

**CABLE TELEVISION FRANCHISE ORDINANCE
FOR THE
CITY OF SALTILLO, MISSISSIPPI
AND
COMCAST OF TUPELO, INC.**

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1. Publication, Effective Date**Error! Bookmark not defined.**
2. Acceptance25

EXHIBIT A FRANCHISE FEE PAYMENT WORKSHEET.....A-1

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF TUPELO, INC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF SALTILLO, MISSISSIPPI; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND FOR OTHER PURPOSES

BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Saltillo, Mississippi:

STATEMENT OF INTENT AND PURPOSE

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

Adoption of this Franchise is, in the judgment of the City Aldermen, in the best interests of City and its residents.

FINDINGS

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

1. Grantee's technical ability, financial condition, and legal qualifications, were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. Grantee, as of the effective date of this Agreement, is in full compliance with the terms and conditions of the Franchise Agreement
4. The Franchise granted to Grantee by City complies with the existing applicable state statutes, federal laws and regulations; and
5. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.

- a. **“Applicable Laws”** means state, local or federal law.
- b. **“Basic Cable Service”** means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b) (7).
- c. **“Cable Service”** or **“Service”** means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).
- d. **“Cable System”** or **“System”** means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
 - (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - (2) a facility that serves Subscribers without using any public Right-of-Way;
 - (3) a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - (4) an open video system that complies with 47 U.S.C. § 573; or
 - (5) any facilities of any electric utility used solely for operating its electric utility systems.
- e. **“Channel”** or **“Cable Channel”** means portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.
- f. **“City”** means City of Saltillo, a City corporation, in the State of Mississippi, acting by and through its Board of Aldermen, or it’s lawfully appointed designee.

- g. **“City Aldermen”** means the governing body of the City of Slatillo, Mississippi.
- h. **“Converter”** means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the Service.
- i. **“Drop”** means the cable that connects the ground block on the Subscriber’s residence or institution to the nearest feeder cable of the System.
- j. **“FCC”** means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. **“Franchise”** or **“Cable Franchise”** means this franchise ordinance and the regulatory and contractual relationship established hereby.
- l. **“Franchise Fee”** includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17.
- m. **“Grantee”** is Comcast of Tupelo, Inc., its lawful successors, transferees or assignees.
- o. **“Gross Revenue”** means all revenue derived directly or indirectly by Grantee, its affiliates, subsidiaries, or parent, from the operation of its Cable System to provide Cable Service within City including, but not limited to, all Cable Service fees, Franchise Fees, late fees, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter and remote rental fees and Lockout Device fees. The term Gross Revenue shall not include any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit or non-sufficient fund charges.
- p. **“Installation”** means the connection of the Cable System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- q. **“Lockout Device”** means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.
- r. **“Normal Business Hours”** means those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must

include some evening hours, at least one (1) night per week and/or some weekend hours.

- s. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
- t. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally.
- u. “Pay Television” means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- v. “Person” is any Person, firm, partnership, association, corporation, company, limited liability entity or other legal entity, but shall not mean the City.
- w. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has an interest including, but not limited to, any street, road, highway, alley, sidewalk, parkway, park, skyway, public way or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.
- x. “Right-of-Way Ordinance” means any ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.
- y. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- z. “Service Interruption” means the loss of picture or sound on one or more Cable Channels.
- aa. “Standard Installation” means any residential Installation which can be completed using a Drop of one hundred twenty-five (125) feet or less.
- bb. “Subscriber” means any Person who lawfully receives Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.
- cc. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. **Grant of Franchise.** This Franchise is granted pursuant to the terms and conditions contained herein.

2. **Grant of Nonexclusive Authority.**
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City to operate, construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
 - c. This Franchise shall be nonexclusive, and City reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service.

3. **Lease or Assignment Prohibited.** No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization from the City containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and shall be made in accordance with the requirements of Section 8.6 of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.

4. **Franchise Term.** The term of the Franchise granted hereunder shall be ten (10) years, commencing upon July 1, 2012 (the "Effective Date"), and ending June 30, 2022, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise and the Cable Act (47 U.S.C. §§ 521 et seq.).

5. **Previous Franchises.** Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.

6. **Compliance with Applicable Laws, Resolutions and Ordinances.**
 - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in their entirety. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power of City. This

Franchise may also be modified or amended with the written consent of City and Grantee as provided in Section 12.3 herein.

- b. Grantee shall be subject to the terms of any City ordinance or regulation of general applicability, which addresses usage of the Rights-of-Way within City adopted pursuant to a valid exercise of City's police powers. Grantee shall be responsible for obtaining permits to be within the Right-of-Way but shall not be charged a permit fee.
 - c. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to City, in accordance with Section 2.9. City shall provide a written response within five (5) days of receipt indicating how the requirements cited by Grantee apply or requesting additional time for review not to exceed fourteen (14) days from receipt. Grantee may proceed in accordance with its proposed interpretation in the event a written response or request for additional time is not received within seven (7) days of mailing or delivering such written question. City will use all reasonable best efforts to ensure that no Right-of-Way ordinance provisions unduly slow Grantee's System normal business operations or rebuild unless necessary to address health safety and welfare concerns.
7. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms, and conditions shall not be in conflict with applicable laws.
 8. Territorial Area Involved. This Franchise is granted for the present legal boundaries of the City and shall also include any additions thereto, by annexation or other legal means. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.
 9. Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's manager of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: Mayor
 City of Saltillo
 395 Mobile Street
 Saltillo, Mississippi 38866-1426

If to Grantee: Comcast
Attn: Vice President/General Mgr.
353 North Gloster Street
Tupelo, MS 38801

With a courtesy copy provided to additional Grantee offices:

Comcast
Attn: Division Vice President/Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339

Comcast
Attn: Vice President, Government Affairs
2925 Courtyards Drive
Norcross, Georgia 30071
Fax: 770-559-7692

Comcast
Attn: Legal Dept.
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103

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

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities, other than for the normal routine installation of Drop(s) and maintenance activities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make significant repairs that are of an emergency nature. Permits for emergency work, if necessary, shall be applied for as soon as possible, but in no event later than five (5) business days after the emergency work has commenced.
 - c. The fees paid to obtain permits are separate, and in addition to, any other fees included in the Franchise. Grantee shall be responsible for obtaining permits to be within the Right-of-Way but shall not be charged a permit fee.

- d. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of construction permits to multiple users of the same Rights-of-Way. Grantee shall cooperate with City in establishing such policy and comply with the procedures established by the Mayor or designee to coordinate the issuance of multiple construction permits.
 - e. Upon reasonable prior written notice, Grantee shall meet with developers and be present at pre-construction meetings to ensure that Cable System facilities are installed in new developments within City in a timely manner.
2. Use of existing poles or conduits.
- a. Grantee shall use its best efforts to utilize existing poles, conduits and other facilities belonging to either Grantee or other utility providers whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property without the written approval of City. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever City determines that such a move is a public necessity. The Grantee shall not be responsible for the cost associated with relocating the Cable System to accommodate other providers, including the City, or private development projects or to satisfy a zoning condition imposed upon a developer by the City or streetscapes or sidewalk projects imposed by the City or any other person.
 - b. The facilities of Grantee shall be installed underground in those areas of City where all other public or private utilities are underground at the time of construction by Grantee. In areas where the facilities of all other public or private utilities are installed aerially at the time of System construction, Grantee may install its facilities aerially; however, at such time as the existing aerial facilities of all other public or private utilities are placed underground, Grantee shall likewise place its facilities underground at its sole cost, provided, however, that if City requires utilities to bury lines which are currently overhead, and the City financially participates in said under grounding, then the City shall provide the same cost sharing to the Grantee. Nothing in this Section shall be construed to require the Grantee to construct, operate or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.
3. Minimum Interference.
- a. Grantee shall use its reasonable efforts to give notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's significant construction work in the Rights-of-Way.
 - b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum

interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

4. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing immediately prior to Grantee's work. If Grantee fails to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing immediately prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such reasonable cost of restoration within thirty (30) days after its receipt of City's invoice therefore.
5. Temporary Relocation.
 - a. If the grades or lines of any Rights-of-Way with the City are lawfully changed at any time during the Term of the Franchise, Grantee shall, at its own expense, upon reasonable advance written notice from the City (which shall not be less than ten (10) business days), protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines of any Rights-of-Way. If public funds are available to any other user of the Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the City shall notify Grantee of such funding and make available such funds to the Grantee.
 - b. Grantee shall, on prior written request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
6. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police or fire chief to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages, provided, however, City shall use its best efforts to notify Grantee in order for Grantee to remove such facilities itself.
7. Tree Trimming. Grantee shall have the authority to trim trees on public Rights-of-Way at its own expense as may be necessary to protect its wires and facilities. Trimming of trees on private property shall require consent of the property owner. Any trimming of trees by the Grantee in the Rights-of-Way and public ways shall be subject to such regulation or supervision as the Mayor or other authorized official may establish to protect the public health, safety, and convenience.

8. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
9. Installation records. Grantee shall keep accurate records of the location of distribution facilities in the Rights-of-Way and will furnish strand maps to City upon prior written request so long as all other users within the Rights-of-Way have provided this information too. Grantee shall cooperate with City to furnish such information in an electronic mapping format, and if possible and economically feasible, compatible with the then-current City electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of-Way, Grantee shall provide City upon prior written request with records in an electronic format, and if possible and economically feasible, compatible with the then-current City electronic mapping format showing the location of the underground and above ground facilities.
10. Locating facilities.
 - a. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of the un-incorporated limits.
11. Facilities in conflict. If, during the course of a project, City determines Grantee's facilities are in conflict, the following shall apply:
 - a. City shall notify Grantee in writing of such potential conflict. Grantee shall respond to City in a timely manner but in no case longer than fifteen business (15) days.
 - b. Prior to City Notice to Proceed to Contractor: Grantee shall, within a reasonable time, but in no event exceeding three (3) months, remove or relocate the conflicting facility. This time period shall begin running upon receipt by Grantee of written notice from City. However, if both City and Grantee agree, the time frame may be extended based on the requirements of the project.
 - c. Subsequent to City Notice to Proceed to Contractor: City and Grantee will immediately begin the coordination necessary to remove or relocate the facility. Removal or relocation is to begin no later than thirty (30) days, if practicable, after written notification from City of the conflict.
12. Relocation delays.
 - a. In the event City becomes aware of a potential delay involving Grantee's facilities, City shall promptly notify Grantee of this potential delay.

13. Interference with City Facilities. The use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with City's placement, construction, use and maintenance of its Rights-of-Way, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other City systems that have been, or may be, installed, maintained, used or authorized by City.
14. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way of City and agrees to relocate its facilities, if necessary, to accommodate another facility relocation. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation, which shall also include the City's water and sewer department.
15. Co-location. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along City Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to co-locate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities.
16. Safety Requirements.
 - a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
 - b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
 - c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the health, safety or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Upgrade/Construction: Minimum Channel Capacity.
 - a. During the term of this Franchise the Grantee shall maintain and operate a Cable System in the City, which is sufficient to satisfy the current and future cable-related community needs of the City.
 - b. Grantee specifically reserves the right to alter, adjust, change, modify, rebuild, upgrade, redesign or otherwise reconfigure the Cable System at any time during

the term of this Franchise, in any manner whatsoever, in accordance with this Franchise. Grantee does not warrant, guarantee or otherwise promise that the design and technical specifications of the Cable System as it exists on the Effective Date of this Franchise will continue throughout the term of the Franchise, but does agree that no such alteration, adjustment, modification, rebuild, upgrade, redesign or other configuration shall have the effect of reducing the technical capabilities of the Cable System from those that exist on the Effective Date of the Franchise.

- c. Programming decisions remain the discretion of Grantee in accordance with federal law, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.
- d. Courtesy Service to City Buildings. Upon written request, Grantee shall provide free of charge throughout the term of this Franchise, Standard Installation of one (1) drop, one (1) cable outlet, and one (1) Converter, if necessary, and the Limited Basic and next highest level of Cable Service offered by Grantee, without charge to institutions and such other City buildings subsequently designated by City located within One hundred twenty-five (125) feet of the nearest connection to Grantee's distribution cable.

"City buildings" are those non-residential buildings owned or leased by the City for government administrative purposes and shall not include buildings owned by the City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed, or City owned or operated jail.

- 2. Construction. During periods of significant upgrade or rebuild, on or about thirty (30) days prior to any scheduled construction, affected Subscribers, if any, will receive a notice, which shall include Grantee's telephone number that Subscribers can use to contact Grantee with any questions or concerns they may have.
- 3. Interruption of Service. Subject to Section 12.8, herein, Grantee shall endeavor to interrupt Service only for good cause and for the shortest time possible. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall, upon their request, be credited pro rata for such interruption.
- 4. Emergency Alerts. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.
- 5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

6. FCC Reports. Any reports filed by Grantee with the FCC can be obtain electronically, and Grantee will work with City or its designee within thirty (30) days from the date of written request from the City to obtain such reports.

7. Line Extension.
 - a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density of at least twenty (20) residential dwelling units per mile of System, as measured from the nearest point of connection to Grantee's existing distribution cable.
 - b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within a reasonable amount of time of such a request. The charge for Installation or extension for each Person requesting Service shall be computed on a time plus material basis to be calculated on the portion of the installation that exceeds the standards set forth above in Section 7(a)
 - c. Any residential unit located within one hundred twenty-five (125) feet of the Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, extend Service to such Subscriber provided that the Subscriber may be required to pay the net additional costs.
 - d. Under Normal Operating Conditions, if Grantee cannot perform Installations within the times specified in applicable customer standards, the Subscriber may request and is entitled to receive a credit equal to the charge for a Standard Installation. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within seven (7) days if requested by a Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.

8. Lockout Device. Upon the request of a Subscriber, Grantee shall under normal operating conditions, provide by sale or lease to each Subscriber, one of the following devices by which the Subscriber can block completely the video and audio signals of a particular Cable Service: (i) a parental control device; or (ii) a converter with a parental control feature; or (iii) a filter, trap or other method or device. The choice of such equipment shall be in the Grantee's sole discretion. Grantee shall provide the device in a timely manner not to exceed thirty (30) days after the request is received.

**SECTION 5.
SERVICE PROVISIONS**

1. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can

meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

2. **Sales Procedures.** Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation, and no separate permit fees shall be required.
3. **Consumer Protection and Service Standards.** Grantee shall also provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:
 - a. **Cable System office hours and telephone availability:**
 - i. Grantee will maintain a local or toll-free telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
 1. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 2. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
 - ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
 - iii. The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.
 - iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - v. Customer service center and bill payment locations will be open at least during normal business hours.
 - b. **Installations, Outages and Service Calls.** Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

- i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty five (125) feet from the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- c. Communications between Grantee and Subscribers:
- i. Notifications to Subscribers:
 1. Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - a. Products and Services offered;
 - b. Prices and options for programming services and conditions of subscription to programming and other services;
 - c. Installation and Service maintenance policies;
 - d. Instructions on how to use the Cable Service;
 - e. Channel positions of the programming carried on the System; and
 - f. Billing and complaint procedures, including the address and telephone number of the City.

2. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5.4(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or City on the transaction between the Grantee and the Subscriber.

ii. **Billing:**

1. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
2. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

iii. **Refunds:** Refund checks will be issued promptly, but no later than either:

1. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or the return of the equipment supplied by Grantee if Service is terminated.

iv. **Credits:** Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

4. **Published Rates.** Upon written request, a list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

5. **Refund Policy.**

- a. If a Grantee's Cable Service is interrupted due to a System outage for twenty-four (24) or more consecutive hours, Subscribers, upon request, shall be credited pro rata for such interruption. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. For this purpose, every month will be assumed to have thirty (30) days
- b. In the event a Subscriber establishes or terminates Service and receives less than one (1) full month of Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than

thirty (30) days from the date of return of the equipment supplied by the Grantee if Cable Service is terminated.

6. Late Fees. Fees for the late payment of bills shall be assessed in accordance with applicable law.

**SECTION 6.
OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The Mayor or other lawful designee of the City shall administer and represent the City's interest under this Franchise; provided, however, that the City shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay to City a Franchise Fee in an amount equal to five percent (5%) of its annual Gross Revenues or such other amount allowable by federal law. Any change in the franchise fee assessed shall be considered an amendment of the Franchise in accordance with Section 12.3, herein.
 - b. Any payments due under this provision shall be made on a quarterly basis. Each quarterly payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit A attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the City on or before the date due, interest shall accrue on the outstanding amount at rates published by the Internal Revenue Service for tax refunds and additional tax payments for the period of delinquency.
 - c. All amounts paid shall be subject to audit and re-computation by City and acceptance of any payment shall not be construed, as an accord that the amount paid is in fact the correct amount; provided, however, that such audit shall take place within three (3) years from the date the City receives such payment, after which period any such payment shall be considered final. If any audit reveals an error by Grantee of ten (10%) percent or more during any audit period, Grantee shall be responsible for City's reasonable out of pocket costs associated with the audit.
3. Not Franchise Fees.
 - a. Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to City pursuant to this section shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by Grantee pursuant to this Franchise and that the Franchise Fees provided for in this section of this Franchise shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which Grantee shall be required to pay to

City and/or to any other governmental authority, all of which shall be separate and distinct obligations of Grantee.

- b. Grantee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Grantee to City pursuant to this Franchise shall be deducted from or credited or offset against any taxes, fees or assessments or general applicability levied or imposed by City or any other governmental authority, including any such tax, fee or assessment imposed on both utilities and cable operators or their services.
 - c. Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments or general applicability levied or imposed by the City or any other governmental authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to City to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.
4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to make available within a reasonable time any and all books, records and other relevant information maintained by Grantee (“Records”) necessary for City to review to verify Grantee’s compliance with the terms and provisions of this Franchise. City acknowledges that some of the Records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such Records for City’s inspection at Grantee’s local office within the Service Area or at such other mutually agreed upon location.

**SECTION 7.
GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Liability Insurance.
- a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Mississippi with a rating of not less than “A minus” listing the City as additional insured that shall protect the Grantee, City and its officials, officers, directors, employees, and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees, and agents or any contractors of Grantee. This liability insurance shall include, but shall not be limited to; protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee’s vehicles, products, and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than One Million and No/100 Dollars (\$1,000,000.00).

- i. The policy shall not be canceled without thirty (30) days notice of such cancellation given to City.
- b. City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Mississippi Consumer Price Index (all consumers) for such three- (3) year period. In the event the City elects to increase the insurance requirement in accordance with this Section 8.4.b., the Grantee shall have ninety (90) days from a written notice from City to effect the increase in insurance coverage.
- c. Within thirty (30) days of Grantee's acceptance, the Grantee shall submit to City documentation of the required insurance, including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements.

2. Indemnification

Grantee shall indemnify, defend, and hold City, its officers, boards, commissions, agents, and employees (collectively the "Indemnified Parties") harmless from and against any and all liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City with ten (10) business days of receipt of any claim or action pursuant to this Section.

- a. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- b. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.
- c. The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- d. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City shall hold Grantee harmless, subject to the limitations in state statutes for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any government access

Channel, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Agreement, on or adjacent to the Cable System.

3. Grantee's Insurance.

Grantee shall not commence any Cable System reconstruction work or permit any contractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

- a. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:
 - i. Promptly notify Grantee in writing within ten (10) business days of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph 2 above.

SECTION 8.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

- a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;
 - i. Grantee has violated material provisions(s) of this Franchise and has not cured; or
 - ii. Grantee has practiced fraud or deceit upon City.

2. Procedures for Revocation.

- a. City shall first contact Grantee to discuss any non-compliance on an informal basis. If Grantee does not resolve the matter, then City shall provide Grantee with written notice, via certified return receipt mail, stating with specificity the nature of the alleged non-compliance or the cause for revocation and the intent to revoke on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise

- a. In the event of a lawful termination or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
 - b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to remove the System and declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.
6. Sale or Transfer of Franchise.
- a. Neither the Grantee nor any other Person may sell, transfer or assign the Franchise or any of the Grantee's rights or obligations in or regarding the System or the Franchise without the prior written consent of the City which consent shall not be unreasonably withheld.
 - b. No change in Control of the Grantee, defined as an acquisition of fifty percent (50%) or greater ownership interest in Grantee, the System or the Franchise, including actual working control shall occur after the Effective Date, by operation of law, or otherwise, without the prior written consent of the City, such consent shall not be unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) intracorporate reorganizations between or among entities wholly owned and wholly controlled by Grantee's parent company to the extent such transaction does not involve a change in the management, day to day operations, or financial condition of the Grantee; provided the City shall be notified by the Grantee in the event of such intracorporate reorganization.
 - c. Any request for consent to a transfer shall be handled by the Franchising Authority in accordance with its rules and procedures as such are consistent with federal and state law, with Section 617 of the Cable Act and with regulations of the FCC, and in any case, be completed within one hundred twenty (120) days from receipt of notice of the Grantee's intent to sell or transfer the Franchise.
 - d. Any proposed transferee must accept in writing the Franchise rights and obligations.

**SECTION 9.
PROTECTION OF INDIVIDUAL RIGHTS**

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of economic status, race, color, religion, national origin, sex, age or disability. Grantee shall comply

at all times with all other applicable federal, state, and City laws, relating to nondiscrimination. It shall be the right of all Persons to continuously receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied.

2. Subscriber Privacy. The Grantee shall comply with Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 10. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive Services of the System without Grantee's authorization.
2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.
3. Penalty. Any firm, Person, group, company, or corporation found guilty of violating this section may be prosecuted and fined according to Applicable Law.

SECTION 11. COMPETITIVE EQUITY

- (a) The Grantee acknowledges and agrees that the City reserves the right to grant a franchise to, or enter into an agreement with, one or more video service providers to use the Public Ways to provide Cable Service or multiple video programming services within the Franchise Area. If the City grants such a franchise or enters into such an agreement with another video service provider to use the Public Ways to provide Cable Service or multiple video programming services to any part of the Franchise Area in which the Grantee is actually providing Cable Service or is required to extend Cable Service under the terms and conditions of the Agreement and, such franchise or agreement, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Agreement, then the Grantee may give written notice to the City stating the specific terms and/or conditions in the competitive franchise or agreement that are more favorable or less burdensome than those contained in this Agreement. Within sixty (60) days, upon receipt of any such notice, the Grantee and the City agree to enter into open discussion and to modify this Agreement to the mutual satisfaction of both parties to restore competitive equity between the Grantee and the new video service provider. The City shall not unreasonably deny the Grantee's request. The Grantee and City agree that this section does not

require a word for word identical franchise or agreement for a new video service provider so long as the regulatory and financial burdens on each entity are materially equivalent.

SECTION 12. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Section 626 of the Cable Act.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any contractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such contractor or others performing work obtain any rights to maintain and operate a System or provide Cable Service. Upon written request by City, Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise. However, there shall be no separate permitting required by Grantee's contractors.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers. However, no provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City.
4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state and federal laws and regulations and rules regarding cable communications, as they become effective.
 - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable in whole or in part, by any court, agency, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other provisions shall continue in full force and effect. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and

regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5. Non-Enforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. All rights given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights existing or implied, now or hereafter available to City, at law or in equity, and such rights shall not be exclusive, but each and every right specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy .
7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.
8. Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable system, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached.

SECTION 13.

EFFECTIVE DATE, PUBLICATION; ACCEPTANCE AND EXHIBITS

Effective Date. Upon publication and at least one (1) month from the date of passage, this Ordinance shall be effective as set forth in Section 2.4, herein, provided Grantee timely accepts the terms and conditions hereof in accordance with Section 13.2, below.

Publication and Recording. The City Clerk is instructed to public this ordinance one time in the Northeast Mississippi Daily Journal and to obtain proof of publication thereof and record this ordinance in the ordinance book.

Acceptance.

- a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City and shall supersede any existing Franchise between the City and Grantee.
- b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
- c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed by Grantee and delivered to City.
 - ii. With its acceptance, Grantee shall also deliver insurance certificates as required herein, that have not previously been delivered.

UPON MOTION of Alderman Terry Glidewell, duly seconded by Alderman Brad Woodcock, the aforesaid ordinance was put to a vote with Aldermen voting as follows:

ALDERMEN VOTING "YEA":

Mitch Brazeal

Terry Glidewell

Scott Knight


Jewell Webb

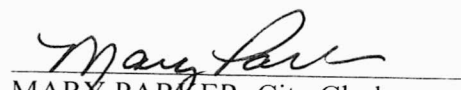
Brad Woodcock

ALDERMEN VOTING "NAY":

ALDERMEN ABSENT OR NOT VOTING:

ORDAINED AND ADOPTED this the 15TH day of May, 2012, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Saltillo, Mississippi.


BILL WILLIAMS, Mayor
City of Saltillo, Mississippi


MARY PARKER, City Clerk
City of Saltillo, Mississippi



NOTE: This ordinance was approved and adopted by the Mayor and Board of Alderman at their Regular Meeting on May 15, 2012 and appears in Minute Book 4 at pages 167.

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

COMCAST OF TUPELO, INC.

By: _____

Title: _____

Date: _____ 20__

SWORN TO BEFORE ME this
_____ day of _____, 20__

NOTARY PUBLIC

and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the alleged violation or to object in writing and to state its reasons for such objections and provide any explanation or to provide adequate assurance of performance in compliance with the Franchise.

- b. Within the thirty (30) day period from receipt of City written notice, Grantee shall (A) respond to City, contesting the assertion of noncompliance or default; or (B) cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

Grantee shall, on at least ten (10) day written notice, be provided the right to a public hearing affording due process before the City prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. At the designated hearing, City shall give the Grantee an opportunity to state its position on the matter, present evidence, and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to Grantee by certified mail.

- c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
 - d. During the appeal period, the Franchise shall remain in full force and effect or unless continuation of the Franchise would endanger the health, safety, and welfare of any Person or the public.
3. Enforcement. Subject to applicable federal and state law, in the event the City, after a public hearing, determines that the Grantee is in default of any material provision of the Franchise, the City may:
 - a. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to revocation of Franchise, or seek other equitable relief.
 - b. In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with Section 8.2 above.
 4. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.
 5. Removal After Abandonment, Termination or Forfeiture.