

ORDINANCE NO. 2001 - 01

AN ORDINANCE GRANTING A FRANCHISE TO MICKELSON MEDIA, INC. D/B/A/ ADELPHIA CABLE COMMUNICATIONS (THE GRANTEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE COUNTY OF NASSAU, FLORIDA (THE GRANTOR): SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; PROVIDING AN EFFECTIVE DATE.

PREAMBLE

The Grantor does ordain that it is in the public interest to permit the use of public rights-of-way and easements for the construction, maintenance, and operation of a Cable System under the terms of this Franchise, said public purpose being specifically the enhancement of communications within the territorial boundaries of the Grantor, the expansion of communications opportunities outside the territorial boundaries of the Grantor.

SECTION 1. STATEMENT OF INTENT AND PURPOSE

The Grantor intends, by the adoption of this Franchise, to continue the development and operation of a Cable System. This development can contribute significantly to the communications needs and desires of many individuals, associations and institutions.

SECTION 2. SHORT TITLE

This ordinance shall be known and cited as the Nassau County, FL Cable Franchise Ordinance. Within this document it shall also be referred to as "this Franchise" or "the Franchise."

SECTION 3. DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. 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. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. "Basic Service" means a group or groups of cable services distributed over the cable system consisting of any service tier which includes the retransmission of local television broadcast signals.
2. "Communications Act" or "Cable Act" means the Communications Act of 1934 (codified at 47 U.S.C. Sec. 151 et seq.) and any amendments thereto.

A CERTIFIED TRUE COPY

James J. Clerk by Bradley, Jr.
OFFICE, Clerk to the Board of County Comm.
Nassau County, Florida

3. "Cable System" or "System" means cable system as defined by the Cable Act at 47 U.S.C. 522(7).
4. "Cable Service" means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
5. "Channel" means a band of frequencies in the electromagnetic spectrum, or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a video signal, an audio signal, a voice signal, or a data signal.
6. "Council/Board" means the governing body of the Grantor.
7. "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
8. "Grantee" means Mickelson Media, Inc. d/b/a/ Adelphia Cable Communications, whose principal place of business is located at 1 North Main, Coudersport, Pennsylvania 16915-1141 and its lawful successors and assigns.
9. "Grantor" means Nassau County, Florida or, as appropriate in the case of specific provisions of this Franchise, any board, bureau, authority, agency, commission, department of, or any other entity of or acting on behalf of, the Grantor, or any officer, official, employee, or agent thereof, the designee of any of the foregoing, or any successor thereto.
10. "Gross Revenues" shall mean revenues from the operation of the cable system within the franchise area, received by Grantee from subscribers for the basic service tier of programming and for any optional tier of programming service, customer equipment and installation charges, disconnection and reconnection charges. Gross revenues shall not include that share of fees remitted to suppliers from programming services or revenues for programming services offered on a pay-per-channel or pay-per-program basis, deposits, refunds and credits made to subscribers, bad debt, revenue from subscribers designated by Grantee as payment of a franchise fee obligation, or any taxes imposed on the service furnished by Grantee herein which are imposed directly on the subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.
11. "Installation" means the act of connecting the system from the feeder cable to the subscriber terminal so that cable television service may be received by the subscriber.

12. "Material Breach" is any substantial or repeated failure to comply with the material requirements set forth in this Franchise Agreement.
13. "Premium Service" means the delivery over the system of per-channel or per-program signals to subscribers for a separate fee or charge.
14. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
15. "Public Property" means any real property, other than a street, owned by any governmental unit.
16. "Service" means any cable service, including any basic service, which is distributed over the cable system.
17. "Signal" means any transmission of radio frequency energy or of optical information.
18. "Street" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any public easement or right-of-way now or hereafter held by the Grantor which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a system.
19. "Subscriber" means any person or entity who lawfully subscribes to any cable service whether or not a fee is paid for such service.
20. "Two-Way System" means that the headend, trunk cables, distribution plant, amplifiers, and other technical components of the system have the capability to pass video audio, voice, and/or data signals in both directions simultaneously.

SECTION 4. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. The Grantor hereby grants to Grantee the non-exclusive right to construct, operate and maintain in, on, along, across, above, over and under the streets, alleys, lanes and public places of the Grantor, the poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable System throughout the entire territorial area of the Grantor to

provide cable service and other communications and information services.

2. Level Playing Field. The Grantor agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Grantor to any other entity to provide video or other services similar to those provided by Grantee pursuant to this agreement and over which the Grantor has regulatory authority shall cover the entire territorial area of the Grantor and shall not be on terms and conditions (including, without limitation, the universal service obligations and franchise fee obligations) more favorable or less burdensome to the Grantee of any such additional franchise than those which are set forth herein.

In any renewal of this franchise, the Grantor, should it seek to impose increased obligations upon Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increase obligations in the renewal, if they are more burdensome and/or less favorable than those contained in the additional franchise(s) or authorizations are reasonable under Section 626 of the Cable Act, taking into account the costs and burdens of meeting such non-comparable obligations.

3. Acceptance; Effective Date; Franchise Term.

1. Grantee shall file its acceptance with the Grantor by countersigning this Franchise which acceptance will acknowledge that Grantee agrees to be bound by and to comply with the provisions contained herein. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Ordinance. The Franchise shall continue in full force and effect for a period of fifteen (15) years from such effective date.
2. This franchise will be renewed automatically for two additional terms of five (5) years unless either party notifies the other in writing of its desire to terminate this agreement at least one year before the commencement of either five-year renewal term.

3. Area Covered. This Franchise is granted for the territorial boundary of the Grantor. In the event of annexation by the Grantor, Grantee shall use every reasonable effort in its best business judgment to provide service to the new territory so long as the new territory: 1) has a density of at least thirty (30) homes (excluding homes subscribing to direct satellite services) per linear strand mile of cable as measured from existing cable system plant; and 2) is not being served by a cable television system operator other than Grantee or its affiliates, an open video system or a satellite master antenna television system.
4. Police Powers. Grantee's rights are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all generally applicable laws and ordinances enacted by the Grantor pursuant to that power.
5. Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Mr. Walt Gossett
County Coordinator
P.O. Box 1010
Fernandina Beach, FL 32035

If to Grantee: Adelpia Communications Corporation
Attn: Legal Department
1 North Main Street
Coudersport, PA 16915

With a copy to: Adelpia
Attn: General Manager
1643 East State Road, #200, Suite 4
Yulee, FL 32041

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

SECTION 5.

SYSTEM DESIGN AND SERVICE CONNECTIONS

1. System Design.

1. Grantee shall upgrade its cable system to a capacity of 860 MHz, including digital capacity. The system shall be two-way capable and designed to support both analog and digital transmission. The upgrade shall be completed within two (2) years following the effective date of this Franchise. Notwithstanding the foregoing, the Grantee shall be excused from the timely performance of its obligation to begin and complete any system upgrade within the times specified herein, where such delay results from the failure or delay by the Grantor, the County, any other regulatory authority, any railroad or common carrier, any electric utility, or any telecommunications carrier or local exchange carrier to issue any permits, approvals, licenses, or permissions, or to perform required make ready work upon a timely request submitted by the Grantee or its contractor representative accompanied by the tender of any required permit fee. Grantee shall upon Grantor's request provide the Grantor a full description of the system proposed for construction and shall, upon request, make available for Grantor's review, maps of the system for the entire term system as upgraded.

2. Grantee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for any maintenance or upgrade of the system, in addition to any other requirements or procedures reasonably specified by the Grantor which are consistent with the franchise and are generally applicable to all entities involved in construction in the Grantor's rights of way.

3. Cable Service Connections.

1. Residential Connections: After cable service has been established by activating trunk and distribution cable for any area, Grantee shall provide cable service to any household requesting cable service within that area seven (7) days from the date of request, provided that the household is located within 150 feet of the existing system and the installation is standard.

2. Schools and Grantor Facilities:

(1) Cable Service: Grantee at its own expense and upon written request of the Grantor, agrees to provide and maintain one connection for basic cable service to each elementary and secondary public school,

library, and Grantor's administration facilities located within one hundred fifty (150) feet of Grantee's distribution plant and listed in Exhibit "A". Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by Grantee and such institution. Grantee shall not be required to bear the expense or cost of any installation beyond a 150-foot service drop. Any additional costs shall be borne by the requesting institution or location on a time and material basis.

4. Technical Standards. The system shall be designed, constructed and operated so as to meet those technical standards promulgated by the Federal Communications Commission relating to cable systems contained in subpart K of part 76 of the Federal Communications Commission's rules and regulations as may, from time to time, be amended.
5. Special Testing. The Grantee shall only be required to conduct such tests as required by the Federal Communications Commission. No other testing shall be required of Grantee. The Grantor shall be free to conduct its own testing as it deems is warranted, and at its own expense, but such testing shall have no bearing on Grantee's status as Grantee unless such test requirements are no longer preempted by the Federal Communications Commission.
6. Signal Quality. The system shall produce a picture that is consistent with Federal Communications Commission and NTSC standards.

SECTION 6. SERVICE PROVISIONS

1. Programming Decisions. All programming decisions shall be at the sole discretion of Grantee.
2. Emergency Alert System. Grantee will comply with the FCC's Emergency Alert System requirements throughout the term of this franchise.
3. Access Channel.
 1. The Grantee shall within sixty (60) days request by Grantor, make available for use by the Grantor, without charge, one-half (1/2) activated channel for non-commercial governmental and educational programming at Grantor's control. Grantee shall also make available for use by the Grantor, without charge, an additional one-half (1/2) activated channel, resulting in one (1) full activated channel, for non-commercial governmental and educational programming at Grantor's control. Said additional one-half (1/2) activated channel shall be

made available upon six (6) months notice by Grantor. Any PEG access channel required by this Franchise shall be provided as part of the basic cable service in accordance with the provisions regarding rates contained in the Cable Act and FCC Regulations for as long as such provisions of federal law are in effect.

2. The Grantee may use the access channel for any programming during those hours when the channel is not in use by the local educational authorities or local government.
3. No charges may be made for channel time or playback of locally produced live or prerecorded programming on the access channel.
4. Grantee may establish rules pertaining to the administration of the access channel.
5. The Grantor acknowledges, that, under FCC rules, certain external costs including the PEG Access costs described herein, are eligible for "pass through".
6. Grantee shall provide a grant to the Grantor to facilitate the purchase of equipment for the purpose of televising Board of County Commissioners meetings and any appointed Board meetings. Within sixty (60) days following the effective date of this Franchise, the Grantor may request and Grantee agrees to provide Grantor with the following support for PEG Access:

Capital Contribution: Grantee will pay the Grantor Eighteen Thousand Five Hundred Dollars (\$18,500.00) for facilities for PEG Access use. Grantee reserves its right to treat this contribution in accordance with FCC regulations.

7. At the end of each fiscal year commencing September 30, 2002, Grantor and Grantee shall calculate the amount of actual payment that should have been due based on customer count and the payments will be adjusted accordingly.

SECTION 7. CONSTRUCTION PROVISIONS

1. Construction Standards.

1. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended.

2. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state or local laws, codes and regulations.
 3. All of Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the Grantor may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.
 4. Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
 5. Grantor agrees not to use its designated governmental or educational access channels to provide commercial or revenue-generating services that may compete, directly or indirectly, with services provided by Grantee; provided, however, that Grantor may cablecast acknowledgments of funding sources and the underwriting of programming costs.
2. Construction Codes and Permits. Grantee shall obtain all required permits from the Grantor before commencing any work requiring a permit, including the opening or disturbance of any street, or public property or public easement within the community. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the system in the community.
 3. Repair of Streets and Property. Any and all streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be promptly repaired by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's construction.

4. Use of Existing Poles. Grantee shall not erect, for any reason, any pole on or along any street in an existing aerial utility system without the advance written approval of the Grantor, which approval shall not be unreasonably withheld. Grantee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.
5. Undergrounding of Cable. Cable plant shall be installed underground at Grantee's expense where all existing telephone and electrical utilities are already underground. Grantee shall place cable underground in newly platted areas in concert with both the telephone and electrical utilities, to the extent Grantee is notified of such placement. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone or electric utilities.
6. Reservation of Street Rights.
 1. Nothing in this Franchise shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 2. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
 3. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street or any other public improvement, thirty (30) days notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as determined by the Grantor, and such removal or replacement shall be at the expense of Grantee herein. Should, however, any utility company or other entity be reimbursed for relocation of its facilities as part of the same work that requires

Grantee to remove its facilities, Grantee shall be reimbursed upon the same terms and conditions as such utilities or other entities.

7. Nothing contained in this Franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.
8. Trimming of Trees. Grantee shall have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done, at the expense of Grantee, under the supervision and direction of the Grantor.
9. Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets of the Grantor, upon two (2) weeks notice by the Grantor to Grantee, Grantee shall move, at the expense of the person requesting the temporary removal, such of his facilities as may be required to facilitate such movements. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results in temporary service disruptions.

SECTION 8. OPERATION AND REPORTING PROVISIONS

1. Communications with Regulatory Agencies. Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of or relating to Grantee to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction with respect to any matters affecting the system authorized pursuant to this Franchise shall be available for Grantor inspection upon request. Copies of responses from the regulatory agencies to Grantee shall likewise be made available upon request.
2. Maps. Grantee shall maintain on file for the Grantor to review a current map or set of maps drawn to scale showing the location of system and all equipment installed or in place in streets and other public places.

SECTION 9. CONSUMER PROTECTION PROVISIONS

1. Customer Service Standards. Grantee will comply with the customer service standards promulgated by the FCC in accordance with Section 632 of the Cable Act for as long as such standards are in effect.
 1. Grantee shall maintain on file with the Grantor at all times a current schedule of all rates and charges.
 2. Not less than thirty (30) days prior to the effective date of any change in any regulated rate, fee, charge, Grantee shall provide written notice of the proposed change to the Grantor and to subscribers, as required by state and federal regulations.
2. Charges for Disconnection or Downgrading of Service. Grantee may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when a subscriber requests total disconnection from the system.
3. Subscriber Complaint Practices.
 1. Grantee shall maintain an office in Nassau County which shall be open during normal business hours five (5) days per week and shall maintain a publicly listed local or toll-free telephone number. Grantee shall maintain adequate telephone lines and personnel to respond in a timely manner to schedule service calls and answer subscriber complaints or inquiries. Upon request Grantee shall provide Grantor with copies of any and all written complaints and the manner in which the complaints are resolved.
 2. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Grantee shall follow all applicable federal and state regulations in responding to complaints by customers.
4. Parental Control Option. Grantee shall provide parental control devices, at reasonable cost, to subscribers who wish to be able to prevent certain channels of programming from the cable service entering the subscriber's home.

SECTION 10. FRANCHISE FEE PAYMENTS

1. Grantee shall pay to the Grantor a franchise fee equal to five percent (5%) of the Grantee's Gross Revenues, as herein defined.
2. Payments due the Grantor under this provision shall be computed semi-annually and shall be due and payable semi-

annually. Each payment shall be accompanied by a report showing the basis for the computation.

SECTION 11. INSURANCE, INDEMNIFICATION

1. Liability Insurance.

1. Grantee shall maintain, throughout the term of the Franchise, liability insurance or excess liability insurance insuring Grantee and fulfilling the indemnification outlined below in the minimum amounts of:

- (1) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) Person;
- (2) Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one accident;
- (3) Three Million Dollars (\$3,000,000.00) for all other types of liability.

2. At the time of acceptance, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall name Grantor as additional insured and provide that the Grantor should be notified thirty (30) days prior to any expiration or cancellation.

2. Indemnification.

1. Grantee will indemnify the Grantor and will pay all damages and penalties which the Grantor may legally be required to pay which result from any negligence by Grantee in the operation of the Cable System throughout the term of the Agreement. The Grantor shall give Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the Grantor shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If Grantor determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Grantor.

2. Grantee will not be required to indemnify the Grantor for the negligent acts of the Grantor or its officials, boards, commissions, agents or employees. Further, the Grantor will indemnify and hold Grantee harmless from

any claims or causes of action arising from any acts by Grantor involving Grantor's use of the access channels or the emergency alert system.

SECTION 12. VIOLATIONS AND REVOCATION

1. Franchise Violations: Whenever the Grantor believes that Grantee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to either correct the violation or, if the violation cannot be corrected within the thirty (30) day period, to have commenced and be diligently pursuing corrective action. Grantee may, within ten (10) business days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the Grantor shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.
 - (1) The Grantor shall hear Grantee's dispute at a regularly or specially scheduled meeting. Grantee shall have the right to subpoena and cross-examine witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.
 - (2) If after hearing the dispute the claim is upheld by the Grantor, Grantee shall have ten (10) business days from such a determination to remedy the violation or failure.
2. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation.
3. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law.
2. Franchise Revocation: In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor

reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in accordance with the following procedures and applicable federal law, in the event that:

1. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and Grantee's creditors or Trustee in Bankruptcy do not agree to fulfill and be bound by all requirements of this Franchise; or
2. Grantee violates a material provision of this Franchise after being notified of such violation and being given time to cure or refute the alleged violation.
3. Revocation Procedures. In the event that the Grantor determines that Grantee has violated any material provision of the Franchise, or any material applicable federal, state or local law, the Grantor may make a written demand on Grantee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Grantor shall determine whether or not such violation, breach, failure, refusal or neglect by Grantee is due to acts of God or other causes which result from circumstances beyond Grantee's control. Such determination shall not unreasonably be withheld.
 1. A public hearing shall be held and Grantee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall affirmatively recite the causes that need to be shown by the Grantor to support a revocation.
 2. If notice is given and, at Grantee's option, after a full public proceeding is held, the Grantor determines there is a violation, breach, failure, refusal or neglect by Grantee, the Grantor shall direct Grantee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as Grantor may direct.
 3. If after a public hearing it is determined that Grantee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties

or sanctions shall be imposed as a result thereof, provided Grantee has notified Grantor in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.

4. If, after notice is given and, at Grantee's option, a full public proceeding is held, the Grantor determines there was a violation, breach, failure, refusal or neglect, then the Grantor may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Grantor may fix, such period not to be less than thirty (30) days.
5. If the Grantor, after notice is given and, at Grantee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or any other remedy, legal or equitable. Grantee may continue to operate the system until all legal appeals procedures have been exhausted.
6. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law or regulation.

SECTION 13. FORECLOSURE, RECEIVERSHIP AND ABANDONMENT

1. Foreclosure. Upon the foreclosure or other judicial sale of the system, Grantee shall notify the Grantor of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place.
2. Receivership. The Grantor shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:
 1. Within one hundred and twenty (120) days after his election or appointment, such receiver or trustee shall have complied with all the material provisions of this Franchise and remedied all defaults thereunder; and,
 2. Such receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement,

duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

3. Abandonment. Grantee may not abandon any portion of the system thereof without having first given three (3) months written notice to the Grantor.

SECTION 14. REMOVAL, TRANSFER AND PURCHASE

1. Removal After Revocation.

1. Upon revocation of the Franchise, as provided for, the Grantee shall proceed to remove, at Grantee's expense, all or any portion of the System from all streets and public property within the Grantor. In so removing the System, Grantee shall be responsible for any repairs or damages caused by its removal and shall maintain insurance during the term of removal.
2. If Grantee has failed to commence removal of the system, or such part thereof as was designated within thirty (30) days after written notice of the Grantor's demand for removal is given, or if Grantee has failed to complete such removal within one (1) year after written notice of the Grantor's demand for removal is given, the Grantee may abandon such System to the Grantor.

2. Franchise Binding. This Franchise shall be binding on successors, assigns, and transferees.

SECTION 15. RIGHTS OF INDIVIDUALS PROTECTED

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against subscribers on the basis of race, color, religion, national origin, sex, or age. Grantee shall comply at all times with all other applicable federal, state and Grantor laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall comply with all privacy provisions of Section 631 of the Communications Act, 47 U.S.C. 543, as amended.

SECTION 16. MISCELLANEOUS PROVISIONS.

1. Compliance with Laws. Grantee and the Grantor shall conform to all state and federal laws and rules regarding cable television as they become effective, unless otherwise stated. Grantee shall also conform during the entire term of the

Franchise with all generally applicable the Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted pursuant to the Grantor's lawful police powers that do not materially impair or abrogate any of the Grantee's contractual rights under this Franchise and that are not preempted by state or federal law.

2. Compliance with Federal, State and Local Laws. If any term, condition or provision of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the Grantor.
3. Administration of Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's exercise of its police power, neither party may make any unilateral action which materially changes the explicit mutual promises in this contract.
4. Franchise Requirement. In accordance with applicable law, from and after the acceptance of the Franchise, the Grantor shall not allow and it shall be unlawful for any person to construct, install or maintain within any street in the Grantor, or within any other public property of the Grantor, or within any privately owned area within the Grantor which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the Grantor, or the Grantor's official map or the Grantor's major thoroughfare plan, any equipment or facilities for distributing any television signals or radio signals through a system, unless a Franchise authorizing such use of such street or property or areas has first been obtained.
5. Emergency Use. In the case of any emergency or disaster, Grantee shall, upon request of the Grantor, make available its system and related facilities to the Grantor for emergency use during the emergency or disaster period.
6. Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed

to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Grantor hereby acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitution laws.

7. Force Majeure. With respect to any provision of this Franchise Ordinance, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon Grantee, such violation or noncompliance will be excused where such violation or noncompliance is the result of the inability to secure materials, an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's reasonable control or not reasonably foreseeable.
8. Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.
9. Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.


SECTION 17. PUBLICATION

This Franchise shall be signed by the Chairman of the Board of County Commissioners of Nassau County, Florida and attested by the Ex-Officio Clerk to the Board of County Commissioners of Nassau County, Florida. The Franchise shall be published in accordance with the requirements of Grantor and state law and shall take effect upon acceptance by Grantee as set forth in Section 4 thereof.


Passed and adopted this 22nd day of January, 2001.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

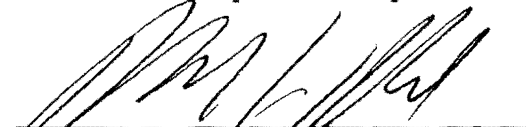


J. M. "CHYP" OXLEY, JR.
Its: Ex-Officio Clerk



MARIANNE MARSHALL
Its: Chairman

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

Accepted by Mickelson Media, Inc. , d/b/a Adelphia Cable Communications

By: 

Its: Executive Vice President

Date: 3/20/01

EXHIBIT A

List of elementary and secondary public school, library, and Grantor's administration facilities to receive one free cable drop and free basic cable service

EXHIBIT A

Facilities to receive one free cable drop and free basic cable service:

Elementary and Secondary Schools:

Yulee Primary School – 964 Goodbread Drive, Yulee

Yulee Elementary School – 389 Felmor Road, Yulee

Yulee Middle School – 569 U.S.Highway 17 North, Yulee

Nassau Academy – 479 Felmor Road, Yulee

Proposed Yulee Middle School – Miner Road, Yulee

Libraries:

Joint County Library in conjunction with FCCJ @

Betty P. Cook Nassau Center

760 William Burgess Blvd.

Yulee, FL 32097

New County Library when opened – location to be determined

County Facilities:

Temporary Courthouse – 191 Nassau Place, Yulee

Public Works – 213 Nassau Place, Yulee

All new offices located in County Complex on William Burgess Blvd., Yulee