

ORDINANCE NO. 494

AN ORDINANCE GRANTING A FRANCHISE TO CABLESYSTEM OF ADDISON, INC., A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF ADDISON, COUNTY OF DALLAS, TEXAS, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE, AND PROVIDING FOR REGULATIONS AND USE OF THE CABLE TELEVISION SYSTEM, ESTABLISHING RATES TO SUBSCRIBERS, ESTABLISHING A PROCEDURE FOR ESTABLISHMENT OF RATE; PROVIDING A PENALTY; AND PROVIDING SEVERABILITY.

Section 1. DEFINITIONS. For the purpose of this ordinance the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- (a) "City" shall mean the City of Addison.
- (b) "City Council" shall mean the governing body of the City.
- (c) "Company" shall mean the grantee of rights under this ordinance.
- (d) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.
- (e) "Franchise area" shall mean all of the area shown on the attached map as Exhibit 1.

- (f) "Street" shall mean the surface of and the space above and below any public street, right-of-way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communications, or utility easement, now or hereafter existing as such in the franchise area.
- (g) "Property of Company" shall mean all property owned, installed, or used by the Company in the conduct of a CATV business in the City.
- (h) "CATV" shall mean a cable television system as hereinafter defined.
- (i) "Cable Television System" shall mean a system composed of, without limitation, antenna, cables, wires, lines, towers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving amplifying and distributing by coaxial cable audio and/or visual radio television, electronic or electrical signals to and from persons, subscribers and locations in the franchise area.
- (j) "Basic CATV Service" shall mean the distribution of broadcast television and radio signals.
- (k) "Expanded CATV Service" shall mean any communications service in addition to Basic CATV Service provided by the Company either directly or as a carrier for their subsidiaries, affiliates or any other person engaged in communications service, including, but not by way of limitation, pay TV, burglar alarm service, data or other electronic transmission services, facsimile reproduction services, meter reading services, and home shopping services.
- (l) "Subscriber" shall mean any person or entity receiving Basic CATV Service.
- (m) "Gross revenues" shall mean all revenues of the Company received from the operation of the Cable Television System to the City.

Section 2. GRANT OF AUTHORITY. Whereas the City has approved the legal, character, financial, technical and other

qualifications of the Company and adequacy of feasibility of the Company's construction arrangements as part of a full public proceeding affording due process, there is hereby granted by the City to the Company the right and privilege to engage in the business of operating a CATV system in the City for the purpose of providing basic CATV Service and such aspects of Expanded CATV Service, if any, as the Company may from time to time deem advisable. There is, therefore, hereby granted to the Company the right and privilege to erect, install, construct, repair, replace, reconstruct, maintain and retain in, over, under, upon, across and along any public street, public way and public place, now laid out or dedicated and all extensions thereof and additions thereto in the franchise area such poles, wires, cable, conductors, ducts, conduit vaults, manholes, amplifiers, attachments, and other property as may be necessary and appurtenant to the CATV System. The right so granted includes the right to use and occupy said streets, alleys, public ways, and public places and all manner of easements for the purposes herein set forth consistent with local ordinances and local laws and with permission of and supervision of the City. The foregoing grant is further made subject to the right of the City to cancel the grant in the event of violation of the grantee herein of any of the terms and provisions of this ordinance or in the event said grantee herein fails to complete,

keep and perform any of the terms and provisions of this ordinance if such violation or failure is not corrected within the period specified in Section 19 hereof.

Section 3. NON-EXCLUSIVE GRANT. The right to use and occupy said streets, and other public ways for the purpose herein set forth, shall not be exclusive, and the City reserves the right to grant similar use in said streets to any other person.

Section 4. TERM OF FRANCHISE. The franchise and rights herein granted shall take effect and be in force from and after the final passage hereof and shall continue in force and effect for a term of twenty (20) years from date of grant. The franchise may be renewed by mutual agreement following a full public proceeding affording due process, during which the Company's performance and the adequacy of this franchise ordinance will be reviewed.

If the parties are unable to reach a mutual agreement as to the renewal of this agreement or upon its termination and cancellation, as provided herein, the City shall have the right to exercise one of the following options:

(a) Allow the Company to sell the CATV System to an unrelated third party provided that the City reasonably approves the third party and reasonably agrees to issue a franchise on the same terms and conditions to such third party;
or

(b) purchase the CATV System for the same amount set forth in a bona fide offer to purchase the system (as set forth in paragraph (a)) from an unrelated third party; if no such offer exists, the City shall have the right to purchase the CATV System for the amount determined by three (3) qualified appraisers appointed as follows: one to be appointed by the City; one to be appointed by grantee and one to be appointed by those two first selected. Payment shall be in cash or other method as agreed by the parties. The appraisers shall determine fair market value by any method they deem appropriate. Grantee shall continue to operate the system during one year prior to the purchase by the City and shall suffer no waste.

(c) require the grantee to remove at its expense all portions of the CATV System from all public ways within the City to be completed within one (1) year after said termination or cancellation.

Section 5. CONSTRUCTION PERFORMANCE. The Grantee shall exercise diligence in construction of the System according to the territorial requirements and time schedule of this ordinance.

The grantee shall, within six (6) months of the effective date of this ordinance have service available to the first neighborhood. Within twelve (12) months of the effective date of this ordinance, service shall be available to 100%

of the potential customers. The foregoing six (6) month and twelve (12) month periods shall be extended, as provided in Section 19 hereof, by delays occasioned by strikes, acts of God or other circumstances beyond the control of Company.

The grantee shall submit to the City a map drawn by a professional in the scale of one (1) inch to 200 feet showing construction progress and the number of miles of cable installed on or before each of the dates required in this section or more frequently at the City's request.

Section 6. RATES AND CHARGES.

(a) The City Council of the City shall have the full power after notice and hearing to regulate by ordinance the rates, charges, and fares of grantee. Rates shall be subject to adjustment by Council so as to permit grantee to recover its operating expenses together with reasonable return on its invested capital. Attached to and made a part of this Franchise Ordinance is Exhibit 2, a complete schedule of maximum rates, which may be charged to the subscribers of the Cable Television System. As stated in Exhibit 2, no increase in rates listed may be made without approval of the City.

(b) In the event grantee wishes to request a change in the rates, the following procedure will be followed, but in no event can an application for a change of rates be filed with the City until two (2) years have elapsed since the grant of this franchise.

Should the grantee request an increase in rates, the following will be observed.

The grantee shall petition the City at a regularly scheduled meeting of the governing body and shall notify the subscribers to the System of the request of the increase by publishing notice of such request in the official paper of the City.

The City shall call a public hearing on grantee's request for rate increase. The hearing shall be set within sixty (60) days of the petition filed. If the City decides not to call a public hearing within sixty (60) days, the grantee may increase its basic rate only by seven (7%) percent without further City action.

Should the City require assistance in evaluation of the rate request, such assistance will be underwritten by the grantee, and such cost shall be recoverable through the additional rates which may be allowed. However, cost incurred by the grantee for the purpose of applying for rate increases shall not be considered as operating expenses; and therefore, shall not be recoverable through additional rates.

Any period of time may be extended for any period by joint agreement of the City and the grantee.

Section 7. SYSTEM CONSTRUCTION, MAINTENANCE AND PROCEDURES.

(a) upon grant of this Franchise to construct and maintain

a community television system in the City, the Company may enter into contracts with light, gas and water divisions of the City, any public utility companies or any other owner or lessee of any poles located within or without the City to whatever extent such contract or contracts may be expedient and of advantage to the Company for use of poles and posts necessary for proper installation of the CATV System, obtain right-of-way permits from appropriate state, county and federal officials necessary to cross highways or roads under their respective jurisdictions to supply main trunk lines from the Company's receiving antennas, obtain permission from the Federal Aviation Authority to erect and maintain antennas suitable to the needs of the System and its subscribers and obtain whatever other permits a city, county, state or federal agency may require. In the construction, installation and maintenance of its CATV System, the Company will use steel, cable and electronic devices, all of specialized and advanced design and type; in the operation of its CATV System, the Company will employ personnel with training, skill and experience in electronics and communications.

(b) The Company's CATV System, poles, wires, and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make, or unnecessarily hinder or

obstruct the free use of the streets, alleys, bridges, easements or public property.

(c) All transmission and distribution structures, lines and equipment erected by the Company within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

(d) In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced.

(e) In the event that at any time during the period of this franchise the City shall lawfully elect to alter, improve or change any street, alley or other public way, the Company upon reasonable notice by the City, shall remove and relocate its manholes, distribution structures, poles, lines and other fixtures at its own expense.

(f) The Company shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant or main, and all such poles or other fixtures placed in any street shall be placed at the

outer edge of the sidewalk and inside the curb lines, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such manner as not to interfere with the usual travel on said streets, alleys and public ways.

(g) The Company shall, on the request of any person holding a building moving permit, issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(h) The Company shall have the authority to trim trees upon and over-hanging street, alleys, sidewalks and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, all trimming to be done under the supervision and direction of the City and at the expense of the Company.

Section 8. SAFETY REQUIREMENTS.

(a) The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents

which are likely to cause damage, injuries, or nuisances to the public.

(b) All structures and all lines, equipment and connection in, over, under, and upon the streets, sidewalks, alleys and public ways or places of the franchise areas, wherever situated or located shall at all times be kept and maintained in a safe, suitable condition and in good order and repair.

Section 9. OPERATIONAL STANDARDS.

(a) The Company shall operate and maintain its cable television system in full compliance with the standards set forth by the Federal Communications Commission.

(b) In order that all subscribers shall receive the best possible service, the Company shall install and maintain its system to conform with the highest current state of the art and technical development in the field of cable television signal distribution.

(c) The CATV System shall have the capability of distributing all UHF and VHF telecasts originating from broadcast stations licensed in Dallas and Tarrant Counties and shall distribute the signals of such broadcast stations at all hours of their broadcast. Stations broadcasting on the UHF frequency may be converted to VHF frequencies as desired.

(d) Company's CATV System shall be capable of carrying

a minimum of thirty-five (35) television channels and shall be capable of active two-way communication.

(e) The Company shall provide a designated channel for programming of the City.

(f) Within thirty (30) days after date of this grant, the Company shall proceed with due diligence to obtain all necessary permits and authorizations that are required in the conduct of its business.

(g) The Company shall advise the building inspection department of the City prior to beginning installation of, or removal of, equipment or construction facilities. All installations and attachments will conform to City ordinances and be subject to all inspections and fees required by the City.

(h) The Company shall within thirty (30) days from the date of this ordinance pay and deliver to the City the sum of Five Thousand (\$5,000.00) Dollars which shall be considered a prepayment of franchise fees due the City for the period of twelve (12) months following the effective date of this ordinance. Only franchise fees that become due and payable to the City within the said twelve (12) month period shall be credited against such sum, and any portion of said sum remaining after the expiration of said period of time shall become the property of the City and the Company shall not be entitled to further credit against the franchise fee due the City as a result of said sum.

Section 10. FRANCHISE PAYMENTS. The Company shall pay to the City a franchise fee equal to three (3%) percent of the gross revenues. Said payment shall be paid quarterly thirty (30) days after the date of each quarter. At the time of each payment due hereunder, the Company shall provide to the City a gross revenue statement approved by a certified public accountant for the quarter. After approval by the FCC of this agreement, the Company and the City shall jointly apply with said agency to increase the franchise fee to four (4%) percent of the gross revenues, and if approved by the FCC, the increased percentage shall become the franchise fee to be under this ordinance. The Company shall reimburse the City of all reasonable cost expended by it in seeking such increase.

Section 11. LIABILITIES AND INDEMNIFICATION:

(a) The grantee by its acceptance of the franchise specifically agrees that it shall hold the City harmless from all loss sustained by the City by reason of any suit, judgment, execution, claim, or demand resulting from the construction, operation, or maintenance by the grantee of its system within the City, and that it shall pay all damages and penalties which the City may legally be required to pay as a result of granting the franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of the installation, operation, or maintenance of the system

authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by the franchise.

(b) The grantee shall maintain and by its acceptance of the franchise specifically agrees that it will maintain throughout the term of the franchise, liability insurance insuring the City and the grantee with regard to all damages mentioned herein or as may be otherwise specified to all damages mentioned in the minimum amount of:

- (1) \$300,000 for property damage to any one person;
- (2) \$500,000 for property damage in any one accident;
- (3) \$500,000 for personal injury to any one person; and
- (4) \$1,000,000 for personal injury in any one accident.

(c) The insurance policy or certifications thereof obtained by the grantee in compliance with this section must file with the office of the City Secretary of the City.

(d) Neither the provision of this section, nor any insurance policy obtained in compliance herewith shall be construed to excuse faithful performance by the grantee or limit the liability of the grantee under any franchise issued hereunder or for damages, either to the full amount of the policy or otherwise.

Section 12. CITY RIGHTS IN FRANCHISE.

(a) The Company shall furnish annually to the City a report certified by a certified public accountant for the

preceeding annual calendar year, the first of such report to be filed on or before April 1, 1980, for the year ended on December 31, 1979, and subsequent reports to be filed on or before April 1 of each year thereafter for the immediate calendar year, which shall show: (1) the amount of revenue received from the CATV System in the City, including all miscellaneous revenues during the year, (2) the total amount of operating expenses incurred in rendering said local T.V. service set forth by classes of expenses and showing the expenses incurred on account of maintenance of property, commercial expenses, general expenses, miscellaneous expenses and the amount for taxes, (3) the capital amount investment of grantee in the property and facilities used or useful in rendering local cable T.V. service in the City as of December 31 of the year covered by the report, (4) such other information as may be reasonably required by the City to be disclosed.

(b) The City shall have the right to inspect the books, records, maps, plans, income tax returns, and other like materials of the grantee at any time during normal business hours.

(c) The City shall have the right, during the life of the franchise, to install and maintain free of charge upon the poles of the grantee any wire and pole fixtures necessary for a police and fire alarm system, on the condition that such wire and pole fixtures do not interfere with the operations of the grantee.

Section 13. PROCEDURE UPON TERMINATION. Upon expiration of the franchise, if the Company shall not have acquired an extension or renewal thereof and accepted the same, the Company may enter upon the streets, and public ways of the City, for the purpose of removing said property therefrom any or all of its property and otherwise. In so removing, said property the Company shall refill, at its own expense, any excavation that shall be made by it, and shall leave said streets and public ways and places in as nearly as possible as good condition as that prevailing prior to the Company's removal of its property.

Section 14. APPROVAL OF TRANSFER. The Company shall not sell or transfer its plant or system nor transfer any rights under this franchise to another, other than a parent company or a wholly-owned subsidiary of the Company, nor transfer more than ten (10%) percent of the outstanding stock in any one year, except as security for monies borrowed, except for transfers by will or the laws of intestate succession, and except for transfer from one shareholder of the Company to another existing shareholder or from a shareholder of the Company to a member of his family or a trust for the benefit of a member of his family, without City Council approval. Such City Council approval shall not be unreasonably withheld.

Section 15. LOCAL OFFICE OR AGENT AND COMPLAINT PROCEDURES. The Company shall provide, either by maintenance of a local business office within or in close proximity to the City, for receiving, via a local telephone call, inquiries or complaints regarding quality of service, equipment malfunctions, billing disputes and similar matters. The office hours are to be at least eight (8) hours out of the period 8:00 a.m. to 6:00 p.m. Monday through Friday, legal holiday excepted. Installations and normal maintenance service shall be performed during the same period Monday through Friday, legal holidays excepted. Emergency maintenance service shall be performed from 5:00 to 10:00 p.m. on weekdays and 8:30 a.m. to 10:00 p.m., Saturdays, Sundays, and legal holidays. Emergency service shall be required upon receipt of service calls from three or more subscribers within a reasonable contiguous geographical area. All complaints received shall be recorded on a Company log and shall reflect the name, address, the time or date of call, what the complaint is, to whom assigned, when completed and what was found. Subscriber complaints shall be acted upon and resolved as expeditiously as possible and in any event within forty-eight (48) hours of receipt barring unforeseen circumstances beyond the control of the Company.

The Company shall provide notice to each subscriber,

at the time of initial subscription and thereafter at intervals of not more than one (1) year, of the procedure for reporting and resolving subscriber complaints.

Section 16. MISCELLANEOUS PROVISIONS.

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Secretary.

(b) The Company shall assume the cost of publication of this franchise as such publication is required by law. A bill for publication costs shall be presented to the Company by the City Secretary upon the Company's filing of acceptance and shall be paid at that time.

Section 17. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Company shall at all times during the life of this franchise be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt from time to time in addition to the provisions herein contained such ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of the State or other local laws or regulations.

Section 18. PUBLIC ACCESS. The Company shall make available to the citizens of the City approved by the City equipment for cablecast of local origination programming at the office and studio of the Company. The equipment will include television cameras and video tape recorders and necessary devices to convert film to television pictures. The Company may charge all users except the City reasonable rates for cablecasting such programming. This Section shall in no way alter or modify the Company's authority to prevent programming containing obscenity, libel, lottery, or to require programming to meet other reasonable programming standards.

Section 19. DEFAULT. In the event Company shall fail to perform any of its obligations hereunder or shall be in default under this franchise and shall fail to correct such failure or default within sixty (60) days after written notice thereof by the City (or, if such failure of default is not susceptible of being cured within said sixty (60) day period, unless Company shall commence to cure such failure or default within said sixty (60) day period and shall diligently proceed to completely cure such default or failure), the franchise may be revoked, terminated or cancelled by the City, provided, however, that the Company shall not be responsible for any failure to perform due to federal, state or municipal action, statute, ordinance or regulations; strike or other

labor trouble, act of God; riot or other civil disturbance; inability to secure materials or supplies, or, without limiting the foregoing, by any other Company which hinders or prevents its performance under this franchise. The City may extend the period within which Company shall correct any failure to perform upon application of the Company, but for good cause. No revocation of the franchise shall occur except upon written notice thereof to the Company by the City and upon public notice and a public proceeding affording due process.

Section 20. VIOLATIONS.

(a) From and after the effective date of this ordinance, it shall be unlawful for any person to construct, install or maintain within any public street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street or any tentative subdivision map approved by the City, any equipment or facilities for distribution of any television signals or radio signals through CATV system, unless a franchise authorizing such use of such street or property or area has been first obtained, and unless such franchise is in full force and effect.

(b) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether

physically, electrically, acoustically, inductively or otherwise, with any part of the franchise CATV System within this City for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program or sound, without payment to the operator of said system.

(c) It shall be unlawful for any person, without the consent of the owner, to willfully tamper with, remove or injure any cables, wires, or equipment used for distribution of television signals, radio signals, pictures, programs or sound.

Section 21. PENALTIES. Any person violating or failing to comply with any of the provisions of Section 20 of this ordinance shall be guilty of a Class "C" misdemeanor and for each day of violation or failure to comply may be punished by a fine not to exceed \$200.00.

Section 22. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this chapter is for any reason held illegal, invalid, or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses,

or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required by the Company. All provisions of this ordinance are hereby repealed.

Section 23. FEDERAL REGULATION. Any lawful modification resulting from amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of franchise renewal, whichever occurs first.

Section 24. GUARANTY AGREEMENT. Within thirty (30) days from date of this ordinance, Company shall deliver to City a guaranty agreement in a form acceptable by the City wherein Cablesystems South, Ltd. guaranties the faithful performance of each and every obligation and covenant of the Company by virtue of this franchise agreement.

Section 25. COMPANY'S ACCEPTANCE. The Company shall have thirty (30) days after final passage of this ordinance in which to file its written acceptance thereon with the governing body of the City.

PASSED AND APPROVED on First Reading in Regular Council

Session on this the 10th day of April, 1979.

Jim Beddy
MAYOR

ATTESTED:

Jacque Sharp
City Secretary

APPROVED AS TO FORM:

Robert H. Wall
Attorney for the City

PASSED AND APPROVED on Second Reading in Regular Council Session on this the 24th day of April, 1979.

Jim Beddy
MAYOR

ATTESTED:

Jacque Sharp
City Secretary

EXHIBIT "2"

(a) Rates and charges: The proposed rates and charges are as follows:

a. BASIC SERVICE - \$7.95

- | | | |
|--------------------------|-----------------------------------|-------------------------|
| 1. KXAS NBC | 5. KERA PBS | 9. Local Channel A/C/FB |
| 2. KFDW CBS | 6. KXTX | 10. Time & Weather |
| 3. WFAA ABC | 7. WTCG ATLANTA IND | 11. Public Access |
| 4. KTVT IND | 8. Cable Program Guide | 12. UPI News Wire |
| 13. WGN CHICAGO IND | 18. MADISON SQUARE GARDEN | |
| 14. KTTV LOS ANGELES IND | CALIOPE/C-SPAN | |
| 15. WOR NEW YORK IND | 19. NICKELODEON | |
| 16. NOAA WEATHER RADAR | 20. Stock Market Wire Service | |
| 17. UPI NEWS TIME | 21-24. TAGER Educational Services | |

PREMIUM TWO SERVICE*

- | | |
|----------------------------|----------|
| 25. HBO Home Box Office | - \$8.00 |
| 26. TAKE 2 - (G&PG Films) | - \$7.00 |
| 27. FANFARE Sports & Films | - \$5.00 |
| 28. Future | |
| 29. Future | |

*Cablesystems will fix these rates as per contracts.

LEASE

- 30. Lease channel on request
- 31. Lease channel on request

ACCESS

- 32. Government Access
- 33. Educational Access

FUTURE

- 34. Future
- 35. Future

- | | |
|--|---------|
| b. Additional Outlets | \$ 3.00 |
| c. Installation: First Outlet | 20.00 |
| d. Installation: Additional Outlets each | 10.00 |

- e. Installation of Pay Service 10.00
- f. Special Installs: Buried, Wall Drops, etc. (At Cost)
- g. Reconnections 15.00
- h. Collection Fee 10.00
- i. Deposit: The Company may require a deposit in an amount not to exceed the current cost of the converter which is placed on customer's premises.
- j. Public and parochial schools, colleges, and municipal buildings.

A service drop installation will be provided, on request, without charge, to a single point of entrance to a building or complex of buildings located at one geographical area, at public and parochial schools, colleges, and city buildings, which are within 150 feet of a feeder line. Interior cabling and exterior distribution within a complex of buildings in a geographic area shall be provided on request at the Company's cost. Should the school or City desire to provide its own exterior/interior distribution, Company will render technical assistance without charge. Such installations are subject to inspection and approval by Company.

- k. The Company will charge an installation fee of \$20.00 to connect a presently existing prewired house provided the 75 ohm system meets technical standards required by the Company. As of the date of this franchise, any houses prewired for more than three (3) outlets will pay for no more than three (3) outlets

according to the monthly rates. After the date of this franchise, new dwellings will be required to pay for each outlet.

1. If a person shall apply to become a subscriber within thirty (30) days of when service first becomes available in his neighborhood, such person shall not be charged any installation fee as provided above; however, such free installation shall only apply to those services requested by the proposed subscriber within the said thirty (30) day period.