to-date information on known outages, such as the suspected cause, the efforts underway to correct the

problem and the estimated time when service will be restored. The Automated Response System shall record calls concerning billing questions, complaints, or other matters and the Grantee's employees shall return any such call within one (1) business day after the Automated Response System takes the message.

3.3 Minimum Standards for Operation of Telephone Access Line.

At the commencement of the term of this Agreement, the telephone Access Line (System) shall have, at a minimum, enough incoming lines and adequate staff to process incoming calls such that:

3.3.1 During Normal Operating Conditions, the Telephone Access Line shall be answered by a CSR's and the caller's concerns shall be initially addressed within thirty (30) seconds after a telephone connection is made between the caller and the Grantee. The thirty second maximum includes wait time or time spent "holding" for a CSR. This "access time" is to be measured by equipment attached to the Grantee's phone system.

3.3.2 During Normal Operating Conditions, if, after initially addressing a caller's concerns, the CSR determines that the call should be transferred to another representative of the Grantee, the transfer time shall not exceed thirty (30) seconds.

3.3.3 During Normal Operating Conditions, callers on the Telephone Access Line shall not receive "busy signals" more than three percent (3%) of the time.

3.3.4 During Normal Operating Conditions, the minimum standards set forth in this Appendix E shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis.

3.3.5 If a historical record of subscriber complaints indicates a clear failure of Grantee to comply with the minimum standards set forth in this agreement, then the County may require that Grantee's level of compliance be measured through the use of surveys or any other reliable method chosen by the County at the Grantee's expense.

3.3.6 The Telephone Access Line shall have the capability to communicate with public users of TDD/TTY equipment supporting the hearing/speech impaired.

SECTION 4 BILLING

4.1 The Format of a Subscriber's Bill

4.1.1 The bill shall be designed in such a way as to present the information contained therein clearly and comprehensively to Subscribers.

4.1.2 The bill shall contain itemized charges for each category of Service and equipment and any installation of equipment or facilities and monthly use thereof

(together, "Equipment") for which a charge is imposed (including late charges, if any), an explicit due date, the name and address of the Grantee and telephone number for the Grantee's office responsible for inquiries and billing, and the FCC Community Unit Identifier Number. The bill shall state the billing period, amount of current billing and appropriate credits or past due balances, if any.

4.1.3 The Grantee shall not charge a potential Subscriber or Subscriber for any Service or Equipment that the Subscriber has not specifically requested. A Subscriber's failure to refuse a cable operator's proposal to provide such Service or Equipment shall not be deemed to be an affirmative request for such Service or Equipment.

4.2 Billing Procedures. All bills shall be rendered monthly, unless otherwise authorized by the Subscriber, or unless service was provided for less than one (1) month.

4.3 Procedures for Collecting Late Bills

4.3.1 No bill shall be due less than fifteen (15) days from the date of the mailing post mark of the bill by the Grantee to the Subscriber. Where a bill is not post-marked, the Grantee shall maintain a record on when the bill was mailed.

4.3.2 A bill shall not be considered delinquent until at least forty-five (45) days have elapsed from the mailing post mark of the bill to the Subscriber and payment has not been received by the Grantee, provided that no bill shall be mailed more than fifteen (15) days prior to the date services covered by such bill commence, except in cases where a Subscriber requests advance billing. Late fees may be applied to a delinquent bill, so long as the billing dispute resolution procedures set forth in Section 4.4 of this Appendix have not been initiated and so long as the amount of the fee is not in excess of that allowed by applicable law.

4.4 Procedure for the Resolution of Billing Disputes

4.4.1 The billing dispute resolution procedure shall be initiated once a Subscriber contacts the Grantee's department which handles billing questions or the County, orally or in writing, so long as such contact occurs within thirty (30) days from the date of receipt of the bill by the Subscriber. If the Subscriber contacts the County, the County shall notify the Grantee, by mail, by telephone or by electronic means, that the dispute resolution procedure has been initiated, and the Grantee shall then contact the Subscriber to discuss the dispute.

4.4.2 The Subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. The Grantee shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.

4.4.3 The Grantee shall promptly undertake whatever review is necessary to resolve the dispute, and shall notify the Subscriber of the results of the review as soon as it is completed, but in no case later than twenty (20) business days after receipt from the

Subscriber of the billing dispute, problem or complaint notification.

4.4.4 The Grantee shall notify the Subscriber in writing of its proposed resolution of the billing dispute, and shall inform the Subscriber that unless an appeal is taken to the County in writing, with a copy to the Grantee within ten (10) business days after the date of postmark on the notification letter, the Grantee's resolution of the dispute shall be considered final. Where no appeal is taken, the amount the Grantee claims is due must be paid within twenty (20) days after the date of postmark on the notification letter.

4.5 Referral of Delinquent Accounts to a Collection Agency

4.5.1 If the billing dispute resolution procedures have not been initiated, the delinquent account may be referred to a private collection agency for appropriate action no sooner than thirty (30) business days after it becomes delinquent.

4.5.2 If the billing dispute resolution procedures have been initiated, the delinquent account shall not be referred to a collection agency prior to thirty (30) business days after the conclusion of those procedures.

**SECTION 5
EQUIPMENT PROVIDED BY THE GRANTEE**

5.1 Types of Equipment To Be Provided

5.1.1 The Grantee shall comply with all rules and regulations promulgated by the FCC pursuant to Sections 623, 624, and 624A of the Cable Act (47 U.S.C. §§ 543, 544 and 544a).

5.2 Terms for Rental and Loaner Equipment

5.2.1 The Grantee may require deposits on certain Equipment it provides to Subscribers, provided that all such deposits shall be placed in an escrow account for the Subscribers. There shall be no discriminating among or between Subscribers in either the requirement for or the amount of any deposit.

5.2.2 For billing purposes, the return of rental Equipment shall be deemed to have taken place on the day such equipment is returned.

5.3 Elderly and physically impaired subscribers who find it difficult or impossible to easily travel to locations to pick up or return equipment will be afforded the convenience of delivery or pick up by employees or subcontractors of the Grantee. Rental and deposits for this equipment will be subject to discounts equivalent to those that apply to the subscriber's service billing.

SECTION 6
INSTALLATIONS, OUTAGE CORRECTION AND REPAIR SERVICE

6.1 Installations. Standard Installations of Cable Services, under Normal Operating Conditions, shall be completed within seven (7) business days after the customer requests installation where the installation is located up to 150 feet from the existing distributions system.

6.2 Time Periods by Which Outages Must Be Corrected and Repairs Made

6.2.1 The Grantee shall maintain sufficient repair and maintenance crews so as to be able to respond promptly and in no event later than twenty-four (24) hours after the Grantee either receives a request for repair service or the Grantee learns of it to any "reception problem" or other service problem of either picture, or sound quality, including any outage of sound and/or picture, on any Channel except for a problem caused by an intentional, wrongful act of the Subscriber or by the Subscriber's own equipment which was not supplied by the Grantee. For purposes of this Agreement, "reception problem" shall constitute reception that an affected Subscriber reasonably determines is unsatisfactory, unless the Grantee can demonstrate that the Signals transmitted to such Subscriber are in compliance with the FCC's technical signal quality standards (47 C.F.R. § 76.601 et seq.).

6.2.2 The Grantee shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to the Franchise Agreement, and in cases where it is necessary to enter a Subscriber's premises to correct any reception problem or other service problem, the Grantee shall either set a specific appointment time or specify a four (4) hour time block during normal business hours (referred to as an "Appointment Window"), during which the Grantee's work crew shall work on the service problem. The Grantee may schedule service calls outside of normal business hours for the express convenience of the Subscriber, provided that the Grantee's CSR's shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a Subscriber's premises.

6.2.3 The Grantee shall use best efforts not to cancel any necessary scheduled service call after the close of the business on the business day prior to the scheduled appointment. If the Grantee needs to cancel a scheduled appointment, it must contact the Subscriber and receive their concurrence to reschedule at a time convenient for the Subscriber.

6.3 Failure to Meet Time Periods May Be Excused. The Grantee's failure to correct outages or make repairs within the stated time periods under Normal Operating Conditions shall be excused in the following circumstances:

- (i) If the Grantee could not obtain access to the Subscriber's premises; or
- (ii) If the County, acting reasonably, agrees with the Grantee that correcting such outages or making such repairs was not reasonably possible within the allotted

time period.

- 6.4 **No Charge for Repair Service.** The Grantee shall not impose any fee or charge any Subscriber for any service call to his or her premises to perform any repair or maintenance work for the Grantee's failure to provide service.
- 6.5 **Service Calls To Be Provided on a Nondiscriminatory Basis.** The Grantee shall provide all service calls throughout the Franchise Area on a nondiscriminatory basis.
- 6.6 **Records of Repair Service Requests**

6.6.1 The Grantee shall keep records capable of showing all requests for repair service and information on outage correction (to the extent available with respect to each of the following types of information), which shall show, at a minimum, the name and address of the affected Subscriber, the date, and the approximate time of request, the date and approximate time the Grantee responds, the date and the approximate time service is restored, and the type and the probable cause of the problem. Such records shall also corrective action taken, and, in the case of outages, shall estimate the number of describe the Subscribers affected. For the purposes of this **Section 6.6.1**, "time" shall mean the time of request or appointment period, as applicable. **Grantee shall keep accurate records and submit to the County a summary of repair and outage records on a quarterly basis within thirty (30) days after the end of each quarter.**

6.6.2 Any information in the records required by **Section 6.6.1** of this Appendix may be destroyed five (5) years after such information was collected, unless the Franchising Authority authorizes the Grantee, in writing, to destroy any information required by **Section 6.6.1 of this Appendix** prior to the expiration of such six (6) year period.

6.6.3 **Minimum Compliance Percentage.** During Normal Operating Conditions, the Grantee shall meet or exceed the minimum standards set forth in this **Section 6** ninety-five percent (95%) of the time, measured on a quarterly basis.

(Normal Operating Conditions are defined as, "All operating environments except Acts of God and natural disasters.")

SECTION 7 SUBSCRIBER COMPLAINTS

- 7.1 **Complaints.** For the purposes of this Appendix, "complaint" shall mean any written communication by a Subscriber or oral communication by a Subscriber or potential Subscriber reduced to writing, including computer form, expressing dissatisfaction with any non-programming aspect of the Grantee's business or operation of the System other than dissatisfaction with particular programming that is carried or not carried on Grantee's system.

7.2 Time Period for the Resolution of Complaints. Except where another time period is required by the Cable Resolution, this Agreement or by any other provision of this Appendix, the Grantee shall make its best efforts to resolve all complaints, as soon as practicable and in no event later than seven (7) business days, after they are received by the Grantee. Within two (2) business days of receiving a written complaint or a complaint forwarded to the Grantee by the County, the Grantee shall notify the Person who made the complaint, either by telephone or in writing, that the complaint has been received and that the Grantee will make its best efforts to resolve such complaint within seven (7) business days of receipt of such complaint by the Grantee.

7.3 Referral of Complaints from the County to the Grantee

7.3.1 If the County is contacted directly about a complaint concerning the Grantee, the County shall notify the Grantee within two (2) business days both verbally and electronically.

7.3.2 Within seven (7) business days after being notified about the complaint, the Grantee shall provide to the County a report summarizing the findings, explaining any corrective steps which are being taken and indicating that the Person who registered the complaint has been notified of the resolution.

7.4 Complaint Records

7.4.1 The Grantee shall maintain complaint records, which shall record the date a complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution, a description of the resolution and an indication of whether the resolution was appealed. Grantee shall keep accurate records and submit to the County a summary of complaint records on a quarterly basis within thirty (30) days after the end of each quarter.

7.4.2 Any information in the records required by **Section 7.4.1** of this Appendix may be destroyed after five (5) years after such information was collected, unless the County authorizes the Grantee, in writing, to destroy any information required by **Section 7.4.1** of this Appendix prior to the expiration of such six (6) year period.

SECTION 8 NOTICE

8.1 Notice Required

8.1.1 The Grantee shall provide notice to the County and all Subscribers of any change in any fee, charge, deposit, term or condition, rates, or programming service, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change. All notices required by this Section 8.1.1 shall specify, as applicable, the service or services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.

8.1.2 The Grantee shall provide notice, in writing, to the County and all Subscribers of any change in any Channel assignment or in any Service provided over any such Channel, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change.

SECTION 9 TERMINATION OF SERVICE AND DISCONNECTION

- 9.1 **Notice of Termination of Service.** The Grantee may terminate service to any Subscriber whose bill has not been paid after it becomes delinquent, so long as the Grantee gives proper notice to the Subscriber and the billing dispute resolution procedures have not been initiated.
- 9.2 **Resubscription to Cable Service.** The Grantee shall not refuse to serve a former Subscriber whose service was terminated, so long as all past bills and late charges have been paid in full.
- 9.3 **Length of Time to Disconnection.** If disconnection occurs at the Subscriber's written or oral request, then, for billing purposes, it shall be deemed to have occurred three (3) days after the Grantee receives the request for disconnection unless (i) it in fact occurs earlier or (ii) the Subscriber requests a longer period.
- 9.4 **Scheduling Appointments.** The Grantee shall either set a specific appointment time or specify a four (4) hour Appointment Window time period during Normal Business Hours, during which its work crew shall visit the Subscriber's premises to disconnect service and to remove any Equipment. The Grantee may schedule such service outside normal business hours for the express convenience of the Subscriber.
- 9.5 **Restoration of Subscriber Premises.** The Grantee shall ensure that the subscriber's premises are promptly, within fourteen (14) calendar days, restored to their original condition if damaged by the Grantee's employees or agents in any respect in connection with the installation, repair or disconnection of Cable Service.

SECTION 10 CREDITS AND REFUNDS

- 10.1 **Grounds.** As a result of the Grantee's failure to comply with consumer protection standards, under Normal Operating Conditions, the Grantee shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:
- (1) for a failure of the Grantee's crew to arrive at the Subscriber's premises at the scheduled time or within the promised four (4) hour period for any Installation service, a credit equal to free installation shall be applied to the next customer bill;
 - (ii) for a failure of the Grantee to complete installation of service within the scheduled time period, unless otherwise excused, a credit equal to free installation;
 - (iii) for any reception problem, including any outage of sound and/or picture or any Channel, or for a Service Interruption or for any other service problem which remains unrepaired for more than 24 hours after either the Grantee receives from the Subscriber a request for repair service (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Grantee such access) or the Grantee learns of such problem, upon Subscriber request a minimum credit in an amount equal to 1/30 times the total bill for Cable Services of such Subscriber for the preceding billing period, for each twenty-four (24) hour period during which such reception problem persists

for at least four (4) hours;

- (iv) for a failure of the Grantee's crew to arrive to correct any outage or make any repair during the stated time period (except where such crew is no longer required due to a repair effected in a nearby portion of the System, in which case the Subscriber shall be notified by telephone that a visit to such Subscriber's residence is no longer necessary), a credit in an amount equal to all charges billed to such Subscriber for the prorated period; and
- (v) for the improper termination of service to a Subscriber, free reconnection and a credit in an amount equal to all charges billed to such Subscriber for a period equal to the total number of days such Subscriber does not have service.

10.2 Purpose. The Grantee agrees that each of the foregoing occurrences necessitating such credits shall result in injury to such Subscribers, which injury will be difficult to ascertain and to prove. The Grantee agrees that each of the foregoing credits is a fair and reasonable compensation for such injury and that such compensation constitutes liquidated damages, not a penalty or forfeiture.

10.3 Calculation. For the purpose of calculating the amount of credit owed pursuant to **Section 10. 1 (iii) of this Appendix**, such four (4) hour period shall be deemed to have begun at the time the outage is reported.

10.4 Credits. With respect to any credit described in **Section 10. 1 (iii) of this Appendix**, the Grantee shall provide a credit on each Subscriber's bill to any eligible Subscriber who makes application therefor by written or oral notice within thirty (30) days after the outage or reception problem occurred. With respect to any other credits enumerated in **Section 10. 1 of this Appendix**, the Grantee shall provide such credit automatically to the affected Subscriber's next bill.

10.5 Refunds. Refund checks shall be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if the service is terminated.

SECTION 11 MISCELLANEOUS REQUIREMENTS

11.1 Charge for Downgrades. The downgrading of a Subscriber's service shall and in no event exceed the cost for any upgrading of a Subscriber's service by such method(s). Charges for changes in service tiers or equipment that are impossible to be made by coded entry on a computer terminal or other similarly simple method and that involve a more complex method shall not exceed the cost set forth by applicable law, and in no event shall exceed the cost for any upgrading of a Subscriber's service by such method.

11.2 Subscriber Information. The Grantee shall display a written notice on an information Channel from time to time, stating that information, complaint resolution and repair service may be obtained by telephoning the Grantee at a designated telephone number.

11.3 Credits. In the event applicable law permits, at any time during the term of this Agreement, the County requires the Grantee to retroactively decrease or "rollback" rates, fees or charges for any Service provided pursuant to the Agreement, the

Grantee shall automatically provide a credit on each Subscriber's bill affected by such decrease or rollback, or shall pay to each Subscriber, in cash or by check, the amount of the credit if such credit would be equal to or more than the average bill of such Subscriber for the immediately preceding three (3) month period.

- 11.4 Retention of Records/Pending Litigation. Notwithstanding the above requirements regarding retention of records, any record that relates to any pending or anticipated litigation involving the Grantee shall be retained. The Grantee may request permission to destroy records in such situations after giving reasonable notice to the parties to the litigation and providing a reasonable period of time for the parties to initiate discovery proceedings or subpoena the records.

SECTION 12 FAILURE TO COMPLY WITH THESE REQUIREMENTS

12.1 Material Requirements.

12. 1. 1 The Grantee agrees that substantial, uncured or repeated, failure to comply with any material requirement set forth in these consumer protection standards shall constitute an Event of Default.

12. 1. 2 The Grantee also agrees that if the County determines, in the exercise of its sole discretion, that the Grantee has, after notice from the County, repeatedly failed to comply with any requirement set forth in these consumer protection standards, then the County may elect to treat such failure in all respects as an Event of Default.

- 12.2 Liability for Contractors'/Subcontractors' Failure to Comply. If the Grantee fails to take reasonable steps to ensure that its contractors, subcontractors or agents abide by these consumer protection standards, the Grantee shall be liable for any breach of these consumer protection standards committed by its contractors, subcontractors, or agents just as if the Grantee itself had committed the breach.

SECTION 13 DEFINITIONS

13.01 "Appointment Window" means either a specific time or, at a maximum, a four-hour time block during Normal Business Hours. The operator may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer.

13.02 "Automated Response System" means any type of telephone answering system or service that responds to a telephone call with a live operator or a recorded message and allows the caller to leave a message directed to the Grantee. All mechanized Automated Response Systems shall allow for at least 60 seconds of message record time per caller.

13.03 "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, and the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) and as may, from time to time, be amended.

13.04 "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. "Normal Business Hours" must include some

evening hours at least one night per week and/or some weekend hours.

13.05 "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, and reasonable periods of time after the occurrence of the event causing such conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

13.06 "Service Interruption" means the loss of picture or sound on one or more cable channels, or unreasonable degradation of the aural or video signal to the extent programming on the channel cannot be viewed or heard by a Subscriber.

13.07 "Standard Installation" means an installation of equipment and other materials necessary in order to provide Cable Services, where the surface distance from the Grantee's distribution line to the nearest exterior point of the structure for which the installation has been ordered is 150 feet or less.

WALIB:87462.2\110459-00001

Appendix F
Schedule of Rates

**North Fulton Broadband
TV Services and Rates**



MEDIAVUE PACKAGES

MediaVue package includes Basic I, Basic II, Basic III, Home Communications Terminal, Electronic Program Guide, and Universal Remote Control.

MediaVue.....	\$36.24/mo.
MediaVue 1 includes MediaVue, plus...	
(w/HBO, HBO Plus & HBO Signature)	\$48.19/mo.
(w/Cinemax & MoreMax)	\$46.19/mo.
(w/Showtime & Showtime 2)	\$46.19/mo.
(w/STARZ!, Encore & BET Movies).....	\$46.19/mo.
MediaVue 2 includes MediaVue, HBO, HBO Plus, HBO Signature, plus...	
(w/Cinemax & MoreMax)	\$54.19/mo.
(w/Showtime & Showtime 2)	\$54.19/mo.
(w/STARZ!, Encore & BET Movies).....	\$54.19/mo.
MediaVue 3 includes MediaVue, HBO, HBO Plus, HBO Signature, Showtime, Showtime 2, Cinemax & MoreMax, plus...	
(w/STARZ!, Encore & BET Movies)	\$64.14/mo.
(w/The Movie Channel)	\$64.14/mo.
MediaVue 4 includes MediaVue, HBO, HBO Plus, HBO Signature, Showtime, Showtime 2, Cinemax, MoreMax, The Movie Channel, STARZ!, Encore & BET Movies	\$70.95/mo.

EQUIPMENT FOR PURCHASE

Universal Remote Control.....	\$11.00
A/B Switch	\$2.98 & up
VCR/Digital Audio Kit	\$7.74 & up

EQUIPMENT FOR RENT

Home Communications Terminal (each)	\$2.60/mo.
Remote Control (each).....	\$.25/mo.

OTHER PACKAGES

Basic I is required to receive this service. Basic III includes all cable networks with the exception of Premium, MediaOne Home Theater Pay Per View and Basic II channels.

Basic I	\$11.60/mo.
Basic II	\$2.10/mo.
Basic III	\$19.69/mo.
Total Basic.....	\$33.39/mo.

MEDIAONE HOME THEATER PAY PER VIEW

To order MediaOne Home Theater Pay Per View, you need a Home Communications Terminal. Select from 5 MediaOne Home Theater Pay Per View channels. Movies range from \$2.95 up. See Channel 84 for MediaOne Home Theater Pay Per View Previews and further pricing information. (See Note 2.)

North Fulton Broadband TV Services and Rates

MEDIAONE HOME THEATER PAY PER VIEW PROCESSING CHARGES*

CSR-Assisted Orders	\$1.00/ea.
---------------------------	------------

**Personal control numbers can be set up per your request.*

PREMIUM CHANNELS

Basic 1 is required to receive any of these services. (See Notes 2 and 5.)

HBO	\$11.95/mo.
HBO Plus	No monthly charge*
HBO Signature.....	No monthly charge*
Showtime	\$9.95/mo.*
Showtime 2	No monthly charge*
Cinemax	\$9.95/mo.*
MoreMax	No monthly charge*
The Movie Channel	\$9.95/mo.*
STARZ, Encore & BET Movies	\$9.95/mo.*

**Purchase of primary Premium service required. Addressable receiver required.*

ADDITIONAL OPTIONS

Line Maintenance Plan: *When you subscribe to the Line Maintenance Plan, MediaOne will locate the source of the service problem in the inside wiring and the outlet or jack inside your residence. If the problem is in the wiring between the point where service enters your residence and (up to and including) the wall outlets, MediaOne will repair the inside wiring and outlets. If you do not subscribe to the plan and the problem is found in your inside wiring, you may be assessed a \$20.00 service call fee*

.....	\$1.50/mo.
Additional Outlet	No monthly charge
Duplicate Premium Channels	No monthly charge

MONTHLY PROGRAM GUIDE

Broadband Monthly.....	\$ 2.50/mo.
------------------------	-------------

INSTALLATION OF SINGLE CABLE LINE (See Note 1.)

Unwired Home	\$32.75
Prewired/Reconnect/Restart Home.....	\$22.25*
Additional Outlet (same trip)	\$15.25
Additional Outlet (separate trip)	\$21.25
Relocate Outlet (same trip)	\$15.25
Relocate Outlet (separate trip).....	\$21.25
Wiring Within Walls (per outlet)	\$43.75

**This includes single-family or multi-family homes.*

OTHER CHARGES

Addressable Upgrade Fee (See Note 3.)	\$2.00
Upgrade Fee (in field).....	\$15.25
Hourly Service Call Charge (See Note 4.).....	\$35.00
Collection Activity Fee.....	\$20.00



This is Broadband. This is the way.

Returned Check Charge\$20.00
Late Fee\$6.00

COMMERCIAL RATES

Nonresidential establishments, to include Bars, Restaurants, Retail Stores, Offices, etc. (This does not include Apartments, Hotels, Motels, Bulk Businesses. If you fall under this category, please call for a quotation.)

Cable Service

Primary Outlet Basic III Plus Basic II\$41.95/mo.
1st Basic III Additional Outlet\$31.95/mo.
3rd Outlet Or More\$15.95/mo.

Installation Charges

Standard Installation*\$99.00
Additional Outlet (same trip)\$50.00/ea.
Nonstandard InstallationBased on field estimate; prices may vary.

**Standard Installation applies to reconnection of service to an existing service outlet or is applied in addition to nonstandard installation fees.*

Itemized on your bill is a "franchise fee" charge. These are the fees paid directly to local communities for the use of their rights-of-way and are based on a system's gross receipts. The franchise fee will be charged on all services. This fee differs by area served from 3% to 5%. In addition, there are separate state and local taxes which may be assessed on services, as well as FCC regulatory fees.

Service deposit for customers disconnected for nonpayment is required.

NOTES:

1. The standard cable connection fee does not include wiring within the walls. If your home requires a customized connection, the cost will be quoted to you prior to the work being done.
2. A Home Communications Terminal is required for Premium Channels (with the exception of HBO) and MediaOne Home Theater Pay Per View capabilities.
3. Fees for increasing levels of service made over the phone, without a field visit, are \$2.00 per transaction. MediaOne does not charge for reductions in service levels.
4. Service calls are billed at the hourly service charge rate, with a 30-minute minimum. This charge applies to customers who do not take the Line Maintenance Plan.
5. MediaOne may present free previews of Premium services. If you do not wish to receive a particular preview, please contact our customer service department and we will arrange to block it out - free of charge.

We're Committed To Satisfying Your Concerns

MediaOne places a very high priority on ensuring that our customers are satisfied with the services we provide. Toward this goal, MediaOne has designed the following procedures to respond to any concerns you may have regarding your cable service. Please follow these procedures to help us address your concerns as promptly and efficiently as possible.

If you have a concern regarding the signal you are receiving or any other aspect of your cable service, we encourage you to first call Customer Service at (770) 559-2000. We are here to serve you 7 days a week, 24 hours a day.

If you are not satisfied with the manner in which your concern has been addressed after speaking with our Customer Service Department, please write to MediaOne Customer Relations at the address listed below:

Customer Relations, MediaOne, Inc.
2925 Courtyards Dr., Norcross, GA 30071

If you wish, you may also contact your local franchising authority. Please consult the list here to locate the proper office.

Again, we encourage you to contact us if you are concerned about any aspect of your cable service. MediaOne looks forward to serving you with excellence.

Franchise Authorities

GA0919
City of Roswell
38 Hill Street
Roswell, GA 30075

GA0411
City of Alpharetta
2 South Main Street
Alpharetta, CA 30004
(770) 475-9566

GA0070
Fulton County
141 Pryor Street, SW
Suite 9049
Atlanta, GA 30303
(404) 302-8482

MediaOne®

This is Broadband. This is the way.

AKA060199

**North Fulton
TV Services and Rates**



BASIC I

This service consists of local broadcast channels, any applicable government, public or educational access channels, and other selected services.

First Outlet.....\$11.60/mo.
Additional OutletNo monthly charge

BASIC II

Basic I is required to receive this service. This package includes TV Land, WGN and The Weather Channel.

Basic II\$2.10/mo.

BASIC III

Basic I is required to receive this service. Basic III includes all cable networks with the exception of Premium, Pay Per View and Basic II channels.

Basic I\$11.60/mo.
Basic III\$19.69/mo.
Total.....\$31.29/mo.
Additional OutletNo monthly charge

PREMIUM CHANNELS

Basic I is required to receive any of these services. (See Notes 2 and 5.)

HBO\$11.95/mo.
The Movie Channel\$9.95/mo.
Cinemax\$9.95/mo.
Showtime\$9.95/mo.

DUPLICATE PREMIUM CHANNELS

There is a \$3.00 monthly charge per household for duplicated Premium Channels.

DIGITAL AUDIO SERVICE

Commercial-free, CD-quality music channels. Includes blues, classical, rock, country, Big Band/swing, and gospel. Monthly price includes tuner and DJ remote. Installation required.\$9.95/mo.

LINE MAINTENANCE PLAN

When you subscribe to the Line Maintenance Plan, MediaOne will locate the source of the service problem in the inside wiring and the outlet or jack inside your residence. If the problem is in the wiring between the point where service enters your residence and (up to and including) the wall outlets, MediaOne will repair the inside wiring and outlets. If you do not subscribe to the plan and the problem is found in your inside wiring, you may be assessed a \$20.00 service call fee.....\$1.50/mo.

North Fulton TV Services and Rates

MEDIAONE HOME THEATER PAY PER VIEW

To order MediaOne Home Theater Pay Per View, you need an addressable receiver. Prices vary. Tune to Channel 8 for MediaOne Home Theater Pay Per View Previews and further pricing information. (See Note 2.)

MEDIAONE HOME THEATER PAY PER VIEW PROCESSING CHARGES*

CSR-Assisted Orders\$1.00/ea.

*Personal control numbers can be set up per your request.

EQUIPMENT FOR RENT

Addressable Receiver (each).....\$.71/mo.

Home Communications Terminal (each)\$2.60/mo.

Remote Control (each).....\$.25/mo.

EQUIPMENT FOR PURCHASE

Universal Remote Control.....\$11.00

A/B Switch\$2.98 & up

VCR/Digital Audio Kit\$7.74 & up

MONTHLY PROGRAM GUIDE

Broadband Monthly\$2.50/mo.

INSTALLATION OF SINGLE CABLE LINE (See Note 1.)

Unwired Home\$32.75

Prewired/Reconnect/Restart Home\$22.25*

Additional Outlet (same trip)\$15.25

Additional Outlet (separate trip)\$21.25

Relocate Outlet (same trip)\$15.25

Relocate Outlet (separate trip)\$21.25

Wiring Within Walls (per outlet)\$43.75

Digital Audio Installation (same trip)\$15.25

Digital Audio Installation (separate trip)\$21.25

*This includes single-family or multi-family homes.

OTHER CHARGES

Addressable Upgrade Fee (See Note 3.)\$2.00

Upgrade Fee (in field)\$15.25

Hourly Service Call Charge (See Note 4.)\$33.69

Collection Activity Fee\$20.00

Returned Check Charge\$20.00

Late Fee\$6.00



COMMERCIAL RATES

Nonresidential establishments, to include Bars, Restaurants, Retail Stores, Offices, etc. (This does not include Apartments, Hotels, Motels, Bulk Businesses. If you fall under this category, please call for a quotation.)

Cable Service

Primary Outlet Basic III Plus Basic II	\$41.95/mo.
1st Basic III Additional Outlet	\$31.95/mo.
3rd Outlet Or More	\$15.95/mo.

Digital Audio Service

Digital Audio Primary Service.....	\$41.95/mo.
1st Digital Audio Additional Outlet.....	\$31.95/mo.
3rd Digital Audio Outlet Or More.....	\$15.95/mo.

Installation Charges

Standard Installation*.....	\$99.00
Additional Outlet (same trip).....	\$50.00/ea.
Nonstandard Installation	Based on field estimate; prices may vary.

**Standard Installation applies to reconnection of service to an existing service outlet or is applied in addition to nonstandard installation fees.*

Itemized on your bill is a "franchise fee" charge. These are the fees paid directly to local communities for the use of their rights-of-way and are based on a system's gross receipts. The franchise fee will be charged on all services. This fee differs by area served from 3% to 5%. In addition, there are separate state and local taxes which may be assessed on services, as well as FCC regulatory fees.

Service deposit for customers disconnected for nonpayment is required.

NOTES:

1. The standard cable connection fee does not include wiring within the walls. If your home requires a customized connection, the cost will be quoted to you prior to the work being done.
2. Addressable receiver is required for Premium Channels and MediaOne Home Theater Pay Per View capabilities.
3. Fees for increasing levels of service made over the phone, without a field visit, are \$2.00 per transaction. MediaOne does not charge for reductions in service levels.
4. Service calls are billed at the hourly service charge rate based upon average time for a service call. This charge applies to customers who do not take the Line Maintenance Plan.
5. MediaOne may present free previews of Premium services. If you do not wish to receive a particular preview, please contact our customer service department and we will arrange to block it out - free of charge.

We're Committed To Satisfying Your Concerns

MediaOne places a very high priority on ensuring that our customers are satisfied with the services we provide. Toward this goal, MediaOne has designed the following procedures to respond to any concerns you may have regarding your cable service. Please follow these procedures to help us address your concerns as promptly and efficiently as possible.

If you have a concern regarding the signal you are receiving or any other aspect of your cable service, we encourage you to first call Customer Service at (770) 559-2000. We are here to serve you 7 days a week, 24 hours a day.

If you are not satisfied with the manner in which your concern has been addressed after speaking with our Customer Service Department, please write to MediaOne Customer Relations at the address listed below:

Customer Relations, MediaOne, Inc.
2925 Courtyards Dr., Norcross, GA 30071

If you wish, you may also contact your local franchising authority. Please consult the list here to locate the proper office.

Again, we encourage you to contact us if you are concerned about any aspect of your cable service. MediaOne looks forward to serving you with excellence.

Franchise Authorities

GA0919
City of Roswell
38 Hill Street
Roswell, GA 30075

GA0411
City of Alpharetta
2 South Main Street
Alpharetta, GA 30004
(770) 475-9566

GA0070
Fulton County
141 Pryor Street, SW
Suite 9049
Atlanta, GA 30303
(404) 302-8482

MediaOne[®]

This is Broadband. This is the way.

AKA010199

Appendix G
Non-Discrimination Ordinance

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement. It is the policy of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County and all vendors and contractors doing business with it shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County that the contracting and procurement practices of Fulton County should not implicate Fulton County as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

Authority to Investigate. The Director of the Department of Contract Compliance shall be authorized to investigate discriminatory practices of a bidder, contractor or vendor who contracts with or seeks to contract with Fulton County. Such investigation may be initiated by the Director of the Department of Contract Compliance on the Director's own initiative, or by complaint from another, when information available to the Director provides a reasonable basis to believe that such contractor or vendor may be engaging in private discriminatory conduct.

Promise of Non-Discrimination. In consideration of, and as condition precedent to, the right and privilege to bid on or obtain construction projects and other procurement contracts of Fulton County, each bidder, contractor, or vendor shall be required to submit to the Director of the Department of Contract Compliance a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument, unless subsequently amended by the County's Attorney, shall provide substantially as provided in Exhibit A (enclosed).

This is a brief summary of the objectives and provisions of the "ORDINANCE PROVIDING FOR NON-DISCRIMINATION IN PURCHASING AND CONTRACTING; TO PROVIDE FOR THE MONITORING OF PURCHASING AND CONTRACTING BY THE DEPARTMENT OF CONTRACT COMPLIANCE; TO PROVIDE FOR THE INVESTIGATION BY THE DEPARTMENT OF CONTRACT COMPLIANCE REGARDING ALLEGATIONS OF DISCRIMINATION BY PERSONS OR ENTITIES THAT DO BUSINESS WITH FULTON COUNTY; TO PROVIDE FOR HEARINGS REGARDING ALLEGATIONS OF DISCRIMINATION; TO PROVIDE FOR SANCTIONS; AND FOR OTHER PURPOSES", established by the Fulton County Board of Commissioners on July 7, 1999.

For a complete copy of the Ordinance, contact the Department of Contract Compliance located at 141 Pryor Street, SW, Suite 8021, Atlanta, Georgia 30303, (404) 730-6300.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, you must submit the following completed documents. Failure to provide this information shall result in the Bid being deemed non-responsive:

- ▶ **Promise of Non-Discrimination (Exhibit A)**
- ▶ **Employment Report (Exhibit B)**
- ▶ **Joint Venture Disclosure Affidavit (Exhibit F), if applicable.**

The following completed documents shall be submitted only if you are the lowest responsible and responsive bidder. The appropriate document(s) must be submitted prior to issuance of the notice to proceed and/or a purchase order.

- ▶ **Schedule of Intended Subcontractor Utilization (Exhibit C)**
- ▶ **Letter of Intent to Perform As A Subcontractor Or Provide Materials Or Services (Exhibit D)**
- ▶ **Declaration Regarding Subcontractor Practices (Exhibit E)**

The following document shall be completed as instructed if awarded the bid:

- < **Prime Contractor's Subcontractor Utilization Report (Exhibit G)**

MediaOne of Colorado, Inc.
 M/WBE Report
 September 1, 1999 thru September 30, 1999

	Current	YTD
Total Dollars Spent	\$ 59,521,763	\$ 276,329,582
Less Exclusions:		
A. Utilities:	\$ 1,635,422	\$ 9,151,553
B. Single Source Suppliers**:	\$ 25,970,047	\$ 116,984,021
C. Programming:	\$ 4,876,377	\$ 40,153,124
D. Employee	\$ 91,050	\$ 774,665
E. Customer Refunds/One-time	\$ 50,650	\$ 908,100
F. Gov't Authorities:	\$ 1,721,812	\$ 11,093,431
G. Revenue Share Vendors:	\$ 257,126	\$ 1,581,586
H. Property Tax:	\$ 4,040,280	\$ 5,459,252
I. Land Easements	\$ 45,400	\$ 370,834
J. Payroll Vendors	\$ 73,952	\$ 233,305
K. Incentive Payouts	\$ 1,745	\$ 15,520
L. Rentals:	\$ 305,024	\$ 2,081,525
	\$ 39,068,885	\$ 188,806,915
Total Dollars Net of Exclusions:	\$ 20,452,878	\$ 87,522,667
M/WBE Performance:		
A. African American Business (AABE)	8%	11%
B. Asian American Business (ABE)	0%	0%
C. Hispanic Business (HBE)	0%	0%
D. Native American (NABE)	0%	0%
E. Female Business (FBE)	10%	14%
Total M/WBE Dollar Spent	\$ 3,703,001	\$ 21,950,123
Total M/WBE Performance	18%	

Subscriber Date	Sept '99	Total Allocated Dollars Net of Exclusions	Total Atlanta M/WBE Dollars	M/WBE Allocated Performance
Subscribers for MediaOne	490,910	\$ 3,154,654	\$ 899,739	29%
Subscribers for Atlanta Allocated for Atlanta	75,718			
	15.42%			

** Includes US West and MediaOne Contracts

MediaOne of Colorado, Inc.
 Equal Business Opportunity Report
 City of Atlanta - Atlanta Upgrade
 September 1999

Total dollars spent by capital project - Atlanta	\$	1,097,213
Total dollars spent with minority contractors	\$	302,563
Percentage of minority dollars used		28%

Contractor	Minority Status	Dollars Spent	% of minority dollars used
DSI Cable	AABE	3,072	0%
Farley Technologies	AABE	28,755	3%
IMMCO, Inc.	APBE	31,265	3%
Metro Atlanta Utility	AABE	26,775	2%
Spectrum Cable Services	FBE	129,477	12%
Thomason Enterprises	FBE	80,470	7%
Virtek, Inc.	FBE	2,749	0%
Total Minority Dollars		302,563	28%
Ansco & Associates	Majority	66,923	6%
Byers Locate Services	Majority	2,516	0%
Cable Subscriber Services	Majority	114,678	10%
CableCom	Majority	236,119	22%
Crown Fiber	Majority	111,154	10%
Future	Majority	196,660	18%
Gibson Technical Services	Majority	7,008	1%
INT2-Internetwork	Majority	7,013	1%
Nacom	Majority	34,927	3%
Prather Electric, Inc.	Majority	1,105	0%
TH Cable	Majority	84	0%
Universal Field Services	Majority	14,421	1%
Utility Consultants	Majority	251	0%
Waldron Communications	Majority	660	0%
World CATV Communications	Majority	1,132	0%
Total Majority Dollars		794,650	72%
Total Spent Atlanta Upgrade		1,097,213	100%

MFD, HiQ, Diverse Networks - No dollars on master report

Appendix H
Grantee Fee Worksheet

FRANCHISE FEE PAYMENT WORKSHEET

REVENUE SOURCE	NUMBER OF SUBSCRIBERS	GROSS REVENUE	5% FRANCHISE FEE	YTD
Installation				
Basic Service				
Premium - HBO				
Premium - Cinemax				
Premium - The Movie Channel				
Premium - Showtime				
Premium - Disney				
Pay-Per-View				
Additional Outlets				
FM Service				
Remote Control				
VCR				
Late Fees				
Collection Fees				
Advertising				
Shopping				
Other				
TOTAL				

FRANCHISE FEE PAYMENT WORKSHEET

REVENUE SOURCES INCLUDE:

INSTALLATION:

Standard Installation	Commonly occurring normal installation
Additional Outlet	Installation on additional sets within a customer's home
FM Service	Separate installation of FM Service
VCR	Installation of converter to a VCR
Reconnection of Service	Reconnection of cable to a customer's address
A/B Switch	Separate installation of an A/B Switch
Relocation	Moving an outlet within a customer's home
Non-Standard	Usually installation of a commercial type of an account
Change of Service	Charge for upgrading or switching a premium service

BASIC SERVICE:

Basic Service	Revenue derived from basic service
Bulk Rates	Revenue derived from non-standard billings (i.e., apt. complex)
Reduced Promotional Basic	Revenue derived from a discounted basic service

PAY-PER-VIEW

All Movie Services	Revenue derived from separate pay movie services
Events	Revenue derived from special events (i.e., concerts, boxing matches, etc.)

ADVERTISING:

Local	Revenue generated locally from the insertion of commercials over the System
Ad Production	Revenue generated from the production of a locally-produced commercial
Production Income	Revenue generated from the production of training tapes, studio rentals, personnel fees, or rental income from renting vans or equipment
Tape Duplication	Revenue generated from duplication of L.O. or Access tapes
Cable Guide	Revenue generated from selling advertising in our guide
Bill Stuffer	Revenue generated as a result of providing a bill stuffer to an advertiser

FRANCHISE FEE PAYMENT WORKSHEET

OTHER:

Pre-wire Cable Purchases	Revenue generated from the sale of cable to individuals who pre-wire their home
Antenna Rental	Any revenue derived from renting space on one of the towers
A/B Switch	Revenue generated from sale of an A/B Switch
Late Tape Fee	Revenue generated from receiving a late fee for in-house tape library

Verified and submitted this ____ day of _____, 199__.

By _____

Its _____

Appendix I
Fulton County Schools and Libraries

WALIB:87461.3\110459-00001

Directory of Fulton County

Schools 1998-2003

School	Address
Elementary	
Abbotts Bridge	Abbotts Bridge Road, Duluth 30097 (2000)
Alpharetta	192 Mayfield Rd., Alpharetta 30004
Barnwell	9425 Barnwell Rd., Alpharetta 30022
Bethune, Mary M.	5925 Old Carriage Dr., College Park 30349
Birmingham	Alpharetta TBD (2002)
Brookview	3250 Hemmarskjold Dr., East Point 30344
Campbell	91 Elder St., Fairburn 30213
College Park	2075 Princeton Ave., College Park 30337
Conley Hills	2580 DeLowe Dr., East Point 30344
Connally	Connally Drive, East Point 30344 (2000)
Cox	TBD (2002)
Crabapple Crossing	12775 Birmingham Hwy., Alpharetta 30004
Dolvin	10495 Jones Bridge Rd., Alpharetta 30022
Findley Oaks	5880 Findley Chase Dr., Duluth 30097
Gulatt, C. H.	6110 Dodson Dr., Union City 30291
Hapeville	3440 N. Fulton Ave., Hapeville 30354
Heards Ferry	1050 Heards Ferry Rd., Atlanta 30328
Hembree	Hembree Rd., Roswell 30076 (2001)
High Point	520 Greenland Rd., NE, Atlanta 30342
Jackson, Esther	1400 Martin Rd., Roswell 30076
Kimball Bridge	Kimball Bridge Road, Alpharetta 30022 (2000)
Lake Windward	11770 E. Fox Ct., Alpharetta 30005
Lee, Seaborn	4800 Scarborough Rd., College Park 30349
Lewis, S. L.	6201 Connel Rd., College Park 30349
Manning Oaks	405 Cumming St., Alpharetta, 30004
The Meadows	Jolly Road, College Park 30349 (2000)
Medlock Bridge	10215 Medlock Bridge Pkwy., Alpharetta 30022
Mimosa	1550 Warsaw Rd., Roswell 30076
Mt. Olive	3353 Mt. Olive Rd., East Point 30344
Mountain Park	11895 Mountain Park Rd., Roswell 30076
New Prospect	3055 Kimbell Bridge Rd., Alpharetta 30022
Nolan, Love T.	2725 Creel Rd., College Park 30349
North Fulton East	Alpharetta TBD (2001)
North Fulton West	Alpharetta TBD (2002)
Northwood	10200 Wooten Rd., Roswell 30076
Oak Knoll	2626 Hogan Rd., East Point 30344
Palmetto	505 Carlton Rd., Palmetto 30268
Perkane	2809 Blount St., East Point 30344
Providence Road	13655 Providence Road, Alpharetta 30201
Randolph, A. Philip	5320 Campbellton Rd., SW, Atlanta 30331

School**Address****Elementary**

River Eves
 Roberts Drive
 Roswell North
 Scott
 Shakerog
 South Fulton
 Spalding Drive
 State Bridge Crossing
 Stonewall Tell
 Sweet Apple
 Tubman, Harriet
 West, Evoline C.
 Woodland

9000 Eves Rd., Roswell 30076
 Roberts Drive, Atlanta 30350 (2000)
 10525 Woodstock Rd., Roswell 30075
 Scott Road, Roswell 30076 (2001)
 10885 Rogers Circle, Duluth 30087
 Fairburn TBD (2002)
 130 Spalding Dr., NE, Atlanta 30328
 5530 State Bridge Rd., Alpharetta 30022
 3310 Stonewall Tell Rd., College Park 30349
 12025 Etris Rd., Roswell 30075
 2861 Lakeshore Dr., College Park 30337
 7040 Rivertown Rd., Fairburn 30213
 1130 Spalding Dr., NE, Atlanta 30328

Middle

Bear Creek
 Camp Creek
 Crabapple
 Haynes Bridge
 Hembree
 Holcomb Bridge
 McNair, Ronald E.
 Northwestern
 Ridgeview
 Rogers Circle
 Sandy Springs
 Taylor Road
 Webb Bridge
 West, Paul D.
 Woodland

7415 Herndon Rd., Fairburn 30213
 4345 Welcome All Rd., College Park 30349
 10700 Crabapple Rd., Roswell 30075
 10666 Haynes Bridge Rd., Alpharetta 30022
 Hembree Road, Alpharetta 30076 (2002)
 2700 Holcomb Bridge Rd., Alpharetta 30022
 2800 Burdette Rd., College Park 30349
 12805 Birmingham Hwy., Alpharetta 30004
 5340 Trimble Rd., NE, Atlanta 30342
 Rogers Circle, Alpharetta 30087 (2001)
 8750 Colonel Dr., NE, Atlanta 30350 (2002)
 5150 Taylor Rd., Alpharetta 30022
 4455 Webb Bridge Rd., Alpharetta 30005
 2378 Heartland Dr., East Point 30344 (2002)
 2816 Briarwood Blvd., East Point 30344

High

Banneker, Benjamin
 Centennial
 Chattahoochee
 Creekside
 Independence
 McClarin, Frank
 Milton
 North Fulton
 North Springs
 Riverwood
 Roswell
 Tri-Cities
 Westlake

5835 Feldwood Rd., College Park 30349
 9310 Scott Rd., Roswell 30076
 5230 Taylor Rd., Alpharetta 30022
 7405 Herndon Rd., Fairburn 30213
 791 Mimosa Blvd., Roswell 30075
 3605 Main St., College Park 30337
 86 School Dr., Alpharetta 30004
 TBD (2003)
 7447 Roswell Rd., Atlanta 30328
 5900 Heard Dr., NW, Atlanta 30328
 11595 King Rd., Roswell 30075
 2575 Harris St., East Point 30344
 2370 Union Rd., SW, Atlanta 30331

Note: The system's outlook 2003-2008 projects a need for 15 additional new schools if the current growth pattern and trend continues.

ATLANTA-FULTON PUBLIC LIBRARY SYSTEM

Operating Hours Effective January 13, 1999.

Central Library
 1 Margaret Mitchell Square • (404) 730-1700

Monday	9 a.m. - 6 p.m.
Tuesday	9 a.m. - 8 p.m.*
Wednesday	9 a.m. - 8 p.m.*
Thursday	9 a.m. - 8 p.m.*
Friday	9 a.m. - 6 p.m.
Saturday	9 a.m. - 6 p.m.
Sunday	2 p.m. - 6 p.m.

Bankhead Courts Branch
 1415 Maynard Rd. • (404) 699-8959

Monday	Noon - 7 p.m.
Tuesday	10 a.m. - 3 p.m.
Wednesday	11 a.m. - 3 p.m.
Thursday	Noon - 3 p.m.
Friday	Noon - 4 p.m.
Saturday	10 a.m. - 2 p.m.
Sunday	Closed

Cleveland Avenue Branch
 47 Cleveland Ave. • (404) 762-4116

Monday	10 a.m. - 8 p.m.
Tuesday	11 a.m. - 6 p.m.
Wednesday	11 a.m. - 8 p.m.
Thursday	11 a.m. - 5 p.m.
Friday	Noon - 4 p.m.
Saturday	10 a.m. - 2 p.m.
Sunday	Closed

* Central Library's Circulating Graphic History and Children's Departments close at 6 p.m.

Adams Park Branch
 1480 DeLoach Dr., S.W. • (404) 752-2763

Monday	2 p.m. - 8 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	1 p.m. - 6 p.m.
Thursday	Noon - 6 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

Bostrock Branch
 3909 East Rock Rd. • (404) 344-3390

Monday	Noon - 7 p.m.
Tuesday	11 a.m. - 3 p.m.
Wednesday	11 a.m. - 3 p.m.
Thursday	11 a.m. - 3 p.m.
Friday	Noon - 4 p.m.
Saturday	10 a.m. - 2 p.m.
Sunday	Closed

College Park Branch
 3647 Main St. • (404) 762-4060

Monday	Noon - 7 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	Noon - 5 p.m.
Thursday	Noon - 5 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

Adamsville/Candler Heights Branch
 3424 M. L. King, Jr. Dr. • (404) 699-4206

Monday	Noon - 8 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	Noon - 8 p.m.
Thursday	10 a.m. - 6 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

Bowen Homes Branch
 2980 Yates Dr., N.W. • (404) 792-4950

Monday	11 a.m. - 5 p.m.
Tuesday	11 a.m. - 5 p.m.
Wednesday	11 a.m. - 5 p.m.
Thursday	Noon - 7 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

Degwood Branch
 1838 Bankhead Hwy. • (404) 792-4961

Monday	Noon - 8 p.m.
Tuesday	10 a.m. - 8 p.m.
Wednesday	10 a.m. - 6 p.m.
Thursday	Noon - 6 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

Alpharetta Branch
 236 Canton St. • (770) 740-2425

Monday	10 a.m. - 6 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	10 a.m. - 8 p.m.
Thursday	10 a.m. - 6 p.m.
Friday	11 a.m. - 3 p.m.
Saturday	11 a.m. - 5 p.m.
Sunday	Closed

Beethood Branch
 269 Beethood Ave. • (404) 914-3580

Monday	10 a.m. - 8 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	10 a.m. - 8 p.m.
Thursday	10 a.m. - 6 p.m.
Friday	11 a.m. - 5 p.m.
Saturday	11 a.m. - 5 p.m.
Sunday	Closed

Dunbar Branch
 477 Windsor St., S.W. • (404) 730-4779

Monday	Noon - 7 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	Noon - 5 p.m.
Thursday	Noon - 5 p.m.
Friday	Noon - 4 p.m.
Saturday	10 a.m. - 2 p.m.
Sunday	Closed

Auburn Avenue Research Library
 101 Auburn Ave. • (404) 730-4001

Monday	10 a.m. - 6 p.m.
Tuesday	Noon - 8 p.m.
Wednesday	10 a.m. - 8 p.m.
Thursday	Noon - 8 p.m.
Friday	1 p.m. - 5 p.m.
Saturday	2 p.m. - 6 p.m.
Sunday	2 p.m. - 6 p.m.

Capital Area Information Center
 341 Kelly St., S.E. • (404) 730-7386

Monday - Friday	11 a.m. - 3 p.m.
-----------------	------------------

East Atlanta Branch
 457 Flat Shoals Ave. • (404) 730-5438

Monday	Noon - 6 p.m.
Tuesday	10 a.m. - 6 p.m.
Wednesday	Noon - 7 p.m.
Thursday	Noon - 4 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

Carver Homes Branch
 1654 Pryor Rd. • (404) 624-0625

Monday	10 a.m. - 3 p.m.
Tuesday	11 a.m. - 3 p.m.
Wednesday	Noon - 7 p.m.
Thursday	Noon - 5 p.m.
Friday	Noon - 4 p.m.
Saturday	Noon - 4 p.m.
Sunday	Closed

East Point Branch
 2757 Main St. • (404) 762-4842

Monday	Noon - 8 p.m.
Tuesday	Noon - 8 p.m.
Wednesday	10 a.m. - 6 p.m.
Thursday	10 a.m. - 6 p.m.
Friday	Noon - 4 p.m.
Saturday	10 a.m. - 2 p.m.
Sunday	Closed



TELEPHONE NUMBERS

Quick Reference	(404) 730-4636	Dial-In Services	(404) 730-0266
Tele-Librarian	(404) 730-1860	Technical Support for Dial-In Services	(404) 730-1787

60 Valley View Dr. • (770) 304-3138

Monday Noon - 8 p.m.
Tuesday Noon - 8 p.m.
Wednesday 10 a.m. - 6 p.m.
Thursday 10 a.m. - 6 p.m.
Friday Noon - 4 p.m.
Saturday Noon - 4 p.m.
Sunday Closed

**Georgia Hill Branch
250 Georgia Ave., S.E. • (404) 730-5427**

Monday Noon - 8 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday 11 a.m. - 6 p.m.
Thursday 1 p.m. - 5 p.m.
Friday Noon - 4 p.m.
Saturday 10 a.m. - 2 p.m.
Sunday Closed

**Hapeville Branch
525 King Arnold St. • (404) 762-4015**

Monday Noon - 7 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday Noon - 6 p.m.
Thursday Noon - 4 p.m.
Friday Noon - 4 p.m.
Saturday Noon - 4 p.m.
Sunday Closed

**Kirkwood Branch
11 Kirkwood Rd., N.E. • (404) 377-4471**

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 5 p.m.
Thursday Noon - 5 p.m.
Friday Noon - 4 p.m.
Saturday Noon - 4 p.m.
Sunday Closed

**M. L. King, Jr. Branch
461 Edgewood Ave. • (404) 730-5415**

Monday Noon - 7 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday Noon - 5 p.m.
Thursday Noon - 5 p.m.
Friday Noon - 4 p.m.
Saturday 10 a.m. - 2 p.m.
Sunday Closed

**Northeast/Sprull Oaks Regional
9560 Sprull Road (Alpharetta)
(770) 340-8820**

Monday 10 a.m. - 6 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday 10 a.m. - 6 p.m.
Thursday 10 a.m. - 6 p.m.
Friday 11 a.m. - 2 p.m.
Saturday 11 a.m. - 5 p.m.
Sunday Closed

3235 Northside Pkwy. • (404) 814-3508

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 6 p.m.
Friday Noon - 6 p.m.
Saturday 10 a.m. - 4 p.m.
Sunday Closed

**Peachtree Branch
1316 Peachtree St., N.E. • (404) 885-7130**

Monday Noon - 8 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday 10 a.m. - 6 p.m.
Thursday Noon - 6 p.m.
Friday Noon - 4 p.m.
Saturday Noon - 4 p.m.
Sunday Closed

**Perry Homes Branch
1900 Perry Blvd. • (404) 792-4555**

Monday Noon - 5 p.m.
Tuesday 10 a.m. - 5 p.m.
Wednesday 11 a.m. - 7 p.m.
Thursday Noon - 5 p.m.
Friday Noon - 4 p.m.
Saturday Noon - 4 p.m.
Sunday Closed

**Ponce de Leon Branch
900 Ponce de Leon Ave. • (404) 815-7820**

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 6 p.m.
Friday Noon - 6 p.m.
Saturday 10 a.m. - 4 p.m.
Sunday Closed

**Roswell Branch
115 Norcross St. • (770) 640-3075**

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 6 p.m.
Friday 10 a.m. - 6 p.m.
Saturday 10 a.m. - 6 p.m.
Sunday 2 p.m. - 6 p.m.

**Sandy Springs Regional
393 Mt. Vernon Hwy. • (404) 393-6130**

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 6 p.m.
Friday 10 a.m. - 6 p.m.
Saturday 10 a.m. - 6 p.m.
Sunday 2 p.m. - 6 p.m.

4055 Flat Shoals, S.W. • (770) 304-3092

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 6 p.m.
Friday 10 a.m. - 6 p.m.
Saturday 10 a.m. - 6 p.m.
Sunday 2 p.m. - 6 p.m.

**Southwest Regional
3483 Cascade Rd. • (404) 689-6363**

Monday 10 a.m. - 8 p.m.
Tuesday 10 a.m. - 8 p.m.
Wednesday 10 a.m. - 8 p.m.
Thursday 10 a.m. - 6 p.m.
Friday 10 a.m. - 6 p.m.
Saturday 10 a.m. - 6 p.m.
Sunday 2 p.m. - 6 p.m.

**Stewart-Lakewood Branch
2893 Lakewood Ave. • (404) 782-4054**

Monday Noon - 8 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday Noon - 6 p.m.
Thursday Noon - 8 p.m.
Friday Noon - 4 p.m.
Saturday 10 a.m. - 4 p.m.
Sunday Closed

**Thomasville Heights Branch
1700 Thomasville Dr. • (404) 624-0420**

Monday Noon - 7 p.m.
Tuesday 11 a.m. - 5 p.m.
Wednesday 11 a.m. - 5 p.m.
Thursday 11 a.m. - 5 p.m.
Friday Noon - 4 p.m.
Saturday 10 a.m. - 2 p.m.
Sunday Closed

**Washington Park Branch
1116 M.L. King, Jr. Dr. • (404) 752-8760**

Monday 10 a.m. - 6 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday Noon - 6 p.m.
Thursday Noon - 5 p.m.
Friday Noon - 5 p.m.
Saturday 10 a.m. - 2 p.m.
Sunday Closed

**West End Branch
323 Peoples St., S.W. • (404) 752-8740**

Monday Noon - 8 p.m.
Tuesday 10 a.m. - 6 p.m.
Wednesday 10 a.m. - 6 p.m.
Thursday Noon - 8 p.m.
Friday Noon - 4 p.m.
Saturday Noon - 4 p.m.
Sunday Closed