Approved by OMB
3060-0440
Expires 2/28/93

FEDERAL COMMUNICATIONS COMMISSION

FEE PROCESSING FORM

FOR FCC USE ONLY

FCC/MELLON OCT 24 1991

10-25-91 8120106 001

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I

APPLICANT NAME (Last, first, middle initial)
MISSISSIPPI CABLEVISION, INC.

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)
c/o Cole, Raywid & Braverman

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)
1919 Pennsylvania Ave., NW

DOCKET FILE COPY ORIGINAL

RECEIVED JUN 21 '95

CITY
Washington

STATE OR COUNTRY (if foreign address)	ZIP CODE	CALL SIGN	OTHER FCC IDENTIFIER
DC	20006		

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

	(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(1)	C I Z	/	$ 120.00	

SECTION II

— To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

	(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(2)			$	
(3)			$	
(4)			$	
(5)			$	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE. →

TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING	FOR FCC USE ONLY
$ 120.00	120.00

This form has been authorized for reproduction.

FCC Form 155
August 1991

INSTRUCTIONS FOR COMPLETING FEE PROCESSING FORM, FCC FORM 155, August 1991

(1) **"Applicant Name"** - Enter the name (last, first, middle initial) of the applicant as it appears on the original application or filing being submitted with this Fee Processing Form. If company, enter name which is used commercially.

(2) **"Mailing Address (Line 1)"** - Enter the street address or post office box number to which the applicant wishes correspondence sent.

(3) **"Mailing Address (Line 2)"** - This line may be used for further identification of the address if additional space is required.

(4) **"City"** - Enter the name of the city associated with the given street address.

(5) **"State or Country"** - Enter the appropriate two-digit state abbreviation as prescribed by the U.S. Postal Service. If address if foreign, enter the appropriate country name here.

(6) **"ZIP Code"** - Enter the appropriate five or nine-digit ZIP Code prescribed by the U.S. Postal Service.

(7) **"Call Sign or Other FCC Identifier"** - Enter the applicable call or unique FCC identifier, if any, as shown on your attached application or filing. If applying for a service affecting more than one call sign, enter one call sign only.

(8) **Column (A), "Fee Type Code"** - Enter correct Fee Type Code(s) from the appropriate Fee Filing Guide. Only one Fee Processing Form may be submitted per application or filing. Inaccurate or erroneous Fee Type Codes may result in your application or filing being returned to you without further processing.

(9) **Column (B), "Fee Multiple"** - Certain applications and filings may request action with respect to more than one station, license, frequency, or party and can be submitted together with one check if they meet specific conditions. This column is used only if a multiple, i.e., two or more, is being applied for. Examples of when this would be used are renewing more than one call sign, frequency, station, or the tranfer of control of more than one station. Refer to the appropriate Fee Filing Guide for additional information.

(10) **Column (C), "Fee Due for Fee Type Code in Column (A)"** - Enter in this block the amount of the fee associated with the Fee Type Code shown in Column (A) (times (X) the fee multiple, if required).

(11) **"Total Amount Remitted With This Application or Filing"** - Enter the total of lines (1) through (5) of Column (C). This amount should equal the amount of your check or money order. We will not accept multiple checks.

HOW TO SUBMIT APPLICATIONS AND FILINGS

o Each application or filing should be assembled with the Fee Processing Form, FCC Form 155, stapled to the top of the application with the check placed on top of the Fee Processing Form. DO NOT STAPLE THE CHECK TO THE APPLICATION OR FEE PROCESSING FORM, FCC FORM 155. Required copies of applications should be clearly identified as "duplicate copy" and placed behind the original package. **"Stamp and receipt" copies should be placed on top of the original package and CLEARLY identified as return copies.** Extraneous material and extra copies should be avoided at all times. Failure to follow these instructions will delay the processing of your submission.

o Completed applications or filings should be mailed to the proper address shown in the Fee Filing Guide for the particular service for which you are applying or making a filing. **All applications and filings must be properly addressed to the appropriate P.O. box number,** even if hand delivered to the address listed below. Applications received before midnight on a normal business day will receive that day's date as the receipt date. Deliveries made after midnight on Fridays will not be "officially" receipted until the next Monday. Applications received on weekends and government holidays are dated the next regular business day.

o A single check, bank draft or money order made payable to the Federal Communications Commission and denominated in U.S. dollars and drawn upon a U.S. financial institution must be included with each application or filing requiring a fee. No postdated, altered or third-party checks will be accepted. Do not send cash.

o Parties hand delivering applications or filings may receive dated receipt copies by presenting copies of the applications or filings to the acceptance clerk at the time of delivery. **Receipts will be provided for mail-in applications or filings if an extra copy of the application or filing is provided along with a self-addressed stamped envelope. Only one piece of paper per application or filing will be stamped for receipt purposes.**

REMEMBER

o A separate completed Fee Processing Form is required with each application or filing except in certain circumstances. Please refer to the appropriate Fee Filing Guide for additional information.

o A wrong Fee Type Code or incorrect remittance may result in your application or filing being returned without processing, or result in the dismissal of your application or filing. Please ensure that FEE TYPE CODES are correct and that your check or money order equals the amount shown in the TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING block before submitting your application or filing.

o If you have any questions completing this form, please call the Fees Hotline, 202/632-FEES.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 1, Subpart G of the Commission's rules authorize the FCC to request the information on this form. The information requested is required in order to obtain a license or authorization from the Commission. The purpose of the information is to provide a means to link a fee payment to a specific invoice, application or filing. The information will be used by the Commission to maintain data concerning fees paid to the Commission, for internal financial control, audit, and reporting purposes. Information requested on this form will be available to the public. Your response is required to obtain a license or other authorization from the Commission.

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Federal Communications Commission, Office of Managing Director, Washington, DC 20554, and to the Office of Management and Budget, Paperwork Reduction Project (3060-0440), Washington, DC 20503.

THIS ADDRESS IS FOR HAND CARRY OR COURIER DELIVERY ONLY:

Federal Communications Commission
c/o Mellon Bank
Three Mellon Bank Center
525 William Penn Way
27th Floor, Room 153-2713
Pittsburgh, Pennsylvania 15259-0001
(Attention: Wholesale Lockbox Shift Supervisor)

RECEIVED
JUN 21 '95
FEDERAL COMMUNICATIONS COMMISSION
SECRETARY

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	CC 95-14
MISSISSIPPI CABLEVISION, INC.,	)	
Complainant,	)	
v.	)	File No. PA-____
SOUTH CENTRAL BELL TELEPHONE COMPANY,	)	
Respondent.	)	

DOCKET FILE COPY ORIGINAL

TO: The Common Carrier Bureau

COMPLAINT

1. Complainant Mississippi Cablevision, Inc., owns and operates the cable television system presently serving various communities in Mississippi shown in Attachment A, and environs. The address of Complainant is P. O. Box 59865, Birmingham, AL 35259-0865.

2. Respondent South Central Bell Telephone Company is engaged in the provision of telephone service in portions of the State of Mississippi. Respondent's general office address is 600 North 19th Street, Birmingham, AL 35203 (Attn: Jan Curtis).

Jurisdiction

3. This Commission has jurisdiction over this Complaint and over Respondent under the provisions of the Communications Act of 1934, as amended, including, but not limited to, Section 224, thereof.

4. Respondent owns or controls utility poles in Mississippi. Such poles are used for purposes of wire communications. Complainant alleges, upon information and belief, that Respondent is not owned by any railroad, any person who is cooperatively organized, or any person owned by the federal government or any state.

5. Complainant alleges, upon information and belief, and in reliance upon lists published by the Commission, that neither the State of Mississippi, nor any of its political subdivisions, agencies, or instrumentalities, regulates the rates, terms, or conditions of pole attachments in the manner required by Section 224.

6. Attached hereto is a certificate of service on the Respondent and each federal, state and local agency which regulates any aspect of service provided by Respondent.

Agreement

7. Complainant has entered into respective agreements with Respondent whereby it has agreed that space would be made available on Respondent's poles in the communities served by Complainant for pole attachments as defined in 47 C.F.R. § 1.1402(b). See Exhibit B. According to the most recent pole invoice, there are 3,837 poles billed under the Agreement(s).

Areas of Dispute

8. There are three matters of substance at issue.

9. South Central Bell's calculations are, in summary:

Net Investment Per Bare Pole		$163.04
Carrying Charges		
Maintenance	16.85%	
Depreciation	10.56%	
Administration	7.11%	
Taxes	7.68%	
Cost of Capital	11.99%	
	54.19%	x 54.19%
Use Ratio		x 1/13.5
		$ 6.55

10. Our first area of difference is in the calculation of the maintenance component of the carrying charge. In the FCC's Accounting and Audits Division letter of June 22, 1990 converting from Part 31 to Part 32 for pole attachment purposes, Mr. Moran explained that only columns (ac) and (af) of the Account 6411 matrix under Part 32 may be included when computing pole rents. (The reason is that in the Part 31 to Part 32 conversion, pole rents paid by SCB to a power company may not be charged to cable as a cost of pole maintenance. Cable pays rent directly to power companies for a separate rental space on power poles.) In a November 23, 1990 letter to Southwestern Bell, Accounting & Audits reiterate that (ad) and (ae) must be excluded.

11. South Central Bell's Annual Report to the Mississippi PSC shows the following breakdown:

Matrix	Amount
(ac) salaries	291,929
(ad) benefits	67,902
(ae) rents	6,532,065
(af) other	709,591
(ab) total	7,601,487

Thus, the chargeable amount of maintenance expenses are only 291,929 + 709,591. The computation becomes

$$\frac{1,001,520}{72,194,010.47 - 23,599,952 - 3,510,862} = 2.17\%$$

12. Our second area of difference is in the administrative component. The same A&A letters indicate that only a portion of the 13,515,371 account 6535 may be charged. Absent an appropriate Part 31 to Part 32 conversion, the proper computation would be

$$\frac{70,893,140}{2,321,480,485.51 - 903,001,393 - 230,485,063} = 5.96\%$$

13. Our third area of difference is in the cost of capital component. The FCC has ruled that when a range of return is specified by a PSC, the pole rents are set against the midpoint. Teleprompter Corp. v. Tampa Electric Co., PA 81-0041, Mimeo 6683 at ¶8 (Sep. 26, 1983). The PSC's 1990 order

establishes a range of 10.74-11.74% return on average investment base (p.6). Thus, the cost of capital should be 11.24%.

14. Complainant's calculations are, in summary:

Net Investment Per Bare Pole		$163.04
Carrying Charges		
Maintenance	2.17%	
Depreciation	10.56%	
Administration	5.96%	
Taxes	7.68%	
Cost of Capital	11.24%	
	37.61%	x 37.61%
Use Ratio		x 1/13.5
		$ 4.54

15. Complainants have submitted all of this evidence and argument to Respondent. Respondent is unwilling to compromise anything but the matter raised in ¶13.

Unjust and Unreasonable Rate

16. Respondent is charging Complainant an annual rental of $4.98 per pole. By recent notice, Respondent has increased rental to $6.55.

17. As set forth in ¶14, the maximum lawful annual rate which Respondent may charge is the product of its investment per pole, times its annual carrying charge, times the use ratio of 1/13.5. Accordingly, the maximum just and reasonable rate permissible under 47 C.F.R. § 224(b)(1) is $4.54. Any rate charged by Respondent in excess thereof is unjust and unreasonable, and therefore unlawful.

Settlement Efforts

18. Complainant, through its attorney, has attempted to negotiate a reduction in the current rate. The differences between Complainant and Respondent do not appear susceptible to informal settlement.

Relief Requested

21. Complainant respectfully requests that:

a. The Commission determine that the maximum rate Respondent may lawfully charge is $4.54.

b. The present rate, being in excess thereof, be terminated pursuant to 47 C.F.R. § 1.1410(a);

c. The Commission, pursuant to 47 C.F.R. § 1.1410(b), substitute an annual rate of $4.54 per pole in the Agreement; and

d. Respondent be ordered, pursuant to 47 C.F.R. § 1.1410(c), to refund to Complainant the amounts Complainant has paid or, prior to a final resolution of this Complaint will pay, to Respondent in excess of the maximum lawful rate.

Respectfully submitted,

MISSISSIPPI CABLEVISION, INC.

By: _____
Paul Glist

COLE, RAYWID & BRAVERMAN
1919 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 659-9750

Its Attorney

Dated: October 23, 1991

A F F I D A V I T

STATE OF ALABAMA)
) ss:
COUNTY OF Jefferson)

I, Michael Woods, of TCI Southeast, Inc., on oath do state that I have read the foregoing Complaint attached hereto; that I am familiar with the matters contained therein and know the purpose thereof; and that the facts set forth therein are true and correct to the best of my knowledge, information and belief.

Michael Woods
MICHAEL WOODS

Subscribed and sworn to before me
this 22 day of October, 1991.

Helen M. McMickens
Notary Public

My Commission Expires:

MY CO[illegible] 1991

EXHIBIT A

TO:

Corrected
09-03-91

Mississippi Cablevision
Heritage Communications d/b/a
Attention: J. E. Pickle
P. O. Box 190
Booneville, MS 38829
(601) 728-8111

Acct. # MB59-0891-28

FORWARD PAYMENT TO:

South Central Bell
Billing Maintenance Center
260G Landmark Center
Post Office Box 811
Jackson, Mississippi 39205

POLE ATTACHMENT RENTALS:

LOCATION	# OF POLES	SEMI-ANNUAL RATE/POLE	PERIOD COVERED FROM	TO	AMOUNT
Aberdeen	336	$3.28	07-01-91	12-31-91	$1,102.08
Amory	271	$3.28	07-01-91	12-31-91	$888.88
Ashland	44	$3.28	07-01-91	12-31-91	$144.32
Baldwyn	223	$3.28	07-01-91	12-31-91	$731.44
Booneville	437	$3.28	07-01-91	12-31-91	$1,433.36
Charleston	199	$3.28	07-01-91	12-31-91	$652.72
Holly Springs	359	$3.28	07-01-91	12-31-91	$1,177.52
Iuka	164	$3.28	07-01-91	12-31-91	$537.92
Macon (Brooksville, Shuqualak)	174	$3.28	07-01-91	12-31-91	$570.72
Nettleton	147	$3.28	07-01-91	12-31-91	$482.16
New Albany	339	$3.28	07-01-91	12-31-91	$1,111.92
Oxford	785	$3.28	07-01-91	12-31-91	$2,574.80
Saltillo	54	$3.28	07-01-91	12-31-91	$177.12
Shannon	84	$3.28	07-01-91	12-31-91	$275.52
Shelby	79	$3.28	07-01-91	12-31-91	$259.12
Sumner	56	$3.28	07-01-91	12-31-91	$183.68
Tutwiler	50	$3.28	07-01-91	12-31-91	$164.00
Webb	36	$3.28	07-01-91	12-31-91	$118.08

TOTAL AMOUNT DUE **$12,585.36**

TO:

Date: 8-27-91
Acct.# MB59-0891-28

Mississippi Cablevision Inc.
Heritage Communications d/b/a
Attention: J. E. Pickle
P. O. Box 190
Booneville, MS 38829
(601) 728-8111

FORWARD PAYMENT TO:

South Central Bell
Billing Maintenance Center
260G Landmark Center
Post Office Box 811
Jackson, Mississippi 39205

POLE ATTACHMENT RENTALS:

LOCATION	# OF POLES	SEMI-ANNUAL RATE/POLE	PERIOD COVERED FROM	TO	AMOUNT
Aberdeen	336	$3.28	07-01-91	12-31-91	$1,102.08
Amory	271	$3.28	07-01-91	12-31-91	$888.88
Ashland	44	$3.28	07-01-91	12-31-91	$144.32
Baldwyn	223	$3.28	07-01-91	12-31-91	$731.44
Booneville	437	$3.28	07-01-91	12-31-91	$1,433.36
Charleston	199	$3.28	07-01-91	12-31-91	$652.72
Duncan	5	$3.28	07-01-91	12-31-91	$16.40
Holly Springs	359	$3.28	07-01-91	12-31-91	$1,177.52
Iuka	164	$3.28	07-01-91	12-31-91	$537.92
Macon (Brooksville,	174	$3.28	07-01-91	12-31-91	$570.72
Shuqualak)		$3.28	07-01-91	12-31-91	$0.00
Nettleton	147	$3.28	07-01-91	12-31-91	$482.16
New Albany	339	$3.28	07-01-91	12-31-91	$1,111.92
Oxford	785	$3.28	07-01-91	12-31-91	$2,574.80
Saltillo	54	$3.28	07-01-91	12-31-91	$177.12
Shannon	84	$3.28	07-01-91	12-31-91	$275.52
Shelby	79	$3.28	07-01-91	12-31-91	$259.12
Sumner	56	$3.28	07-01-91	12-31-91	$183.68
Tutwiler	50	$3.28	07-01-91	12-31-91	$164.00
Webb	36	$3.28	07-01-91	12-31-91	$118.08
TOTAL AMOUNT DUE					**$12,601.76**

South Central Bell

4010B Landmark Center
P.O. Box 811
Jackson, Mississippi 39205

May 15, 1991

Heritage Communications d/b/a
Mississippi Cablevision
Attention: J. E. Pickle
PO BOX 190
Booneville, MS 38829

Dear Sir, Madam:

Attached for execution by your company are the originals of Appendix 1-P to the License Agreement(s) For Pole Attachments that have been issued by South Central Bell Telephone Company for your company's service area(s). The Appendix 1-P stipulates the pole attachment rate for the period of July 1, 1991 through June 30, 1992, that was developed under the prevailing Federal Communication Commission's guidelines and instructions.

Upon execution by a duly authorized representative of your company the original documents should be returned for final execution by South Central Bell Telephone Company. When this has been accomplished an original of the document(s) will be forwarded for your file.

If you need additional information about or have questions concerning the attachment rates, please contact Frank Adkins at (205) 977-2634. Other inquiries or questions may be directed to me at (601) 961-2737.

Yours truly,

Henry Christy

Henry Christy
Staff Manager-OSPE

Attachments

HRC/kdm

APPENDIX 1-P

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1-P is, from the effective date hereof, an integral part of the License Agreement between South Central Bell Telephone Company, therein called Licensor, and Heritage Communications d/b/a Mississippi Cablevision, Incorporate therein called Licensee, dated _____ (hereinafter called the Agreement) and contains the fees and charges governing the use of Licensor's poles and anchors to accommodate the cable, equipment and facilities of Licensee in Aberdeen, Amory, Ashland, Baldwyn, Booneville, Charleston, Holly Springs, Iuka, Nettleton, New Albany, Oxford, Saltillo and Shannon, Mississippi. The effective date of this APPENDIX 1-P is _____.

ATTACHMENTS

1. **ATTACHMENT FEE:** $6.55 per pole per annum.

   (a) **Computation**

   For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and first day of December of each year. The first advance payment of the annual charge for licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

   (b) **Payment Date**

   Attachment fees shall be due and payable semi-annually, in advance, on the 1st day of January for the first half of the calendar year beginning on that date, and on the 1st day of July for the last half of the calendar year. Failure to pay such fees within thirty (30) days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

   (c) **Termination of License**

   No refund of any attachment fee will be paid on account of any termination or surrender of a license granted hereunder.

2. **OTHER CHARGES**

(a) **Computation**

(1) All charges for inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles or anchors, and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performir such work. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

(2) The charge for replacement of poles and anchors shall include the entire nonbetterment cost to Licensor, including the increased cost of larger poles, the cost of transferring Licensor's facilities from the old to the new poles, cost of removal of replaced poles and anchors, less any salvage and depreciation credits.

(b) **Payment Date**

All bills for such other charges shall be payable upon presentment to Licensee, and failure to pay said bill within thirty (30) days after presentment to Licensee shall constitute a default of this Agreement.

LICENSOR

SOUTH CENTRAL BELL TELEPHONE COMPANY

By _____
Title General Manager-Operations/MS
Date _____

LICENSEE

Heritage Communications d/b/a
Mississippi Cablevision, Inc.
(Name of Licensee)

By _____
Title _____
Date _____

Attest:

_____
Secretary

APPENDIX 1-P

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1-P is, from the effective date hereof, an integral part of the License Agreement between South Central Bell Telephone Company, therein called Licensor, and Heritage Communications d/b/a Mississippi Cablevision, Incorporated therein called Licensee, dated _____ (hereinafter called the Agreement) and contains the fees and charges governing the use of Licensor's poles and anchors to accommodate the cable, equipment and facilities of Licensee in Shelby, Sumner, Tutwiler and Webb, Mississippi. The effective date of this APPENDIX 1-P is _____.

ATTACHMENTS

1. **ATTACHMENT FEE:** $6.55 per pole per annum.

   (a) **Computation**

   For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and first day of December of each year. The first advance payment of the annual charge for licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

   (b) **Payment Date**

   Attachment fees shall be due and payable semi-annually, in advance, on the 1st day of January for the first half of the calendar year beginning on that date, and on the 1st day of July for the last half of the calendar year. Failure to pay such fees within thirty (30) days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

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   No refund of any attachment fee will be paid on account of any termination or surrender of a license granted hereunder.

2. **OTHER CHARGES**

(a) **Computation**

(1) All charges for inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles or anchors, and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

(2) The charge for replacement of poles and anchors shall include the entire nonbetterment cost to Licensor, including the increased cost of larger poles, the cost of transferring Licensor's facilities from the old to the new poles, cost of removal of replaced poles and anchors, less any salvage and depreciation credits.

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LICENSOR

SOUTH CENTRAL BELL TELEPHONE COMPANY

By _____
Title General Manager-Operations/MS
Date _____

LICENSEE

Heritage Communications d/b/a
Mississippi Cablevision, Inc.
(Name of Licensee)

By _____
Title _____
Date _____

Attest:

_____
Secretary

APPENDIX 1-P

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1-P is, from the effective date hereof, an integral part of the License Agreement between South Central Bell Telephone Company, therein called Licensor, and Heritage Communications d/b/a Mississippi Cablevision, Incorporated therein called Licensee, dated _____ (hereinafter called the Agreement) and contains the fees and charges governing the use of Licensor's poles and anchors to accommodate the cable, equipment and facilities of Licensee in Macon, Mississippi. The effective date of this APPENDIX 1-P is _____.

ATTACHMENTS

1. **ATTACHMENT FEE:** $6.55 per pole per annum.

   (a) **Computation**

   For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and first day of December of each year. The first advance payment of the annual charge for licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

   (b) **Payment Date**

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LICENSOR

SOUTH CENTRAL BELL TELEPHONE COMPANY

By _____
Title General Manager-Operations/MS
Date _____

LICENSEE

Heritage Communications d/b/a
Mississippi Cablevision, Inc.
(Name of Licensee)

By _____
Title _____
Date _____

Attest:

_____
Secretary

August 6, 1970 (09-11-70)

LICENSE AGREEMENT
FOR
POLE ATTACHMENTS

THIS AGREEMENT made this 1st day of June, 1970, between SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Georgia, having its principal office in the City of Birmingham, Alabama, hereinafter called Licensor, and Mississippi Cablevision, Inc. hereinafter called Licensee.

WITNESSETH:

WHEREAS, Licensee now proposes to furnish certain communications services in Aberdeen, Amory, Ashland, Baldwyn, Booneville, Charleston, Holly Springs, Iuka, Nettleton, New Albany, Oxford, Saltillo and Shannon, Mississippi as shown on the map attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Licensee will need to place and maintain aerial cables, equipment and facilities within the area described above and desires to place such cables, equipment and facilities on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on Licensor's poles where reasonably available and where such use will not interfere with Licensor's service requirements, or the use of Licensor's facilities by others.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually convenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

Licensor's "poles" mean poles owned by Licensor.

"Anchor" means an anchor owned by Licensor which is a device to reinforce the pole to which it is attached by a guy wire.

The term "joint-use arrangement" shall be construed to mean an arrangement whereby each party to an agreement owns poles and have agreed that the other party has the right to attach to and occupy space upon the poles owned by it.

ARTICLE II

SCOPE OF AGREEMENT

(a) Subject to the provisions of this Agreement, the Licensor will issue to the Licensee, for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's cables, equipment and facilities to Licensor's poles and anchors within the areas shown on Exhibit A attached hereto, or described above.

(b) No use, however extended, of Licensor's poles and anchors or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles and anchors, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

(c) It is recognized by the Licensee that the Licensor has heretofore entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the poles and anchors covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements and arrangements.

(d) The rights of the Licensee shall at all times be subject to any present or future joint-use arrangement between Licensor and any other party regarding use of the facilities covered herein.

ARTICLE III

FEES AND CHARGES

(a) The Licensee shall pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX 1-P, attached hereto and made part hereof.

(b) Nonpayment of any amount due under this Agreement shall constitute default of this Agreement.

(c) Licensee shall furnish bond or other satisfactory evidence of security in such amount as Licensor from time to time may require, in an initial amount of $5,000.00, but not exceeding $5,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's facilities upon termination of this Agreement by any of its provision or upon termination of any license issued hereunder. This bond requirement may be waived in writing by Licensor.

(d) On July 1, 1990, and at the end of every one (1) year period thereafter, the fees and charges specified in APPENDIX 1-P may be adjusted at the request of Licensor or Licensee after notice made in

writing to the other party not later than sixty (60) days before July 1, 1990, or the end of any subsequent one (1) year period thereafter. If agreement is not reached as to fees and charges within sixty (60) days after notification of the desire of either party to adjust fees and charges, either party may thereafter terminate this Agreement, which termination shall be effective upon six (6) months' written notice to the other party. Unless specifically rejected in writing, within (60) days, such adjusted rates and changes shall be deemed accepted.

(e) Changes or amendments to APPENDIX 1-P shall be affected by the separate execution of APPENDIX 1-P as so modified. The separately executed APPENDIX 1-P shall become a part of and be governed by the terms and conditions of this Agreement.

ARTICLE IV

SPECIFICATIONS

(a) Licensee's cables, equipment and facilities shall be placed and maintained at Licensee's expense in accordance with the requirements and specifications of APPENDIX 2-P attached hereto and made a part hereof. Unless different standards are specified herein, the provisions of the National Electrical Safety Code (6th edition), and any amendments thereto or replacements thereof, shall be applicable.

(b) Changes or amendments to APPENDIX 2-P shall be effected by the separate execution of APPENDIX 2-P as so modified. The separately APPENDIX 2-P shall become a part of and be governed by the terms and conditions of this Agreement.

(c) Failure to comply with this Article or APPENDIX 2-P to this Agreement shall constitute a default of this Agreement.

ARTICLE V

LEGAL AUTHORITY

(a) Licensee shall submit to Licensor satisfactory evidence of lawful authority to place, maintain and operate its facilities within public streets, highways, and other thoroughfares and shall secure any necessary permits and consents from Federal, State, County and Municipal authorities and from the owners of property to construct, maintain and operate facilities at the locations of poles and anchors of Licensor which it uses. Licensee shall indemnify and reimburse Licensor for all loss and expense which results from claims of governmental bodies, owners of property or others that Licensee has not a sufficient right of authority for placing and maintaining Licensee's facilities on Licensor's poles.

(b) The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to all laws, ordinances and regulations which in any manner affect the rights and

obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

ARTICLE VI

ISSUANCE OF LICENSES

(a) Before Licensee shall have a right to attach to any pole or anchor of Licensor, Licensee shall make application for and receive a revocable, nonexclusive license therefore in the form of Exhibit B, hereto attached and made a part hereof.

(b) Any license granted hereunder for attachment to Licensor's poles or anchors shall terminate without further notice to Licensee as to individual poles or anchors covered by the license to which Licensee has not attached within sixty (60) days from the date that Licensor has notified Licensee that such poles or anchors are available for attachment of the operating facilities of Licensee.

ARTICLE VII

POLE REPLACEMENTS AND REARRANGEMENTS

(a) Licensor reserves the right to refuse to grant a license for the attachment to its poles or anchors when Licensor determines, in its judgment, that the communication space on such pole is required for its exclusive use or that the pole or anchor may not reasonably be rearranged or replaced.

(b) In the event Licensor, in its judgment, determines that any pole or anchors of Licensor to which Licensee desires to make attachments is inadequate or otherwise needs arrangement of the existing facilities thereon to support or accommodate the additional facilities of Licensee in accordance with the specifications set forth in APPENDIX 2-P, Licensor will indicate on the application (Exhibit B) the changes necessary to provide adequate pole or anchor space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and returns the application marked to so indicate, Licensor will make such changes, including the replacement of inadequate poles or anchors, and Licensee shall pay Licensor in accordance with the terms of APPENDIX 1-P. Licensee shall also reimburse the owner or owners of other facilities attached to said poles or anchors for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole or anchor replacements or for the rearrangement of facilities on Licensor's poles or anchors by reason of the use of any of the pole or anchor space so acquired by Licensor or other authorized user.

(c) Should Licensor, another utility, governmental body or other entity, with whom it then has a joint-use agreement, need for its own service requirements the space occupied by Licensee's attachments on

any of Licensor's poles or anchors, Licensee will be notified that it shall either surrender its license for that pole or anchor; and, at its own expense, vacate the space by removing its attachments, or it shall authorize Licensor to replace the poles or anchors at the expense of Licensee, in the same manner as stated in the preceding Paragraph (b) covering the replacement or rearrangement of poles or anchors when required to accommodate Licensee's attachments, or, if Licensor advises Licensee that Licensee's desired attachments can be accommodated on present poles or anchors of Licensor by rearranging Licensor's facilities thereon, Licensee shall authorize Licensor to make such arrangements. Licensee shall also reimburse the owner or owners of other facilities attached to said poles or anchors for any expense incurred by it or them in transferring or rearranging said facilities to accommodate Licensee's attachments. Any strengthening or stepping poles will be provided at the expense of Licensee in accordance with the specifications in APPENDIX 2-P.

(d) When multiple applications, including application of Licensee, are received by the Licensor with respect to any pole or anchor which must be replaced or rearranged to provide additional space, prior to commencement of the work on that pole or anchor, Licensor will endeavor to prorate to the extent that it is practical between Licensee and the other applicants for pole or anchor space, the common expenses of engineering, rearrangement and replacement, if any, which result from the processing of multiple applications. Licensee shall be bound by Licensor's determination as to any such proration of costs to Licensee.

(e) Whenever it is necessary for Licensor to make pole or anchor replacements or rearrangements in order to accommodate Licensee's cable, equipment and facilities, Licensor will endeavor to perform or have performed such work after issuance of the license to, and acceptance of responsibility for cost by, Licensee in the form of Exhibit B, as soon as is practicable upon consideration of Licensor's service requirements.

ARTICLE VIII

CONSTRUCTION AND MAINTENANCE OF FACILITIES

(a) Licensee shall, at its own expense, make and maintain its pole and anchor attachments in a safe condition and in thorough repair, and in a manner acceptable to Licensor, and so as not to conflict with the use of said poles and anchors, or interfere with other facilities thereon or which may from time to time be placed thereon. Licensee shall, at its own expense, upon five (5) days' notice from Licensor, relocate or replace its facilities placed on said poles or anchors, or transfer them to substituted poles or anchors, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate or replace the attachments placed on said poles or anchors by Licensee, transfer them to substituted poles or anchors or perform any other work in connection with said facilities that may be required in the