

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing "Bell Atlantic's Direct Case" was served this 19th day of October, 1995 by first class mail, postage prepaid, on the parties on the attached list.


~~Jaynemie Lentlie~~
Jaynemie Lentlie

Geraldine Matisse
Chief, Tariff Division
Common Carrier Bureau
Federal Communications Commission
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ITS, Inc.
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**DS1 Termination Function/Maintenance and Repair Function
Bell Atlantic - Channel Termination
Recurring Rate**

	DS1 Chan. Term. Partitioned
1 TOTAL INVESTMENT:	\$3,479.62
2 Circuit Equipment, 2232	\$3,336.27
3 Land, 2111	\$10.87
4 Building, 2121	\$132.48
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21 DEPRECIATION EXPENSE	\$362.86
22 COST OF MONEY	\$320.51
23 FEDERAL INCOME TAX	\$144.61
24 OTHER TAX	\$16.42
25	
26	
27	
28	
29	
30	
31	
32	
33 MAINTENANCE EXPENSE	\$76.36
34 ADMINISTRATION EXPENSE	\$100.07
35 MARKETING EXPENSE	\$6.96
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51 ANNUAL COST PER UNIT	\$1,027.79
52 MONTHLY COST PER UNIT	\$85.65
53 MONTHLY RATE PER UNIT	\$115.63
54 UNIT OF MEASUREMENT	per connection
55 RATIO: Rate / Direct Cost	1.79
56 RATIO: Rate / Unit Cost	1.35

NOTE: Used overhead loading factor prescribed by Commission for collocation (1.35)

**DS1 Termination Function
Bell Atlantic - Channel Termination
Nonrecurring Rate**

	DS1 Channel Termination Install - 1st	DS1 Channel Termination Install - Add'l	DS1 Channel Termination Rearrange - 1st	DS1 Channel Termination Rearrange - Add'l	
1	TOTAL INVESTMENT:				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21	DEPRECIATION EXPENSE				
22	COST OF MONEY (\$ Amount)				
23	COST OF MONEY (Percentage)				
24	FEDERAL INCOME TAX				
25	STATE AND LOCAL INCOME TAX				
26	OTHER TAX:				
27					
28					
29					
30					
31					
32					
33	MAINTENANCE EXPENSE				
34	ADMIN and OTHER EXPENSE:	\$705.28	\$283.81	\$410.90	\$132.34
35	Circuit Provisioning, Designer	\$20.57	\$8.96	\$20.57	\$8.96
36	Circuit Provisioning, Clerical	\$21.09	\$2.64	\$21.09	\$2.64
37	C.O. Center personnel	\$189.17	\$83.09	\$189.17	\$83.09
38	Special Services personnel	\$164.62	\$75.31	\$82.55	\$37.65
39	Plant Installation	\$212.29	\$113.81	\$0.00	\$0.00
40	Service Order	\$117.52	\$0.00	\$117.52	\$0.00
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52	NONRECURRING COST PER UNIT	\$705.28	\$283.81	\$410.90	\$132.34
53	NONRECURRING RATE PER UNIT	\$720.00	\$400.00	\$425.00	\$200.00
54	UNIT OF MEASUREMENT				
		per CT or x-connect	per CT or x-connect	per CT or x-connect	per CT or x-connect
55	RATIO: Rate Per Unit / Direct Cost	N/A	N/A	N/A	N/A
56	RATIO: Rate Per Unit / Unit Cost	1.02	1.41	1.03	1.51



ACCESS SERVICE

Attach. L(2)
Page 1 of 5

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3, DS3C, and DS3G Service Arrangement Term Pricing Plan (TPP) (Cont'd)

(S)(Y)

(B) TPP Termination Without Liability (Cont'd)

(2) Termination Liability will not apply when a customer meets the requirements for DS3, DS3C, or DS3G "portability." DS3, DS3C, and DS3G Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. DS3, DS3C, or DS3G Portability requirements are as follows:

- The TPP service to be discontinued must have been in service for a minimum of 1 year.
- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.
- The replacement service is subject to any applicable nonrecurring charges.

(C) TPP Termination With Liability - Early Termination Provision

For any DS3, DS3C, and DS3G term plan services that are terminated prior to the end of the minimum period, the customer will be liable for 100% of the total monthly charges for the unexpired portion.

DS3, DS3C, DS3G Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement. ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

Option I

In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

(This page filed under Transmittal No. 751)

Issued: March 1, 1995

Effective: March 2, 1995

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

Page 2 of 5

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3, DS3C, and DS3G Service Arrangement Term Pricing Plan (TPP) (Cont'd)

(S)(Y)

(C) TPP Termination With Liability (Cont'd)

Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect, after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect, after the minimum period.

For purposes of calculating an ETP for DS3G Service Arrangement, the rate for the DS3G Service Arrangement only will be used. Individual DS3 channels activated in the arrangement will not be used in the calculation.

Notice of discontinuance must be given by the customer at least three months prior to actual discontinuance. Monthly charges will apply for a period of three months from the date Bell Atlantic receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

(S)(Y)

(S) Reissued material scheduled to become effective March 2, 1995.

(Y) Filed pursuant to the Commission's Order DA 94-369, released February 27, 1995.

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Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

Page 3 of 5

16. Packet Data Services (Cont'd)

16.3 Exchange Access Frame Relay Service

16.3.2 Rate Regulations (Cont'd)

(C) Termination Charges: Month-to-Month and TPPs

The minimum service period for XA-FRS is one month.

Term Pricing Plans are subject to early termination liability. For the 3-year TPP, the customer is liable for 100 percent of the monthly charges offset by 1/36th for each month in service. For the 5-year Term Pricing Plan, termination liability is the difference between the 3-year TPP monthly rate for 36 months and the actual number of months the plan has been in effect multiplied by the monthly rate for the 5-year TPP.

Termination liability does not apply when "portability" requirements are met. Portability is the replacement of a TPP service with another service for the balance of the plan period. Portability requirements are as follows:

- The replacement UNI Access Connection must be of the same type and speed, and must not already be in a XA-FRS TPP.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number (RPON).
- The quantities associated with the replacement are equal to or greater than the disconnected service(s).

Customers may at any time convert from an existing commitment period to a new term pricing plan of equal or greater length without termination liability.

If rates increase, during the plan period, the customer may discontinue service without termination liability.

(D) Nonrecurring Charges

A nonrecurring charge applies for each installation of certain XA-FRS rate elements. This charge also applies whenever the facility associated with the rate element is moved, changed or rearranged. The charge is not applicable when a customer converts from one term plan to another and there is no physical change in the service facility.

(N)
|
(N)

(This page filed under Transmittal No. 819)

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Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

Page 4 of 5

16. Packet Data Services (Cont'd)

(T)

16.4 Full Fiber Distributed Data Interface (Cont'd)

(N)

16.4.5 Rate Regulations (Cont'd)

When the customer's term period expires, prevailing rates apply.

A conversion of service to a new term plan of equal or greater length than the remainder of the existing plan does not incur nonrecurring charges for existing facilities.

Termination liability applies when a port, a node, or interoffice mileage is disconnected prior to the end of the selected commitment period. Liability is assessed as follows:

3-year Term: The customer is responsible for 100% of the monthly rates for the remainder of the period.

5-year Term: The customer is responsible for the difference between the monthly rates for 36 months at the 3-year term rates and the actual number of months the plan has been in effect multiplied by the 5-year monthly rates.

10-year Term: The customer is responsible for the difference between the monthly rates for 60 months at the 5-year term rates and the actual number of months the plan has been in effect multiplied by the 10-year rates.

Termination liability is waived if the network is converted to a term plan of equal or greater value in revenue than the remainder of the present plan.

(N)

(This page filed under Transmittal No. 703)

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Effective: November 22, 1994

Vice President
1310 North Court House Road, Arlington, Virginia 22201

A9. CENTRAL OFFICE SERVICES

Page 5 of 5

- 9.1.4 ESS OPTIONAL SERVICES (Cont'd)
- H. MISCELLANEOUS SERVICES (Cont'd)
- 8. Centrex Extend Service (Cont'd)
- d. Regulations (Cont'd)

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Termination Liability

The termination liability for system features shall be computed by multiplying the applicable monthly rate(s) by the number of months remaining in the contract period.

The termination liability for Interlocation Intercom will be applied as follows: The charge for fixed rate service shall be computed by multiplying the number of lines by 50% of the tariffed rate and then by the number of months remaining in the contract period. The number of lines shall be computed by determining the average number of lines in service for the six full billing cycles (six months) preceding the date of disconnect.

The charge for message rate service shall be computed by determining the average usage charge for the six full billing cycles (six months) prior to the date of disconnect multiplied by 50% and then multiplied by the number of months remaining in the contract.

e. Rate Schedule

Item	Nonrecurring Charge	Monthly Rate	USOC
<u>Dialing Plans</u>			
<u>Location Code</u>			
per Dialing Plan month-to-month	\$500.00	\$125.00	D6PLX
12-36 months	500.00	115.00	D6PLX
37-60 months	500.00	105.00	D6PLX
61-96 months	500.00	95.00	D6PLX
97-120 months	500.00	85.00	D6PLX
Additions or changes of Location Codes per location	50.00	NO	REAHG
Addition or changes to Dialing Plan Numbers			
Up to 9 Dialing Plan Numbers	50.00	NO	REAHK
Each additional, per number	1.00	NO	REAHL
<u>Portable Extension</u>			
per Dialing Plan month-to-month	500.00	175.00	D6PPX
12-36 months	500.00	162.00	D6PPX
37-60 months	500.00	150.00	D6PPX
61-96 months	500.00	137.00	D6PPX
97-120 months	500.00	125.00	D6PPX
Additions or changes of Dialing Plan Numbers			
Up to 9 Dialing Plan Numbers	50.00	NO	REAHH
Each additional, per number	1.00	NO	REAHJ

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ACCESS SERVICE

Attach. P(1)
P. 1 of 16

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(a) Switched Access and Directory Assistance

No credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited in increments of 24 hours at the rate of 1/30 of the monthly charge for the service for each period of 24 hours or major fraction thereof that the interruption continues. Each interruption in excess of twelve hours and up to 24 hours will result in a 24 hour credit being applied. For Switched Transport, the provisions as set forth in (b) following shall apply.

(b) Special Access, Switched Transport, or Public Data Network

No credit shall be allowed for an interruption of less than thirty (30) minutes except for High Capacity DS3 services with an Optical Interface option, IntelliLight™ services, and Program Audio and Video Service provided at daily rates. When service is interrupted for 30 minutes or more, credit is allowed for the portion of the service affected in 1/2 hourly multiples for each 1/2 hour period or major fraction thereof of interruption. Each interruption in excess of 15 minutes and up to 30 minutes will result in a 30 minute credit being applied. The amount of credit is the proportionate part of the monthly charge, based on 24 hour daily service.

(C)

When a Switched Access direct trunked facility experiences an interruption of service, a credit will be applied for the facility itself. When a customer who has both Direct Trunked and Tandem Access facilities experiences an interruption of service, the customer will receive a credit based on the traffic on the out-of-service facility that is diverted to the tandem and charged at tandem rates.

The MOU credit will be derived by assuming 9000 MOU per trunk per month. Therefore, the daily credit would be limited to 300 MOU per trunk.

(This page filed under Transmittal No. 655)

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Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

P2-f16

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(c) Special Federal Government Access Services and Specialized Service or Arrangements (T)
(T)

Service interruptions for Special Federal Government Access Services and Specialized Service or Arrangements provided under the provisions of Sections 10 and 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing. (M)

(2) Credit allowances for interruptions to Switched Access Service and Directory Assistance Service apply to (a) any applicable monthly rates and (b) the assumed minutes of use charge.

(3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) the monthly rate or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.

(4) For certain Special Access services (Wideband Data, WD1-3, Digital Data Access, DA1-4, High Capacity, HCl), and for Switched Transport, any period during which the error performance is below that specified for the service will be considered as an interruption. (M)

(5) For High Capacity DS3 Services which are provided with an optical interface and consequently limit the Telephone Company's ability to test and restore service, no credit shall be allowed for an interruption of less than 4 hours, or any interruption resulting from equipment furnished by the customer.

(6) For Lightwave Facilities, no credit shall be allowed for any interruption not reported by the customer; an interruption of less than 48 hours from the time of the customer's trouble report; or any interruption resulting from equipment furnished by the customer. (M)

Material now appearing on this page formerly appeared on Page 53.

(This page filed under Transmittal No. 628)

Issued: February 1, 1994

Effective: March 18, 1994

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

p.3 of 16

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(7) For certain Special Access services, a Special Access Service Guarantee credit allowance (SASG) will apply in the event of a service interruption of four or more consecutive hours. The SASG will apply to Voice Grade, WATS, Metallic, Telegraph, monthly Program Audio and Video, Wideband Data, Wideband Analog, Integrated Channel, Digital Data (DDS), and High Capacity (DS1 & DS3 services) Special Access services. (S) (Y)

Additionally, SASG applies to IntelliMux[™] ports when a customer, during normal hours (see 7.2.12(D), Scheduled Maintenance), is unable to reconfigure circuits for two or more hours. (N) (X)

The SASG can only be applied once per month on a per circuit or per port basis. For multi-point circuits, the SASG will apply to each leg of the circuit that experiences a service interruption. The SASG rate is applied to the customer's bill in addition to the existing monthly service rates, and in addition to any existing credit allowances as long as it does not exceed the monthly charge. The monthly charge will consist of all applicable rate elements charged to the circuit experiencing a service interruption. (C) (X)

(X) Filed under authority of Special Permission No. 94-237 of the Federal Communications Commission.

(Y) Reissued material scheduled to become effective March 18, 1994.

Material formerly appearing on this page now appears on Page 53.1.

(This page filed under Transmittal No. 636)

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Effective: March 18, 1994

Vice President
1310 North Court House Road, Arlington, Virginia 22201

ACCESS SERVICE

p. 4 of 16

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(10) For SNET Access Loop Termination (SALT) Special Access Service, the following Special Access Service Guarantee, SASG, credit allowance applies:

(N)

Any service outage of 4 hours or more due to a Company facility failure will result in a credit of 100% of the monthly rate for the applicable SALT rate elements affected. Only one such credit is allowed in a single month's billing period.

(N)

(This page filed under Transmittal No. 728)

Issued: December 22, 1994

Effective: February 5, 1995

Vice President
1310 North Court House Road, Arlington, Virginia 22201

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of November, 1986, by and between THE CITY OF GAITHERSBURG, MARYLAND, an incorporated municipality duly organized under the applicable laws of the State of Maryland and having its principal office located at 31 South Summit Avenue, Gaithersburg, Maryland, and TCCI HOLDING COMPANY, INC., a corporation having its principal place of business located at 435 North Michigan Avenue, Chicago, Illinois 60611 and MONTGOMERY CABLEVISION LIMITED PARTNERSHIP, a limited partnership having its principal place of business at 250 Hungerford Drive, Suite 200, Rockville, Maryland 20850 and whose general partner is Montgomery Cablevision Corporation, a corporation having its principal office located at 250 Hungerford Drive, Suite 200, Rockville, Maryland 20850.

WHEREAS, TCCI Holding Company, Inc. ("TCCI"), a wholly-owned subsidiary of Tribune Cable Communications, Inc. ("Tribune"), currently holds a franchise to provide cable television service within the City of Gaithersburg, Maryland ("City"); and

WHEREAS, TCCI desires approval from the City to terminate its existing franchise contingent upon the granting of a fifteen (15) year franchise to TCCI, which will be wholly owned by Montgomery Cablevision Limited Partnership ("MCLP"); and to

thirty (30) days of the date of written demand and shall accumulate interest at two points over prime rate (the rate established by the Maryland National Bank) for any period payment if not made within the thirty (30) day demand. This remedy shall be in addition to any other remedy provided by law, rule, regulation or this Agreement. Notwithstanding anything in the foregoing to the contrary, the City shall not impose any penalty upon the Franchisee where either the violation or failure to cure the same result from force majeure, labor dispute, declaration of war or other hostilities, act of God or any other reason beyond the control of the Franchisee.

11. Franchisee may grant a security lien or interest to its lender or lenders on any or all of the cable system and any other tangible or intangible assets. In the event that a lender takes any action to enforce such security lien or interest, including a foreclosure or other judicial sale, the City will not terminate the franchise.

12. Franchisee agrees that, for any interruption to existing subscriber service caused by Franchisee or its agents or contractors during the rebuild period exceeding more than a continuous 24-hour period, the subscriber shall receive a credit for the period for which such service was interrupted.

13. The City Manager or his designee shall have the responsibility to receive and investigate complaints from subscribers regarding the installation, service or adjustments and to undertake to resolve them directly with the Franchisee.

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF FAIRFAX, VIRGINIA

AND

MEDIA GENERAL CABLE OF
FAIRFAX COUNTY, INC.

complaint or request for repair received and the disposition thereof. Said log shall be available for inspection and copying by the City or the City's designated representative upon reasonable notice.

Section 10.4 - Maintenance and Repair Service

GRANTEE shall maintain a maintenance and repair service capable of responding to subscriber complaints or requests for repairs within twenty-four (24) hours after the receipt of the complaint or request.

Section 10.5 - Prohibition Against Conditioning Service

GRANTEE shall not condition cable communications service or the continuation thereof or usage of public access facilities, if any, under this AGREEMENT on a person's purchase of or failure to purchase services or equipment from a person that engages in the business or activity of selling, leasing, repairing, dismantling or installing television or radio receivers or master antenna distribution systems, or accessories for such receivers, television cameras, audio or video tape machines, video tapes, microphones, converters, modulators, or other equipment utilized by users or subscribers in the operation of any cable communications system.

Section 10.6 - Pro Rata Credit for Interrupted Service

In the event that service to subscribers is interrupted for more than twenty-four (24) hours, the GRANTEE shall provide the subscribers so affected with a pro rata credit or rebate of the subscriber's fees paid or payable.

CITY OF VIRGINIA BEACH
CABLE TELEVISION FRANCHISE ORDINANCE
FOR COX CABLE VIRGINIA BEACH, INC.

1 schedule service calls and answer Subscriber
2 Complaints or inquiries as required herein. The hours
3 of the customer service department shall, at a
4 minimum, be as set forth in Exhibit I.

5 D. Subscriber requests for maintenance or
6 repairs shall be performed whenever possible by the
7 end of the next day. In the alternative, Grantee will
8 offer Subscribers scheduled morning or afternoon
9 appointments, as available, within ten (10) days.

10 E. Service calls for maintenance or repair to
11 Grantee-installed equipment on a Subscriber's premises
12 shall be performed at no charge unless such
13 maintenance or repair is necessitated by the
14 negligence or actions of the Subscriber, his household
15 and guests.

16 F. If Grantee fails to correct a confirmed
17 service problem within twenty-four (24) hours of
18 notice to Grantee, the Subscriber shall be entitled
19 upon notification to Grantee of a credit of 1/30th of
20 the monthly charge to the Subscriber for each
21 twenty-four (24) hours during which a Subscriber is
22 without service.

23 9.04 Subscriber Service Information. Grantee shall
24 provide written subscriber service information to each
25 Subscriber during each calendar year. This information
26 shall include the following:

27 A. The procedure for investigation and

ORDINANCE NO. 27,592

AN ORDINANCE TO GRANT TO COX CABLE OF NORFOLK, INC. THE RIGHT AND PRIVILEGE TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM WITHIN THE CITY OF NORFOLK AND PRESCRIBING THE TERMS AND CONDITIONS AND RESTRICTIONS PERTAINING TO SUCH GRANT.

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1: - The right and privilege is hereby granted unto COX CABLE OF NORFOLK, INC., hereinafter called 'Grantee', to construct, operate and maintain a cable television system in, upon, along, across, above, over and under the public streets, right-of-ways, alleys, and other public places of the City of Norfolk, hereinafter called 'City', for the transmission and distribution of television signals, radio signals, or other lawful services by cable to subscribers for a fee, subject to the terms, conditions and provisions contained herein.

Section 2: - Short Title. This ordinance shall be known as the 'Norfolk Cable Television Ordinance'.

Section 3: - Definitions. For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, ~~and~~ words in the plural include the singular and words in the singular include the plural. The word 'shall' is always mandatory and not directory.

(a) 'Cable Television System' hereinafter referred to as 'CATV system' or 'system' shall be defined pursuant to regulations set forth by the Federal Communications Commission.

(b) 'City' shall mean the City of Norfolk, a municipal corporation of the State of Virginia, in its present incorporated form or in any other reorganized, consolidated or changed form.

(c) 'Council' shall mean the City Council of the City of Norfolk or any future body constituting the legislative body of the City.

(d) 'City Manager' shall mean the chief executive officer of the City of Norfolk who shall exercise the rights and privileges of the City.

(e) 'Grantee' shall mean the person, firm or corporation to whom or to which a franchise is granted by this ordinance, and the lawful successor or assignee of said person, firm or corporation.

FOR THE SIGNED: *Philip H. Clayton*
CITY ATTORNEY

CONTENTS APPROVED:

DIRECTOR
9

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin or sex. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or forms of compensation and selection of training.

Section 21:- Maintenance and Customer Service.

(a) The Grantee shall maintain and operate its system and render efficient service in accordance with such rules and regulations as are, or may be hereinafter promulgated by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments or installations, the Grantee shall do so at such time as will cause the least amount of inconvenience to its customers, unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its customers.

(b) The Grantee shall employ sufficient persons to provide prompt response to all inquiries and complaints by subscribers. Subscriber service complaints shall be satisfied within forty-eight (48) hours after receipt, except in the event of disaster or other emergency conditions. The Grantee shall maintain records, in a form to be approved by the City, of all service complaints and make such records available to the City within forty-eight (48) hours of the City's request for same. Such records shall include the name and address of the subscriber, the date and time at which the complaint was received, the nature of the complaint, the resolution of the complaint and the date and time of such resolution.

(c) In the event that a service complaint shall not have been resolved within five (5) working days following the Grantee's receipt of same, the Grantee shall file a notice of such complaint with the Chief of Consumer Protection of the City indicating the name and address of the complainant, the date and time which the complaint was received, the nature of the complaint and the reason for the failure to resolve the complaint.

(d) If the Grantee fails to remedy a loss of service attributable to the cable system within forty-eight (48) hours after a complaint, the Grantee shall be required to rebate one-thirtieth (1/30) of the regular monthly charge to each subscriber for each twenty-four (24) hours or fraction thereof following the first forty-eight (48) hours after a report of loss of service except to the extent that restoration of service is prevented by strike, injunction, or other cause beyond the Grantee's control.

FRANCHISE AGREEMENT
CITY OF PHILADELPHIA
FRANCHISE AREA I

address and telephone number of a person who will act as the Franchisee's agent to receive complaints regarding quality of service, equipment malfunctions and similar matters. The local office shall be open to receive inquiries or complaints from subscribers during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding legal holidays. The Franchisee shall provide the means to accept complaint calls twenty-four (24) hours a day, seven days a week. Any service complaints from subscribers shall be investigated and acted upon as soon as possible, but in no event more than three (3) business days after the Franchisee has received such complaint, or as otherwise agreed between the Franchisee and the subscriber. The Franchisee shall credit a subscriber's account for any service interruption which exceeds forty-eight (48) hours from the time the Franchisee is notified that the subscriber is without service; provided, however, that the Franchisee need not so credit any subscriber for such time that such service interruption continues as a result of (1) the subscriber's failure to afford the Franchisee necessary access to the subscriber's premises, unless the Franchisee contributes to such failure (for example, by failing to appear at a pre-arranged time), (2) equipment not provided by the Franchisee, its agents or employees, provided that the equipment provided by the Franchisee does not partially or wholly cause the interruption, or (3) equipment damaged as a result of subscriber misuse. A subscriber so entitled to credit shall receive a full day's credit for each day or part thereof for which such subscriber is without service, measured from the time the Franchisee is notified that the subscriber is without service. The Franchisee shall have no obligation to repair equipment (1) not provided by the Franchisee, its agents or employees, provided that the equipment provided by the