# MACON - BIBB COUNTY COMMISSION

## MEETING SCHEDULE

**TUESDAY, JANUARY 13, 2015**

9:00 A.M.

Large Conference Room

<table>
<thead>
<tr>
<th>Meeting Time</th>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 a.m.</td>
<td>Operations and Finance Committee</td>
<td>Commissioner Bechtel - Chairman</td>
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<tr>
<td></td>
<td></td>
<td>Commissioner Lucas – Vice Chairman</td>
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<td></td>
<td></td>
<td>Commissioner Schlesinger</td>
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<td>Commissioner Shepherd</td>
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<td></td>
<td>Commissioner Watkins</td>
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<td></td>
<td>Economic &amp; Community Development Committee</td>
<td>Commissioner Schlesinger - Chairman</td>
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<td></td>
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<td>Commissioner Tillman – Vice Chairman</td>
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<td>Commissioner DeFore</td>
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<td>Commissioner Lucas</td>
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<td></td>
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<td>Commissioner Watkins</td>
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<td></td>
<td>Public Safety Committee</td>
<td>Commissioner Shepherd – Chairman</td>
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<td></td>
<td></td>
<td>Commissioner Watkins – Vice Chairman</td>
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<td>Commissioner Lucas</td>
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<td>Commissioner Jones</td>
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<td>Commissioner Schlesinger</td>
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<tr>
<td></td>
<td>Facilities and Engineering Committee</td>
<td>Commissioner Tillman – Chairman</td>
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<td>Commissioner Jones</td>
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<td>Commissioner DeFore</td>
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<td>Commissioner Bechtel</td>
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<td></td>
<td>Commissioner Shepherd</td>
</tr>
<tr>
<td>1:00 p.m.</td>
<td>Work Session – Retiree Benefits</td>
<td>All Commissioners</td>
</tr>
</tbody>
</table>

Note: Depending on the amount of time required for each meeting, the times are tentative. Meetings may start sooner or later than time indicated above.
Tuesday, January 13, 2015
OPERATIONS AND FINANCE COMMITTEE

Commissioner Gary Bechtel - Chairman
Commissioner Elaine Lucas - Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger
Staff Contact: Charles Coney

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From the December 23, 2014 Meeting
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments
12-23-2014.pdf (378 KB)

2. REQUEST FOR PROPOSALS

Subject: A. A Resolution To Request That Macon-Bibb County Issue a Request For Proposals (RFP) For Community Intervention Workers To Provide Crisis Response And Assist With Proactive Peacekeeping Regarding Gang Reduction And Youth Development.
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 2. REQUEST FOR PROPOSALS
Access: Public
Type: Action

File Attachments

3. FINANCIAL UPDATES

Subject: A. 2014 Audit
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. FINANCIAL UPDATES
Subject: B. Mid Year Budget Review
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. FINANCIAL UPDATES
Access: Public
Type: Information

Subject: C. Capital Improvement Program
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 3. FINANCIAL UPDATES
Access: Public
Type: Information

4. AGREEMENTS TO BE EXECUTED

Subject: A. A Resolution To Authorize The Mayor To Execute A Continuation Of Services Agreement Between Macon-Bibb County and AT&T To Provide Digital Network Services For A Period Of 24 Months At The Existing Rate
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments:

Subject: B. A Resolution To Authorize The Mayor To Execute An Intergovernmental Agreement Between Macon-Bibb County And Office Of The Georgia Secretary of State To Provide Fiber-Optic Connectivity To The Local Secretary Of State Office
Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments:
1-13-2015 - Res Agrmt with Secretary of State for Fiber-Optic.pdf (1,499 KB)
Subject: C. A Resolution To Authorize The Mayor To Execute A Pole Attachment License Agreement Between Macon-Bibb County and Southern Rivers Energy For The Purposes Of Attaching Fiber-Optic Lines To Electrical Power Poles For Internet And Telecommunications Connectivity At The Animal Welfare Center

Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments

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Subject: D. A Resolution Authorizing The Mayor To Execute An Agreement Of Extension For An Additional Period Of One Year With The Corporation Of Mercer University, A Non-Profit Organization, For The Lease Of Property Located at 651 Mulberry Street (The Grand Opera House”)

Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments

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Subject: E. A Resolution Authorizing The Mayor To Execute An Agreement With Bob Lewis And Associates, Inc. For The Lease Of Office Space At 682 Cherry Street In The Amount Of $1,450.00 Per Month For A Period Of Two (2) Years;

Meeting: Jan 13, 2015 - OPERATIONS AND FINANCE COMMITTEE
Category: 4. AGREEMENTS TO BE EXECUTED
Access: Public
Type: Action

File Attachments
1-13-2015 - Res Aqrnt Bob Lewis lease 682 Cherry $1450.00.pdf (1,103 KB)

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5. GRANT REQUESTS AND AWARDS
6. SUPPLEMENTAL BUDGET REQUESTS
7. TRANSFER OF FUNDS
OPERATIONS AND FINANCE COMMITTEE

MINUTES

December 23, 2014

The Operations and Finance Committee was called to order at 9:00 a.m. by Committee Chairman Gary Bechtel.

COMMITTEE MEMBERS PRESENT:
Commissioner Gary Bechtel – Chairman
Commissioner Elaine Lucas – Vice Chairman
Commissioner Virgil Watkins
Commissioner Scotty Shepherd
Commissioner Larry Schlesinger

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Mayor Pro Tem Bert Bivins
Commissioner Ed DeFore
Dale Walker, County Manager
Judd Drake, County Attorney
Crystal Jones, Sr. Assistant County Attorney
Reginald McIendond, Asst. County Attorney
Opie Bowen, Asst. County Attorney
Charles Coney, Assistant County Manager
Steve Layson, Assistant County Manager
Nyesha Daley, Director of Procurement
Sheila Thurmond, Clerk of the Commission
Janice Ross, Training and Events Coordinator
Jean Howard, Asst. Clerk of the Commission
Chris Flore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Sherita Jones, Budget and Strategic Planning
Tom Buttram, Director of Business Services

COMMISSIONERS ABSENT:
Commissioner Al Tillman

VISITORS/GUESTS:
Brittney Childs, Industrial Authority
Adah Roberts
Mike Cranford, Ft. Hawkins Commission
Rick Jones, Macon-Bibb County Transit Authority
Cliffard Whitby, Industrial Authority
Vilolet Poe, Macon –Bibb County Transit Authority

NEWS MEDIA
Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 56

1. Approval of minutes from the December 9, 2014 meeting

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Lucas, Bechtel and Watkins voting in the affirmative, the minutes of December 9, 2014 were approved as written.

2. Appropriation For Fort Hawkins

Mike Cranford, Chairman of the Ft. Hawkins Commission, presented the need for appropriations for Ft. Hawkins. Mr. Cranford stated that the Fort is only open on the weekends and for special events. Although they have worked diligently they have not been able to raise the funds to pay the Director for the remainder of the year. The Community Foundation offers the Fort Hawkins Commission a
grant every year and with the development of the 501(c)(3) designation Mr. Cranford believes that raising funds will become easier and they will not need to come back to the Commission for additional funding.

Commissioner Lucas stated that allocating funds to the Fort Hawkins Commission sets an interesting precedent and she would like to see an additional $1,000 added for the Martin Luther King, Jr. Commission. These funds will be used for printing and banners for the events planned in January.

**ACTION**

On motion of Commissioner Lucas, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Bechtel, Shepherd and Watkins voting in the affirmative, the resolution was amended to appropriate $1,000 to the Martin Luther King, Jr., Commission was approved.

**ACTION**

On motion of Commissioner Watkins, seconded by Commissioner Schlesinger and carried unanimously with Commissioners Bechtel, Shepherd and Lucas voting in the affirmative, the Ordinance to appropriate $6,000 to the Fort Hawkins Commission and $1,000 to the Martin Luther King, Jr., Commission was approved.

3. Agreements To Be Executed

   A. Northeast Concrete for the Paving of Liberty Church Road, Sofkee Road and Installation of Sidewalks Near Graham Road.

**ACTION**

On motion of Commissioner Schlesinger, seconded by Commissioner Lucas and carried unanimously with Commissioners Bechtel, Shepherd and Watkins voting in the affirmative, the resolution authorizing the Mayor to execute an agreement in the amount of Seventy-Nine Thousand Nine Hundred Twenty Three Dollars and Fifty Cents ($79,923.50) with Northeast Concrete For the Paving of Liberty Church Road, the paving of Sofkee Road and for the installation of sidewalks near Graham Road was approved.

B. Project Change Request for Mainline Information Systems, Inc.

**ACTION**

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the resolution authorizing the Mayor to execute a Project Change Request between Macon-Bibb County and Mainline Information Systems, Inc. for Ninety Nine Thousand Dollars and no/100 ($99,000) for additional consulting and support services to the Information Technology Department to be paid from the departmental budget was approved.

4. Amending County Code
ATTACHMENT 1.A

Commissioner Bechtel addressed the ordinance change that he asked to be made. The change in the Ordinance will bring the County in-line with State Law. Presently there is a grocery store that moved into a building where a previous grocery store had been located. The new store would like a license to sell beer and wine but because of the county code has not been able to obtain a license. By amending the code, to be in compliance with State Codes, the owner will be able to obtain his license.

ACTION

On motion of Commissioner Lucas, seconded by Commissioner Shepherd and carried unanimously with Commissioners Schlesinger, Bechtel and Watkins voting in the affirmative, the ordinance amending Chapter 4 Alcoholic Beverages of the County code to make the distance requirements for the sale of wine and male beverages near churches consistent with State Law was approved.

5. Retirements

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Watkins and carried unanimously with Commissioners Lucas, Bechtel and Shepherd voting in the affirmative, the following retirements were approved:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Department</th>
<th>Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cal Hart</td>
<td>Law Enforcement</td>
<td>36 years, 2 months</td>
</tr>
<tr>
<td>Elizabeth Jordan</td>
<td>General</td>
<td>30 years, 11 months</td>
</tr>
<tr>
<td>Ronnie Lord</td>
<td>General</td>
<td>12 years, 11 months</td>
</tr>
<tr>
<td>Jane Reeves</td>
<td>Magistrate Court</td>
<td>25 years, 11 months</td>
</tr>
<tr>
<td>Charles Sanfarrare</td>
<td>Law Enforcement</td>
<td>20 years, 8 months</td>
</tr>
<tr>
<td>William Simpson</td>
<td>Information Technology</td>
<td>39 years, 5 months</td>
</tr>
<tr>
<td>Franklin Thomas</td>
<td>Law Enforcement</td>
<td>26 years, 5 months</td>
</tr>
<tr>
<td>John Daniel Thompson</td>
<td>Sheriff’s Office</td>
<td>13 years, 7 months</td>
</tr>
<tr>
<td>Shelia Thurmond</td>
<td>Clerk’s Office</td>
<td>32 years, 5 months</td>
</tr>
<tr>
<td>Belegica Wall</td>
<td>Human Resources</td>
<td>11 years, 11 months</td>
</tr>
</tbody>
</table>

6. Grant Requests and Awards

ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Bechtel, Watkins and Lucas voting in the affirmative, the resolution to authorize the acceptance of the Hazard Mitigation Assistance Grant Award in the amount of $24,000 with a federal share of $18,000 and local (in kind) match of $6,000 from the Federal Emergency Management Agency was approved.
ACTION

On motion of Commissioner Schlesinger, seconded by Commissioner Shepherd and carried unanimously with Commissioners Watkins, Bechtel and Lucas voting in the affirmative, the resolution authorizing the acceptance of the State of Georgia accountability courts funding supplemental grant award in the amount of $18,811 with a state share of $16,930 and local (in kind) match of $1,881 from the Criminal Justice Coordinating Council was approved.

7. Supplemental Budget Request – N/A

8. Transfer of Funds - NA

There being no further business, the meeting was adjourned.

Prepared By:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard, CMC
Interim Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REQUEST THAT MACON-BIBB COUNTY ISSUE A REQUEST FOR PROPOSALS (RFP) FOR COMMUNITY INTERVENTION WORKERS TO PROVIDE CRISIS RESPONSE AND ASSIST WITH PROACTIVE PEACEKEEPING REGARDING GANG REDUCTION AND YOUTH DEVELOPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County has experienced violence related to gang-related activity among individuals in the range of 18 to 24 years of age; and

WHEREAS, gang members and innocent bystanders have been victims of violence and gun related activity; and

WHEREAS, Macon-Bibb County seeks to significantly reduce and have a positive impact on the community by establishing services that intervene and respond to incidents of gang violence, as well as proactively provide peacekeeping services in conjunction with established community service providers; and

WHEREAS, other communities have successfully implemented gang reduction and intervention with the use of Community Intervention Workers; and

WHEREAS, establishing Community Intervention Workers would help in providing violence interruption and crisis response activities which would include responding to specific gang related confrontations, working to mediate and diffuse conflict tensions and actively promote peace-building; and

WHEREAS, Community Intervention Workers, as members of an intervention team, would serve as first responders for gang-related incidents within Macon-Bibb County; and

WHEREAS, Community Intervention Workers would receive and respond to notifications and communications with law enforcement, the Mayor’s Office and other relevant community entities in providing critical response to calls regarding gang-violence confrontations such as shootings, aggravated assaults, homicides, and other violent incidents within approximately fifteen (15) minutes after receiving a notification from the Sheriff’s Office, Mayor’s Office or the community; and

WHEREAS, Community Intervention Workers would also provide support services to victim’s families and friends by directing them to resources which provide counseling, employment assistance, relocation services, etc., after initial contact with victim’s families and friends at the scene of the incident, hospital or at a time and location chosen by the victim’s family and friends; and

S:\Law\RES MACON-BIBB2015 Watkins requesting RFP for Community Intervention Workers
WHEREAS, Community Intervention Workers will also participate in activities and initiatives focused on reducing gang violence countywide and improving community collaborations to support reintegration of clients, engage with active gang members, gang leaders and ex-offenders to achieve a non-violent community, as well as engage in targeted street outreach designed to contact individuals actively involved in gang activities; and

WHEREAS, the Macon-Bibb County Commission also recognizes resolving this issue will require community involvement and effort, the Commission shall host a series of forums and training sessions to address issues affecting individuals in the target range of eighteen (18) to twenty-five (25) years of age to discuss subject matters including, but not limited to: night life safety, drinking responsibly, community violence, law enforcement interaction and crisis response; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Macon-Bibb County should, as soon as is practically possible, issue a Request for Professional Services for Community Intervention Workers to assist with gang reduction and youth development, and host a series of forums and training sessions for the public.

SO RESOLVED this ______ day of __________________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST:
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTINUATION OF SERVICES AGREEMENT BETWEEN MACON-BIBB COUNTY AND AT&T GEORGIA TO PROVIDE DIGITAL NETWORK SERVICES FOR A PERIOD OF 24 MONTHS AT THE EXISTING RATE; AND FOR OTHER PURPOSES.

WHEREAS, the former City of Macon and the Bibb County officially formed a consolidated government on January 1, 2014; and

WHEREAS, the former Bibb County entered into a service agreement with AT&T Georgia in July, 2012; and

WHEREAS, the former City of Macon entered into a service agreement with AT&T Georgia in February, 2012; and

WHEREAS, both agreements were for voice and data network services; and

WHEREAS, the term of the renewal agreement is 24 months; and

WHEREAS, the renewal rate for services is the same as the existing pricing structure; and

WHEREAS, this renewal agreement represents a continuation of services.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with AT&T Georgia to provide digital network services for a period of 24 months at the existing rate in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this _____ day of ______________________, 2015.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________
JEAN HOWARD, INTERIM CLERK OF COMMISSION

(SEAL)
**BELLSOUTH® PRIMARY RATE ISDN SERVICE**
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN

<table>
<thead>
<tr>
<th>Customer</th>
<th>AT&amp;T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macon Bibb County Government</td>
<td>AT&amp;T ILEC Service-Providing Affiliate</td>
</tr>
<tr>
<td>Street Address: 617 Mulberry St</td>
<td></td>
</tr>
<tr>
<td>City: Macon</td>
<td>Country: USA</td>
</tr>
<tr>
<td>Zip Code: 31201</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Contact (for Notices)</th>
<th>AT&amp;T Contact (for Notices)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Stephen Masteller</td>
<td>Name: Earlean Brown</td>
</tr>
<tr>
<td>Title: IT Director</td>
<td>Street Address: 2180 Lenox Park Blvd</td>
</tr>
<tr>
<td>Street Address: 200 Cherry St</td>
<td>City: Atlanta</td>
</tr>
<tr>
<td>City: Macon</td>
<td>State/Province: GA</td>
</tr>
<tr>
<td>State/Province: GA</td>
<td>Zip Code: 30319</td>
</tr>
<tr>
<td>Zip Code: 31201</td>
<td>Country: USA</td>
</tr>
<tr>
<td>Country: USA</td>
<td>Telephone: 4048296536</td>
</tr>
<tr>
<td>Telephone: 4787517245</td>
<td>Fax: 5126465581</td>
</tr>
<tr>
<td>Fax:</td>
<td>Email: <a href="mailto:etb2004@att.com">etb2004@att.com</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:smasteller@macombibb.us">smasteller@macombibb.us</a></td>
<td>Sales/Branch Manager: Frank Powers</td>
</tr>
<tr>
<td>Customer Account Number or Master Account Number:</td>
<td>SCVP Name: Jeanie Gustafson</td>
</tr>
</tbody>
</table>

**AT&T Solution Provider or Representative Information (if applicable):**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Company Name:</th>
</tr>
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<tbody>
<tr>
<td>Agent Street Address:</td>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td>Agent Code:</td>
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</tbody>
</table>

This BellSouth® Primary Rate ISDN Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidesbooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

<table>
<thead>
<tr>
<th>Customer (by its authorized representative)</th>
<th>AT&amp;T (by its authorized representative)</th>
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</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Printed or Typed Name:</td>
<td>Printed or Typed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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</tbody>
</table>
## Pricing Schedule and General Terms

### 1. SERVICE, SERVICE PROVIDER AND SERVICE PUBLICATION

<table>
<thead>
<tr>
<th>Service Provider (Check one option only)</th>
<th>Service Publication (incorporated by reference)</th>
<th>Service Publication Link</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ AT&amp;T Alabama</td>
<td>AT&amp;T Alabama Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdf/al/product_line.htm">http://cpr.att.com/pdf/al/product_line.htm</a></td>
</tr>
<tr>
<td>✗ AT&amp;T Georgia</td>
<td>AT&amp;T Georgia Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdf/ga/product_line.htm">http://cpr.att.com/pdf/ga/product_line.htm</a></td>
</tr>
<tr>
<td>☐ AT&amp;T Kentucky</td>
<td>AT&amp;T Kentucky Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdf/ky/product_line.htm">http://cpr.att.com/pdf/ky/product_line.htm</a></td>
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<td>☐ AT&amp;T Louisiana</td>
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<td>☐ AT&amp;T Mississippi</td>
<td>AT&amp;T Mississippi Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdf/ms/product_line.htm">http://cpr.att.com/pdf/ms/product_line.htm</a></td>
</tr>
<tr>
<td>☐ AT&amp;T South Carolina</td>
<td>AT&amp;T South Carolina Service Publications, including General Exchange Price List, Section A42.3</td>
<td><a href="http://cpr.att.com/pdf/sa/product_line.htm">http://cpr.att.com/pdf/sa/product_line.htm</a></td>
</tr>
<tr>
<td>☐ AT&amp;T Tennessee</td>
<td>AT&amp;T Tennessee Service Publications, including General Exchange Price List, Section A42.3</td>
<td><a href="http://cpr.att.com/pdf/tn/product_line.htm">http://cpr.att.com/pdf/tn/product_line.htm</a></td>
</tr>
</tbody>
</table>

### 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

<table>
<thead>
<tr>
<th>Pricing Schedule Term</th>
<th>24 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Schedule Term Start Date</td>
<td>When only New Service is included in this Agreement: at Cutover of the first Service Component. Existing Services are included: on the Effective Date. (This applies even when new Service Components are added.)</td>
</tr>
<tr>
<td>Effective Date of the Rates and Discounts</td>
<td>Pricing Schedule Term Start Date</td>
</tr>
<tr>
<td>Expiration Date of the Rates and Discounts</td>
<td>Upon termination or expiration of the Pricing Schedule Term</td>
</tr>
<tr>
<td>Rates Following Expiration or Termination of Pricing Schedule Term</td>
<td>Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term</td>
</tr>
</tbody>
</table>
3. MINIMUM PAYMENT PERIOD

<table>
<thead>
<tr>
<th>Service Components</th>
<th>Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges</th>
<th>Minimum Payment Period per Service Component</th>
</tr>
</thead>
<tbody>
<tr>
<td>All (except DID numbers)</td>
<td>50%</td>
<td>Until end of Pricing Schedule Term</td>
</tr>
</tbody>
</table>

4. CUSTOMER'S CURRENT ORDER

4.1 Order

Order: (Select one)
- □ New Install(s) Only (All Service Components under this Pricing Schedule are new installs)
- ☒ Existing Service Included (Some or all Service Components under this Pricing Schedule already installed)
- ☐ Requested Installation Date(s)* for new Service Components, if applicable:
- ☐ If applicable, this Pricing Schedule supersedes and replaces its entirety that certain agreement dated , entitled

*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.

4.2 Service Components, Quantities and Rates

<table>
<thead>
<tr>
<th>Service Component (USOC)</th>
<th>Quantity</th>
<th>Unit Monthly Recurring Charge (MRC)</th>
<th>Total Monthly Recurring Charge (MRC X Quantity)</th>
<th>Non-recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISDN PRI Interface(s) (PR71V)</td>
<td>5</td>
<td>$255.00</td>
<td>$1,275.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Access Line(s) (1LD1E)</td>
<td>5</td>
<td>$110.00</td>
<td>$550.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>B-Channels (PR7BV)</td>
<td>115*</td>
<td>$8.00</td>
<td>$920.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>ISDN PRI Calling Name Delivery Feature(s) (&quot;Calling Name ID&quot;) (PR7CN)</td>
<td>5</td>
<td>$10.00</td>
<td>$50.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Numbers (DID Numbers) (PR7TF) (North Carolina PRT7G)</td>
<td>1654</td>
<td>$0.10</td>
<td>$165.40</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interoffice Channel(s) (if applicable) -- total number of miles (based on airline miles attributed to each access line) (1LN1B)</td>
<td>0</td>
<td>Select one</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interoffice Channel(s) (if applicable) -- total number of channels (based on one per access line) (1LN1A)</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Charges for PRI Interface(s), Access Line, B-Channel(s), PRI Calling Name Delivery Feature(s), DID Telephone Numbers, and Interoffice Channel(s):</td>
<td></td>
<td></td>
<td>$2,960.40</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*Minimum (Select) B-Channels (PR7BV), per PRI Interface
in the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.

4.3 Subsequent DID Numbers, B-Channels, Calling Name ID. Customer and AT&T may agree to add DID Numbers, B-Channels and/or Calling Name ID Services under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.
BELL SOUTH® PRIMARY RATE ISDN SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN

4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

<table>
<thead>
<tr>
<th>Site</th>
<th>Quantity of Circuits per Site</th>
<th>Service Site – Street address</th>
<th>City (In same state as Service Provider in Section 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>617 Mulberry St</td>
<td>Macon</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>658 Oglethorpe</td>
<td>Macon</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>8</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>9</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
<tr>
<td>10</td>
<td>0</td>
<td>[N/A or Enter Service Location address]</td>
<td>[N/A or Enter City]</td>
</tr>
</tbody>
</table>

(If additional locations apply, please attach on a separate page. BTNIs and CLLIs may be attached separately instead of addresses.)

5. ADDS

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 6 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

6. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intralATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.
7. GENERAL TERMS

a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:
   (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
   (ii) a term equal to or greater than the remainder of the Pricing Schedule Term, and (b) the Service Components, Quantities and Rates for replacement agreement are equal to or greater than the Service Components, Quantities and Rates in this Pricing Schedule.

b. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively “Service Publications”) at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

c. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.

d. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

e. Safe Environment: Customer will ensure that the location where AT&T Installs, maintains or provides Services (“Site”) is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service (“Service Component”) or suspend performance.

f. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site (“AT&T Equipment”). Title to AT&T Equipment remains with AT&T. Customer must provide electrical power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.

g. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are standardized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.

h. Taxes: Taxes are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, custom clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

i. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer (“Cutover”). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 8 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or discounted payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment (“MARC”) and Customer must continue using MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

j. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

k. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter,
if Customer terminates a Service Component for Customer’s convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 60% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days’ notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. “Materially adverse impacts” do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or charges to recovery fees, surcharges or taxes.

I. Early Termination:

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

1. the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
2. the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
3. the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
4. activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service.

m. Limitations of Liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER’S OR OTHERS’ APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) Those disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. Those disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

n. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer’s or a User’s content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T’s adherence to Customer’s written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-
infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

o. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPULSORY ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

p. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will not in such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

8. NOTICE OF WITHDRAWAL

<table>
<thead>
<tr>
<th>Service and Service Component Withdrawals during Service Agreement Term</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service</td>
<td>12 months</td>
</tr>
<tr>
<td>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service Component</td>
<td>120 days</td>
</tr>
</tbody>
</table>

For AT&T internal use only

| Billing Telephone Number for Existing Service, if applicable: |  |
| SDA Code | B1GE22 |
| ECATS/AT&T Contract ID No.: |  |

BE_PRL_SDA_24_38_agmt_se
ETF Waiver

AT&T and Customer Confidential Information
Page 7 of 7

SDA ILEC
v.10/24/14
This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between AT&T Georgia, ("Company") and Macon Bibb County Government ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges
are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
AT&T Georgia
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber
Macon Bibb County Government
700 Poplar Street
Macon, GA 31201-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to “BellSouth General Subscriber Services Tariff”, “BellSouth tariffs”, “BellSouth’s lawfully filed tariffs”, or any other reference to BellSouth’s tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and
conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.
Contract Service Arrangement Agreement

Offer Expiration: This offer shall expire on: 12/30/2014.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:
This Contract Service Arrangement (CSA) Agreement provides rates and charges for BellSouth® Centrex service for multiple systems. Each system will terminate coterminous with the expiration date of this contract regardless of the installation date of the individual systems.

This Agreement is for a service period of twelve (12) months.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Macon Bibb County Government

By: __________________________
Authorized Signature

Printed Name: __________________________

Title: __________________________

Date: __________________________

Company:
AT&T Georgia

By: __________________________
Authorized Signature

Printed Name: __________________________

Title: __________________________

Date: __________________________
### RATES AND CHARGES

<table>
<thead>
<tr>
<th>Rate Elements</th>
<th>Non-Recurring</th>
<th>Monthly Rate</th>
<th>USOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BellSouth® Centrex service, Payment</td>
<td>$750.00</td>
<td>$650.00</td>
<td>M1ACC</td>
</tr>
<tr>
<td>Plan 5, Common equipment customized by the Company at the subscriber's request, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 BellSouth® Centrex service, Standard</td>
<td>$19.50</td>
<td>$3.95</td>
<td>CENAA</td>
</tr>
<tr>
<td>Features, per station line, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 BellSouth® Centrex service, Payment</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M4LFA</td>
</tr>
<tr>
<td>Plan 5, Station Links, Flat Rate, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 BellSouth® Centrex service, Payment</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M4LFB</td>
</tr>
<tr>
<td>Plan 5, Station Links for 800 Service Termination, Flat Rate, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 BellSouth® Centrex service, Payment</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M4LFC</td>
</tr>
<tr>
<td>Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 BellSouth® Centrex service, Payment</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M4LFD</td>
</tr>
<tr>
<td>Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 BellSouth® Centrex service, Payment</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M4LFE</td>
</tr>
<tr>
<td>Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate</td>
<td>Description</td>
<td>Rate</td>
<td>$</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>------</td>
<td>---</td>
</tr>
<tr>
<td>8</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>9</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>10</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>11</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>12</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5218 (DMS-100 only), Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>13</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>14</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each</td>
<td>.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>Rate</td>
<td>Description</td>
<td>Rate</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>15</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>16</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>17</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>18</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>19</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>20</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>21</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>Rate</td>
<td>Description</td>
<td>Cost 1</td>
<td>Cost 2</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>22</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each</td>
<td>$.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>23</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each</td>
<td>$.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>24</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each</td>
<td>$.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>25</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each</td>
<td>$.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>26</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each</td>
<td>$.00</td>
<td>$8.55</td>
</tr>
<tr>
<td>27</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each</td>
<td>$.00</td>
<td>$8.55</td>
</tr>
</tbody>
</table>
## Contract Service Arrangement Agreement

### RATES AND CHARGES

<table>
<thead>
<tr>
<th></th>
<th>Item Description</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each</td>
<td>$0.00</td>
<td>$0.00</td>
<td>M4LF9</td>
</tr>
<tr>
<td>29</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each</td>
<td>$0.00</td>
<td>$0.00</td>
<td>M4LF2</td>
</tr>
<tr>
<td>30</td>
<td>BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on non-continuous property, each</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M1FNX</td>
</tr>
<tr>
<td>31</td>
<td>BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M1FCX</td>
</tr>
<tr>
<td>32</td>
<td>BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each</td>
<td>$0.00</td>
<td>$8.55</td>
<td>M1FEX</td>
</tr>
<tr>
<td>33</td>
<td>BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate</td>
<td>$0.00</td>
<td>$13.55</td>
<td>M9QCX</td>
</tr>
<tr>
<td>34</td>
<td>BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate</td>
<td>$0.00</td>
<td>$13.55</td>
<td>M9Q1X</td>
</tr>
<tr>
<td>Rate</td>
<td>Description</td>
<td>Amount</td>
<td>Code</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>M9QOX</td>
<td></td>
</tr>
</tbody>
</table>
RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate Guidebook.

2. Payment Plan designation is for provisioning purposes only.

3. The appropriate notes associated with each rate element apply as specified in the Guidebook.

4. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges:

<table>
<thead>
<tr>
<th>USOC</th>
<th>Description</th>
<th>Nonrecurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Connection, first</td>
<td>each</td>
<td></td>
</tr>
<tr>
<td>Line Connection, Additional</td>
<td>each</td>
<td></td>
</tr>
</tbody>
</table>

Furthermore, upon Customer’s request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of $423.00.

5. Notice of Withdrawal

<table>
<thead>
<tr>
<th>Service and Service Component Withdrawals during Agreement Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Notice Required from AT&amp;T to Withdraw and Terminate Service</td>
</tr>
<tr>
<td>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service Component</td>
</tr>
<tr>
<td>Applicable Services/Service Components</td>
</tr>
</tbody>
</table>

6. Early Termination: If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
b. the Minimum Payment Period for the Replacement Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
c. the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
d. activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.
 Contract Service Arrangement Agreement

Case Number GA14-3041-00
Option 1 of 1

END OF ARRANGEMENT AGREEMENT OPTION 1
AT&T ILEC Bellsouth® Primary Rate ISDN Service
Service Agreement Provided Pursuant to Custom Rates and Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN

Customer

Bibb County Government
Street Address: 617 Mulberry St
City: Macon State/Province: GA
Zip Code: 31201 Country: USA

AT&T

AT&T Service-Providing Affiliates

Customer Contact (for notices)

Name: William Simpson
Title: Manager Operations/Telco
Street Address: 617 Mulberry St
City: Macon State/Province: GA
Zip Code: 31201 Country: USA
Telephone: 478-821-8348 Fax:
Email: wsimpson@co.bibb.ga.us Customer Account Number or Master Account Number:

Name: Earlson Brown
Street Address: 2160 Lenox Park Blvd
City: Atlanta State/Province: GA
Zip Code: 30319 Country: USA
Telephone: 404-986-5858 Fax: 512-646-5581
Email: EB2004@ATT.COM
Sales/Branch Manager: Kory Myers SCVP Name: Jeanne Gustafson Sales State: GEM Sales Region: SE With a copy to:

Name: AT&T Corp.
Phone: One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mas@att.com

AT&T Solution Provider or Representative Information (if applicable)

Name: Company Name:
Agent Street Address: City: State: Zip Code:
Telephone: Fax: Email: Agent Code

This AT&T ILEC Bellsouth® Primary Rate ISDN Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative) AT&T (by its authorized representative)

By: [Signature]
Printed or Typed: [Name]
Title: Chairman
Date: 7/19/12

AT&T and Customer Confidential Information
### Pricing Schedule and General Terms

**1. SERVICE, SERVICE PROVIDER AND SERVICE PUBLICATION**

<table>
<thead>
<tr>
<th>Service Provider (Check one option only)</th>
<th>Service Publication (incorporated by reference)</th>
<th>Service Publication link</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T Alabama</td>
<td>AT&amp;T Alabama Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/atl/product_line.htm">http://cpr.att.com/pdt/atl/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T Florida</td>
<td>AT&amp;T Florida Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/fl/product_line.htm">http://cpr.att.com/pdt/fl/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T Georgia</td>
<td>AT&amp;T Georgia Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/ge/product_line.htm">http://cpr.att.com/pdt/ge/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T Kentucky</td>
<td>AT&amp;T Kentucky Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/ky/product_line.htm">http://cpr.att.com/pdt/ky/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T Louisiana</td>
<td>AT&amp;T Louisiana Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/las/product_line.htm">http://cpr.att.com/pdt/las/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T Mississippi</td>
<td>AT&amp;T Mississippi Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/ms/product_line.htm">http://cpr.att.com/pdt/ms/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T North Carolina</td>
<td>AT&amp;T North Carolina Service Publications, including General Exchange Guidebook, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/nc/product_line.htm">http://cpr.att.com/pdt/nc/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T South Carolina</td>
<td>AT&amp;T South Carolina Service Publications, including General Exchange Price List, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/sc/product_line.htm">http://cpr.att.com/pdt/sc/product_line.htm</a></td>
</tr>
<tr>
<td>AT&amp;T Tennessee</td>
<td>AT&amp;T Tennessee Service Publications, including General Exchange Price List, Section A42.3</td>
<td><a href="http://cpr.att.com/pdt/tn/product_line.htm">http://cpr.att.com/pdt/tn/product_line.htm</a></td>
</tr>
</tbody>
</table>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<table>
<thead>
<tr>
<th>Pricing Schedule Term</th>
<th>(Select one)</th>
<th>Pricing Schedule Term Start Date</th>
<th>Effective Date of the Rates and Discounts</th>
<th>Expiration Date of the Rates and Discounts</th>
<th>Rates Following Expiration or Termination of Pricing Schedule Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24 Months</td>
<td>When only New Service is included in this Agreement: at Cutover of the first Service Component</td>
<td>Pricing Schedule Term Start Date</td>
<td>Upon termination or expiration of the Pricing Schedule Term</td>
<td>Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term</td>
</tr>
<tr>
<td></td>
<td>36 Months</td>
<td>Existing Services are included on the Effective Date (This applies even when new Service Components are added.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60 Months</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BE_PRL_SDA_agmt_se**

**AT&T and Customer Confidential Information**

**SDA ILEC**

v.12/12/11

Page 23 of 40
3. MINIMUM PAYMENT PERIOD

<table>
<thead>
<tr>
<th>Service Components</th>
<th>Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges</th>
<th>Minimum Payment Period per Service Component</th>
</tr>
</thead>
<tbody>
<tr>
<td>All (except DID numbers)</td>
<td>50%</td>
<td>Until the end of the Pricing Schedule Term</td>
</tr>
</tbody>
</table>

4. CUSTOMER'S CURRENT ORDER

4.1 Order

<table>
<thead>
<tr>
<th>Order: (Select one)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ New install(s) Only (All Service Components under this Pricing Schedule are now installed)</td>
<td>Requested installation date(s)*:</td>
</tr>
<tr>
<td>□ Existing Service Included (Some or all Service Components under this Pricing Schedule already installed)</td>
<td>Existing Circuit ID(s):</td>
</tr>
<tr>
<td>□ Requested Installation Date(s)* for new Service Components, if applicable:</td>
<td></td>
</tr>
<tr>
<td>□ If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated... (entitled)</td>
<td></td>
</tr>
</tbody>
</table>

*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.

4.2 Service Components, Quantities and Rates

<table>
<thead>
<tr>
<th>Service Component (USOC)</th>
<th>Quantity</th>
<th>Unit Monthly Recurring Charge (MRC)</th>
<th>Total Monthly Recurring Charge (MRC X Quantity)</th>
<th>Non-recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISDN PRI Interface(s) (PR71V)</td>
<td>5</td>
<td>$255.00</td>
<td>$1,275.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Access Line(s) (1LD1E)</td>
<td>5</td>
<td>$110.00</td>
<td>$550.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>B-Channels (PR7BY)</td>
<td>115*</td>
<td>$8.00</td>
<td>$920.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>ISDN PRI Calling Name Delivery Feature(s) (<em>Calling Namo ID</em>) (PR7CN)</td>
<td>5</td>
<td>$10.00</td>
<td>$50.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Numbers (DID Numbers) (PR7TF) (North Carolina PR7TG)</td>
<td>1654</td>
<td>$0.10</td>
<td>$165.40</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interoffice Channel(s) (if applicable) — total number of miles (based on airline miles attributed to each access line) (1LN1B)</td>
<td>0</td>
<td>Select one</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interoffice Channel(s) (if applicable) — total number of channels (based on one per access line) (1LN1A)</td>
<td>0</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Total Charges for PRI Interface(s), Access Line, B-Channel(s), PRI Calling Name Delivery Feature(s), DID Telephone Numbers, and Interoffice Channel(s): | $2,660.40 | $0.00 |

* Minimum 23 B-Channels (PR7BY), per PRI Interface
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.

4.3 Subsequent DID Numbers, B-Channels, Calling Name ID. Customer and AT&T may agree to add DID Numbers, B-Channels and/or Calling Name ID Services under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation data is more than 90 days before the end of the Pricing Schedule Term.
4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

<table>
<thead>
<tr>
<th>Site</th>
<th>Quantity of Circuits per Site</th>
<th>Service Site – Street address</th>
<th>City (in same state as Service Provider in Section 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>617 Mulberry St</td>
<td>Macon</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>668 Oglethorpe St</td>
<td>Macon</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>415 Oak St</td>
<td>Macon</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>N/A or Enter Service Location address</td>
<td>N/A or Enter City</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>N/A or Enter Service Location address</td>
<td>N/A or Enter City</td>
</tr>
<tr>
<td>6</td>
<td>0</td>
<td>N/A or Enter Service Location address</td>
<td>N/A or Enter City</td>
</tr>
<tr>
<td>7</td>
<td>0</td>
<td>N/A or Enter Service Location address</td>
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(If additional locations apply, please attach on a separate page. ETNs and CLLIs may be attached separately instead of addresses.)

5. USE OF SERVICE
Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, InterLaTA or IntraLaTA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be excused or limited in any fashion.

6. GENERAL TERMS
a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply. If the new term agreement also includes:
   i. an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
   ii. (a) one or more additional Service Components (other than, or in addition to, those identified in Section 4.3), (b) a term equal to or greater than the remainder of the Pricing Schedule Term, and (c) rates and charges equal to or greater than all rates and charges in the Pricing Schedule.

b. Service Publications: AT&T may revise Tariffs and Guidelines (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

c. Services: AT&T will provide or arrange to have its affiliates provide Services to Customer subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and be responsible for their use of any Service.

d. Access: Customer will allow AT&T timely access or will at Customer’s expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use telephone equipment space within the building for Customer’s connection to AT&T’s network. Customer will furnish any conduits, holes, wireways, wiring, panels, equipment, space, utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

e. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.

f. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.

h. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

i. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer’s obligation to pay for a Service Component begins upon availability of the Service Component to Customer (“Cutover”). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not make a payment in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the rate required in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment (“MARC”) and Customer’s MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

j. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) uses the Service; (iv) abuses or misuses AT&T’s network or Service; or (v) interferes with another customer’s use of AT&T’s network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

k. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer’s convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities connection charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days’ notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. ‘Materially adverse impacts’ do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

l. Limitations of Liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOADED BALANCED; THAT AT&T’S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER’S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INCOMPATIBILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH OTHER SERVICES, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY SPECIFICALLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER’S OR OTHERS’ APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS. AT&T DOES NOT MAKE OR PROVIDE ANY SECURITY SERVICE OTHER THAN THE SECURITY SERVICES SPECIFIED IN THE AGREEMENT.

(2) AT&T’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T’S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY RESULTING FROM AT&T’S GROSS NEGLIGENCE.
AT&T ILEC Bellsouth Primary Rate ISDN Service
Service Agreement Provided Pursuant To Custom Rates and Terms
AL, GA, FL, KY, LA, MS, NC, SC, TN

USED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedy provided in this Agreement.

m. Indemnification: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Service.

n. Arbitration: All claims and disputes arising from this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (subject to the requirements of the Federal Arbitration Act). Any judgment on any award rendered may be entered and enforced in a court having jurisdiction. The arbitrator shall not have the authority to award any damages disclaimed by this Agreement or in excess of the liability limitations in this Agreement, shall not have the authority to order pre-hearing depositions or document discovery, but may compel attendance of witnesses and production of documents at the hearing. The parties waive any right to trial by jury and waive any right to participate in or initiate class actions; if the parties cannot waive these rights, this entire section is void.

o. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant parts its rights and obligations under this Agreement to an AT&T affiliate; or (ii) subcontract work to be performed under this Agreement, but AT&T will in such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to seek remedy, claims, liabilities, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of laws principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

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For AT&T internal use only

Billing Telephone Number for Existing service, if applicable:

SDA Code: 91622

End of Document

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AT&T and Customer Confidential Information

SDA ILEC

v. 12/12/11

Page 6 of 6
This Contract Service Arrangement ("Agreement") is by and between AT&T Georgia, ("Company") and City of Macon ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company, notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement,
termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

(c) Notwithstanding any terms to the contrary, and in accordance with Georgia law, the initial contract term shall begin on the effective date of this Agreement and shall continue until December 31, 2012, with annual renewals of the contract beginning January 1, 2013. The Agreement will be automatically renewed for statutory compliance under Georgia law, on January 1st of each calendar year unless Customer or AT&T notifies each party in writing and both parties mutually agree, no less than 30 days prior to the end of the calendar year, that the contract will not be renewed for the following year. Upon AT&T receiving said notice the contract shall terminate absolutely and without further obligation on the part of either Party, effective the last day of the calendar year.

8. This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
AT&T Georgia
Assistant Vice President

, Negotiable

Subscriber
City of Macon
P. O. Box 247
Macon, GA 31202-0247

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory
requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariff", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.
Offer Expiration: This offer shall expire on: 3/17/2012.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:
This Contract Service Arrangement provides rates and charges for BellSouth® Centrex service served from a DMS central office.

This Agreement is for a service period of twelve (12) months.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
City of Mason
By: __________________________
Authorized Signature

Printed Name: Robert A. B. Reichert
Title: Mayor
Date: January 27, 2012

Company:
AT&T Georgia
By: __________________________
eSigned - Natasha Ball
Authorized Signature

Printed Name: __________________________
Title: CUSTOMER CONTRACT SPECIALIST
Date: 14 Feb 2012
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Monthly Total $10,105.00
## Contract Service Arrangement Agreement

### Case Number GA10-2400-03
Option 1 of 1

### RATES AND CHARGES

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## Contract Service Arrangement Agreement

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### Rates and Charges

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<td>$0.00</td>
<td>$8.55</td>
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<td>$0.00</td>
<td>$8.55</td>
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<td>18</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links Terminated in EBS/M6310 (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
<td>$8.55</td>
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<td>19</td>
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<td>$0.00</td>
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<td>$0.00</td>
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### RATES AND CHARGES

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<tr>
<th>#</th>
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<th>Cost 1</th>
<th>Cost 2</th>
<th>Service Code</th>
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</thead>
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<td>23</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each</td>
<td>$0.00</td>
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<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5000 (DMS-100 only), Flat Rate, each</td>
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<td>$8.55</td>
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<td>26</td>
<td>BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each</td>
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<td>28</td>
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<tr>
<td>Rate</td>
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<td>Amount 2</td>
<td>Code</td>
</tr>
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<td>29</td>
<td>BellSouth® Centrex service, Payment Plan 6, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each</td>
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<td>BellSouth® Centrex service, Payment Plan 6, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each</td>
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<td>BellSouth® Centrex service, Payment Plan 6, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each</td>
<td>$0.00</td>
<td>$3.55</td>
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<tr>
<td>33</td>
<td>BellSouth® Centrex service, Payment Plan 6, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each</td>
<td>$0.00</td>
<td>$0.00</td>
<td>M4LF9</td>
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<td>34</td>
<td>BellSouth® Centrex service, Payment Plan 6, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each</td>
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<td>$0.00</td>
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<td>35</td>
<td>BellSouth® Centrex service, Payment Plan 6, Bridged Links, located on different premises from station link on non-continuous property, each</td>
<td>$0.00</td>
<td>$3.55</td>
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</table>
**Contract Service Arrangement Agreement**

**Case Number GA10-2400-03**

**Option 1 of 1**

### RATES AND CHARGES

<table>
<thead>
<tr>
<th>Item</th>
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<th>Charge</th>
<th>Code</th>
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<td>38</td>
<td>BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate</td>
<td>$.00</td>
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<tr>
<td>39</td>
<td>BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate</td>
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<td>40</td>
<td>BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate</td>
<td>$.00</td>
<td>$13.25</td>
<td>M9QCX</td>
</tr>
</tbody>
</table>
RATES AND CHARGES

NOTES:

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate Tariffs or Price lists.

2. Payment Plan designation is for provisioning purposes only.

3. The appropriate tariff notes associated with each rate element apply as specified in the GSST.

4. Should customer terminate prior to the end of the Agreement, an early termination charge of fifty percent (50%) of the remaining term on the common equipment service will be required. Those rate elements are identified by USOCs M1ACC and M1ACS. All other non-recurring or monthly recurring charges associated with this service will not require re-payment under this Agreement if service is terminated early.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN MACON-BIBB COUNTY AND OFFICE OF THE GEORGIA SECRETARY OF STATE TO PROVIDE FIBER-OPTIC CONNECTIVITY TO THE LOCAL SECRETARY OF STATE OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County is engaged in the business of providing fiber-optic connectivity and infrastructure for internet and telecommunications applications to customers; and

WHEREAS, the Office of the Georgia Secretary of State maintains an office at 237 Coliseum Drive, Macon GA; and

WHEREAS, the Office of the Secretary of State desires to obtain fiber-optic connectivity to its facilities and ancillary services from Macon-Bibb County; and

WHEREAS, Macon-Bibb County wishes to enter into an agreement to provide the Office of the Secretary of State with fiber-optic connectivity.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement with the Office of the Georgia Secretary of State to provide fiber-optic connectivity to its facilities and ancillary services in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this _____ day of __________________, 2015.

__________________________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ________________________________
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION

(SEAL)
INTERGOVERNMENTAL AGREEMENT

By and between

MACON-BIBB COUNTY, GEORGIA and
OFFICE OF THE GEORGIA SECRETARY OF STATE

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the day of______, 201_ ("Effective Date"), by and between MACON-BIBB COUNTY of Georgia (hereinafter "County"), and OFFICE OF THE GEORGIA SECRETARY OF STATE (hereinafter "SOS"). SOS and COUNTY shall be referred to separately as "Party" and together as "Parties." This Agreement shall be deemed an Intergovernmental Agreement as set forth in Article IX, Section III, Paragraph I (a) of the Georgia Constitution.

WHEREAS, COUNTY is engaged in the business of providing fiber-optic connectivity and infrastructure for use in and Internet and telecommunications applications to customers;

WHEREAS, SOS desires to obtain fiber connectivity to facilities and ancillary services between its offices as described below ("Service") from COUNTY, and COUNTY shall provide the Service pursuant to the terms and conditions set forth herein.

WHEREAS, SOS desires to obtain fiber connectivity to facilities and ancillary services as described below ("Service") from COUNTY, and COUNTY shall provide the Service pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are contained herein, the Parties do hereby agree as follows:

I. Services and Fiber Route: COUNTY’s services ("Services") shall include the following: (i) responsibility for securing and maintaining, and otherwise providing, reliable and secured fiber-optic connectivity for Internet and data transmission, and for any other purposes as deemed appropriate by SOS, between the SOS offices in Macon, Georgia and SOS-designated data center for the term of this Agreement. Until notified in writing by SOS, the SOS designated data center is Telx Atlanta Colocation Cloud and Interconnection Data Center-ATL1 (56 Marietta Street, Atlanta, Georgia 30303). COUNTY’S responsibilities include ensuring, securing and maintaining any and all necessary franchises, permits, easements or agreements necessary for the use of public and private property(ies) and/or use, construction and maintenance of any fiber facility(ies). Data communications through such fiber-optic connectivity shall have minimum capacity of 100 megabits per second through a route mutually agreed by the Parties. If COUNTY engages the services of a third party provider to perform on its own behalf any portion of its responsibilities under this Agreement, COUNTY shall first obtain the written approval of SOS and such approval shall not be unreasonably withheld; (ii) COUNTY is also responsible for maintaining all services, components, systems, network, fiber-optic cable, and/or equipment that are used or relied upon by COUNTY which are not directly owned or operated by SOS in fulfilling its obligations under this Agreement, (iii) COUNTY is responsible for all obligations COUNTY may have under
the lease agreement dated May 26, 1999 between the City of Macon and State of Georgia acting by and through the Office of the Georgia Secretary of State (Intergovernmental Lease Agreement). The Intergovernmental Lease Agreement is hereby incorporated by reference and made part of this Agreement; (iv) SOS shall be responsible only for SOS owned or operated equipment or systems; and (v) COUNTY shall ensure continuous network availability and Services to SOS at least at the rate of 99.99% per every thirty consecutive days, including any down-time due to maintenance reasons. COUNTY shall provide SOS CIO and any designated staff member written notice of all pre-scheduled maintenance activities at least 2 weeks in the case of regular maintenance or 24 hours in the case of emergency maintenance activities. Unless otherwise approved in writing by SOS CIO, all maintenance shall be conducted between 7:00 PM and 5:00 AM.

b. Packet Delivery and Latency

On an ongoing basis throughout the term of this Agreement, COUNTY shall monitor, measure and record packet delivery time and packet latency every five (5) minutes. SOS shall have the right to inspect and COUNTY shall provide access to all such records within 24 hours of SOS request. Under all circumstances, in the event that packet loss rate is greater than 01% or latency rate is above 30 milliseconds, COUNTY shall immediately notify in email, and any other additional manner of notice SOS may request from time to time, to SOS CIO and any other designated representatives.

c. Boarder Gateway Protocol

COUNTY shall establish a Boarder Gateway Protocol ("BGP") per SOS written specifications, which SOS shall provide to COUNTY in writing ("BGP Specifications"). Upon delivery to COUNTY, such BGP Specifications shall be made part of this Agreement by reference.

2. Damages. COUNTY understands and acknowledges that an essential core of SOS services to constituents depends on reliable and uninterrupted services provided by COUNTY under this Agreement and that any delay may cause irreparable harm to SOS, including its reputation in reliability and its ability to meet the needs of constituents. As such, COUNTY acknowledges that is in the business of providing such Services, as may be amended by Service Orders from time to time. In the event of a delay in Services or where COUNTY cannot satisfactorily cure a default under this Agreement, SOS may at its sole option and discretion to pursue comparable services from another provider and COUNTY shall compensate SOS for actual costs incurred. The Parties agree that such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by SOS due to delay.

3. Term and Renewal. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of one (1) year with ten (10) options to renew for a period of one (1) year each at SOS’ sole discretion.

4. Fees, Billing and Payment. COUNTY shall invoice SOS for verifiable, completed services performed and SOS shall pay COUNTY no later than 30 days from the date of the invoice (the "Due Date"). Fees shall be as follows:

   Month 1-12: $1 above cost*
   Year 2:
   Year 3:
   Year 4:
Years 5-10: to be negotiated by the Parties at least 30 days prior to expiration of immediately preceding year’s services.

*Cost includes only changes directly incurred by COUNTY for costs charged by Internet or Interconnect service providers. Cost is limited to only amount as invoiced to COUNTY by such vendor(s). SOS shall only be responsible for such costs on a pro-rata basis based on SOS’ actual usage.

5. Termination. Either Party may terminate the Agreement upon 60 days written notice for any reason.

6. Equipment. From time to time during the Term of the Agreement and at solely COUNTY’s risk and expense and in connection with County’s Services to SOS, County may place County equipment on SOS’ premises. County shall first obtain written consent from SOS prior to placement of any such equipment on SOS property and County shall bear full responsibilities associated with maintenance and security of any such equipment. SOS acknowledges and agrees that all right, title and interest in such equipment shall at all times be vested and remain in COUNTY.

7. Additional Service Orders. From time to time, SOS may request additional services from COUNTY using the Services Order Form (Exhibit 1). Upon submittal by SOS and acceptance by COUNTY to perform such services, such Services Order Form and its contents shall be incorporated and made part of this Agreement and shall accordingly amend or augment only applicable portion(s) of this Agreement, such as scope of services SOS shall furnish COUNTY with a service order(s) via e-mail or paper delivery, detailing the specific service requested. Upon receipt of signed service order by COUNTY, COUNTY shall proceed to provision and activate service for SOS by delivery date as requested by SOS in service order.

8. Assignment. Neither Party may assign this Agreement or any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that without such consent, either Party may assign this Agreement to an Affiliate (but the assigning party shall remain jointly and severally liable for all of its obligations hereunder) or to a person with which such Party merges or consolidates or to which it sells all or substantially all of its business and assets.

9. Waiver and Amendment. No waiver of any term or condition of the Agreement will be enforceable unless it is in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of this right, power or remedy, unless otherwise provided in the Agreement. The waiver by either Party of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not operate or be construed as a waiver of any subsequent breach of this covenant, condition or agreement. No modifications or amendment of the Agreement will be effective or enforceable, unless in writing and signed by both Parties.

10. Confidentiality and Public Records. All records created pursuant to this Agreement and all data and information transmitted, shared or obtained as part of Services shall be treated as confidential. The laws of the State of Georgia, including the Georgia Open Records Act, as provided under O.C.G.A. Section 50-18-70 et seq. (“ORA”) require procurement and other records to be made public unless otherwise provided by law.
Contractor shall notify SOS of all requests received pursuant to the ORA within 1 day of receipt.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed given: (i) when delivered in person, (ii) the next business day after deposit with a commercial overnight delivery service for next day delivery; or (iii) upon receipt if sent by United States mail, postage prepaid, registered or certified mail, return receipt requested. All notices shall be addressed to the recipient party at the address set forth in the Cover Sheet or other address a party may designate in writing from time to time. Each party may designate by notice in writing a new person and/or address to which any notice, demand, request or communication may thereafter be so given, served or sent.

TO COUNTY: Macon-Bibb County, Georgia
ATTN: IT Director

COPY TO COUNTY: via E-mail to IT Director

TO SOS: Office of the Georgia Secretary of State
Attn: IT Director
2 MLK JR. Drive, 8th Floor West Tower
Atlanta, Georgia 30334

COPY TO SOS: via E-mail to IT Director and staff members as designated from time to time by IT Director

12. Other:

a. Severability. Any provision of the Agreement that is deemed invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Agreement and the remaining provisions the Agreement shall remain in full force and effect to the greatest extent permitted by law.

b. Governing Law. The Agreement shall be governed by the laws of the State of Georgia without regard to any choice of law principles that could result in the application of the laws of any other jurisdiction. The Parties agree that all legal action or proceeding with respect to or arising out of the Agreement shall be brought in Fulton County, Georgia exclusively. Each Party accepts for itself and in respect of its own property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Parties hereby waive any right to stay or dismiss any action or proceeding under or in connection with the Agreement brought before the foregoing courts on the basis of forum non-convenience.

c. Time is of the essence. Time is of the essence with respect to the performance of the terms of the Agreement.

d. Integration. The Agreement represents the entire agreement between the Parties with respect to the Services and supersedes and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of the Agreement relied upon by either Party, whether written or oral. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only,
without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

e. **Compliance with Laws.** During the Term of this Agreement, the Parties shall comply with all local, state and federal laws and regulations applicable to the Agreement.

f. **Relationship of the Parties.** Neither Party shall have the authority to commit or legally bind the other Party in any manner whatsoever, including, but not limited to, the acceptance or making of any agreement, representation or warranty.

g. **Publicity.** No public statements or announcements relating to the Agreement shall be issued by either Party without the prior written consent of the other Party.

h. **Authorized persons.** The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

_IN WITNESS HEREOF_, both Parties have caused this Agreement to be signed and delivered on their behalf as of the Execution Date.

**OFFICE OF THE GEORGIA SECRETARY OF STATE**
By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

**MACON-BIBB COUNTY, GEORGIA**
By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
Exhibit 1 to
Intergovernmental Agreement between
Office of the Georgia Secretary of State ("SOS") and
Macon-Bibb County, Georgia ("COUNTY")
(Effective date of original Agreement xx/xx/201x)

SERVICE ORDER # to the Agreement
Effective date of this Service Order: ________

I. DETAILED EXPLANATION OF SERVICES. Pursuant to above
mentioned Agreement between SOS and COUNTY, SOS requests, and
County agrees to provide, the following:

II. DETAILED EXPLANATION OF COSTS AND FINANCIAL IMPACT
ON EXISTING AGREEMENT:

III. EFFECT OF PROJECT CHANGE REQUEST ON CONTRACT. For and in
consideration of mutual promises and/or their valuable consideration, the
provisions of the original Intergovernmental Agreement ("Agreement")
between the Parties shall be revised only to the extent expressly provided in this
Service Order and shall not become effective until and unless approved by the
Georgia Office of the Secretary of State. All remaining terms and conditions of
the Contract shall remain in full force and effect without exception.

IV. INCORPORATED DOCUMENTS. The Agreement, including its attachments
and amendment(s), are incorporated by reference herein and made a part of this
Service Order.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to the original
Agreement to be signed and intend to be legally bound thereby.

MACON-BIBB COUNTY, GEORGIA

Signature ___________________________ Date ___________________________
Print Name: ___________________________
Title: ___________________________

OFFICE OF THE SECRETARY OF STATE

Signature ___________________________ Date ___________________________
Print Name: ___________________________
Title: ___________________________
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A POLE ATTACHMENT LICENSE AGREEMENT BETWEEN MACON-BIBB COUNTY AND SOUTHERN RIVERS ENERGY FOR THE PURPOSES OF ATTACHING FIBER-OPTIC LINES TO ELECTRIC POWER POLES FOR INTERNET AND TELECOMMUNICATIONS CONNECTIVITY AT THE ANIMAL WELFARE FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County has a franchise agreement with Southern Rivers Energy granting Southern Rivers the authority to construct and maintain electric power poles in county right-of-way; and

WHEREAS, Macon-Bibb County wishes to utilize electric power poles to attach fiber-optic cables for the purpose of internet and telecommunications connectivity at the Macon-Bibb County Animal Welfare facility.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a pole attachment license agreement with Southern Rivers Energy to attach fiber-optic lines to electric power poles for the purpose of internet and telecommunications connectivity at the Macon-Bibb County Animal Welfare facility in substantially the same form as attached hereto as Exhibit “A.”

SO RESOLVED this ___ day of ______________, 2015.

______________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST:
______________________________
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION

(SEAL)
POLE ATTACHMENT LICENSE AGREEMENT

FOR DISTRIBUTION POLES

BETWEEN

{EMC-Name} Southern Rivers Energy

AND

{Licensee-Name} Macon-Bibb County

________________________, January 1, 2014/2015
POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

[______ EMC Name ________], Southern Rivers Energy, a corporation organized under the laws of the State of Georgia, (hereinafter called the "EMC"), and [______ Licensee Name ________], Macon-Bibb County, a corporation County organized under the laws of the State of Georgia (hereinafter called the "Licensee"), desiring to cooperate in the joint use of EMC's Poles, erected or to be erected within the areas in which both parties render service in the State of Georgia, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective_________, January 1, 2014-2015 ("Effective Date"): 

ARTICLE 1 - SCOPE OF AGREEMENT

A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Georgia, and shall cover all distribution Poles now existing or hereafter erected in the above territories when said Poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. EMC reserves the right for good cause to exclude from joint use any of its facilities for reasons including, but not limited to, safety, reliability, capacity, generally applicable engineering standards, or any uncured Licensee Default for which the Licensee has been noticed as provided for in Article XII. EMC may also exclude from joint use any of its facilities that occupy rights-of-way or easements for which Licensee is unable to obtain easements, rights of way or other necessary privileges.

ARTICLE 2 – EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. “Actual Inventory” is an inventory of Joint Poles made by the Owner, or Owner’s representative, to verify the actual number of Attachments of the Licensee.

2. “Adjustment Payment” is the annual rental rate paid by the Licensee to the EMC for Attachments to Poles as provided for in Article 11 of this Agreement.

3. “Application” is the process used by the Licensee to receive EMC’s permission to install initial facilities to EMC’s Poles and to add additional facilities, including Overlashing of existing facilities, to modify mechanical loading of EMC’s Poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between EMC’s Poles. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.

4. “Attachment” is any wire, line or apparatus attached to a Pole owned by EMC, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings (defined below), guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted Attachment. Any apparatus or facilities, except cable risers and power supplies associated with other aerial Attachments, located fully or partly outside this
vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separation from an additional Attachment. Where only one bolted Attachment is affixed to the EMC’s Pole, and Service Wires installed on “J-hooks” are located within a space consisting of a total of twelve inches (12”) either above or below (but not both) of the bolted Attachment, such locations shall be counted as a single Attachment.

5. “Contact Person” is a person designated by each party that will be contact to act on its behalf.

6. “Cost in Place” is the cost of the bare Pole, labor to install the Pole and associated overheads, including engineering.

7. “EMC Rules and Practices for Attachments” means the general plan established for the orderly use of Poles by EMC and multiple parties and attached to this Agreement as Appendix R.

8. “Inventory” is an inventory of Licensee’s Attachments completed periodically, which will confirm the total number of Licensee’s Attachments, a summary of obvious non-conforming Attachments and any pending Licensee transfers to EMC Poles.

9. “Joint Pole” is a Pole for which joint use is established or continued pursuant to the terms of this Agreement.

10. “Joint User” is a person or entity that is currently occupying or reserving space on EMC’s Poles, and may attach to a Pole or anchor owned by EMC in return for granting EMC equivalent rights of Attachment or occupancy to Poles and/or anchors, which the Joint User owns.

11. “Licensee” is the party having the right under this Agreement to make and maintain Attachments on an EMC Joint Pole and defined in the Preamble.

12. “Licensee Transfer Date” is the date specified for Transfer of Attachments by Licensee to the new Joint Pole and after all third party and owner responsible Transfers have been accomplished, whichever is later.

13. “Make-ready” is all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the Pole, Transfers and other work incident thereto.

14. “Make Ready Costs” means all costs necessary for EMC, and other existing parties on the Pole, to prepare its Poles for Licensee’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and Pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub Poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. EMC Make Ready Costs shall be verifiably comparable to the cost EMC pays for similar Make-ready work to its own facilities. Make Ready Costs do not include any costs associated with correcting existing
violations of the EMC, or others attached to EMC’s Pole, at the time Licensee submits an Application.

15. “Make Ready Estimate” means the estimate prepared by EMC for all Make-ready work that may be required by EMC to accommodate Attachment/Attachments by Licensee.

16. “NESC” (National Electrical Safety Code) sets the ground rules for practical safeguarding of persons during installation, operation, or maintenance of electric supply and communication lines and associated equipment. The NESC contains the basic provisions that are considered necessary for the safety of employees and the public under the specified conditions.

17. “Non-guyed Service Drop” is a Service Drop that requires no guys under standard industry design practices or the applicable specifications of Article 3. (If, atypically, a wire used to connect to a customer’s location were to require guying under the Licensee’s design standards or the applicable specifications of Article 3, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.) Non-guyed Service Drops are subject to all provisions of this Agreement, including rental and the provisions of Article 3, except Appendix A (the Application process) which is provided for in Article 4.B. Licensee must provide a summary, at least quarterly, of all Non-guyed Service Drops added or removed to/from EMC’s Poles so that EMC may adjust the billing records for Licensee’s joint use Attachments. As an alternative to quarterly reporting, Licensee may use a “Specified Percentage” to annually increase the number of service wire Attachments.

18. “Over-Lashing” means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Any proposed Over-Lashing by Licensee is subject to the Application process as well as other applicable provisions of this Agreement. Notwithstanding the above, Licensee’s Over-Lashing shall not be subject to a separate annual Attachment rental fee. Licensee shall not allow third party Over-Lashing without EMC’s prior approval.

19. “Pole” is a wooden, concrete or steel structure owned by EMC, and normally used by EMC, to support distribution lines and related facilities of EMC, including drop and lift Poles. In the event the EMC installs a Pole larger than is initially required for EMC’s and Licensee’s use in anticipation of EMC’s future requirements or additions, the additional space provided by EMC shall be reserved for EMC’s sole use.

20. “Pole Attachment Rental Fee” means the annual amount per Attachment that Licensee must pay to EMC pursuant to this Agreement in order to affix each Attachment to EMC’s Poles.

21. “Rearrangement” is the moving of Attachments from one position to another on the same Pole.

22. “Referee” is the person that a matter is submitted to for binding resolution, when the parties are unable to resolve any dispute at the local level.

23. “Safety Inspection” is a survey of the Licensees Attachments to EMC Poles to identify and remediate non-conforming Attachments (e.g. NBSC violations) on EMC Poles.

24. “Specified Percentage” shall be the number of Joint Poles used in calculating the adjustment payment in the previous year or during the years since the previous Actual Inventory.
25. “Transfer” is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another.

26. “Unauthorized Attachment” means any affixation of any Licensee Attachment of any nature to any property of EMC, including Distribution Poles, which has not been previously authorized by EMC or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any Attachment affixed to EMC’s Poles without permission from EMC as provided for in Article 9 of this Agreement. Overlapping of existing facilities without an approved Appendix A from the EMC shall also be considered an Unauthorized Attachment.

27. “Unauthorized Attachment Fee” means the fee to be paid by Licensee for each Unauthorized Attachment.

28. “Effective Date” is the date both parties agree to cooperate in the joint use of their respective poles and to adhere to the terms of this agreement.

29. “EMC” is [EMC Name] Southern Rivers Energy.

30. “Old Attachment Agreement” is all existing agreements between the parties and all amendments thereto.

31. “Outside Party” is defined as not a party to this Agreement.

33. “EMC Actual Costs” is defined as all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation, contractors fees when used in lieu of EMC labor, and tree trimming costs. EMC Actual Costs shall be verifiably comparable to the cost EMC pays for similar work to its own facilities. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and Pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements.
ARTICLE 3 - SPECIFICATIONS

Poles covered by this Agreement shall at all times be in conformity with all applicable (1) RUS Standards as they apply to Licensee’s Attachments; and subsequent revisions thereof (2) requirements of the National Electrical Safety Code and subsequent revisions thereof (“NESC”); (3) the Specifications found in Appendix R which is incorporated into and made a part of this Agreement and subsequent revisions thereof; (4) The Bellcore Manual of Construction Procedures (Blue Book) and subsequent revisions thereof; (5) the Society of Cable Television Engineer’s (SCTE) Recommended Practices for Coaxial Cable Construction and Testing and subsequent revisions thereof; (6) the Society of Cable Television Engineer’s (SCTE) Recommended Practices for Optical Fiber Cable Construction and subsequent revisions thereof; and (7) the lawful requirements of public authorities. Where there is a disagreement between the above referenced Specifications, the more stringent shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements. Certain requirements of the EMC that exceed or supplement the NESC are identified in Appendix R to this Agreement. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC and Appendix R, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of Poles, which acceptance shall not be unreasonably withheld.

ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

A. Before Licensee shall make use of the EMC Poles under this Agreement, including Overlashing, it shall comply with the requirements set forth herein. Appendix A shall be sent either (i) by electronic mail with electronic mail “read” receipt obtained, or (ii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Appendix A. When transmittal is by US mail, the Licensee will also send an electronic mail message, return receipt requested, to EMC as notice that the permit information is being carried by the US mail, and to notify the EMC of the impending 15-business day interval to respond to Licensee’s permit. This is to prevent disputes regarding the fulfillment of the 15-business day interval below, and to avoid imposition of the “Unauthorized Attachment Fee.”

B. APPENDIX A PROCEDURE

1. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) Pole Transfers; (iii) or power supplies, amplifiers or risers; Licensee must submit to EMC an Appendix A for any Licensee construction on EMC Poles (including reconstruction of existing Pole lines, road improvement projects and the Over-Lashing of Licensee’s cables) in association with the placement of new Licensee Attachments, Over-Lashing existing Attachments, or removal of existing Licensee Attachment on EMC Poles. (The intent of this procedure is for Licensee to provide notice to EMC for any Licensee construction resulting in a change in mechanical Pole loading on EMC Poles due to Licensee’s Attachments and also notice for the addition or removal of Licensee Attachments for tracking of the total number of Licensee Attachments.)

2. Licensee shall submit a completed Application on the form, attached hereto and identified as Appendix A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.
a. Application Fee – Except as to (1) installation of new EMC Poles where none currently exist, as provided for in Article 5. A., and (2) road widening projects, each “Appendix A” submitted by Licensee, shall be accompanied with a check in the amount of $50.00 for EMC to process and log the Application. Failure to include payment of the fees when submitting the Appendix A will result, at the EMC’s option, in the returning of the Appendix A to Licensee unapproved or holding the Appendix A until payment is received. Appendix A’s solely for the removal of Licensee’s Attachments are not subject to the Application Fee. With respect to (1) road widening projects and (2) installation of new EMC Poles where none currently exist, Licensee shall be required to submit an Appendix A, as provided for in other sections of this Agreement, but Application fees shall not apply. Licensee shall be allowed to establish an “escrow account” with EMC for the Application Fees provided for herein. Licensee shall maintain the “escrow account” at a level that is mutually agreed to by both Parties, but not to exceed an amount equivalent to six (6) months forecasted permit activity.

b. Inspection Fee – Licensee shall reimburse EMC the Actual Costs, except in the case of Transfers for road improvement projects and EMC’s installation of new Poles where none currently exist, including all labor, materials, transportation, normal overheads, and appropriate and reasonable other costs incurred by EMC in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A. The EMC will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. EMC may require that Licensee pay in advance the “estimated costs” of the pre-Attachment inspection. In all cases, Licensee shall reimburse EMC for the costs of inspections of Licensee’s facilities within forty-five (45) days of receipt of the invoice from EMC.

Within thirty (30) business days after the receipt of such completed Application (or 20 business days if the only work being done by Licensee on the Appendix A is overhaling and no EMC Make-ready is required) the EMC shall notify the Licensee in writing whether the Application is approved or rejected, and if Make-ready construction by the EMC is required, an estimate for such costs. If so approved or if not rejected within the thirty (30) business day period the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If the EMC rejects the Application in whole or in part, the EMC will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1. No submitted Appendix A form shall include more than 100 Poles unless prior permission is obtained from EMC.

3. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make-ready work and shall reflect costs that are verifiably comparable with EMC Actual Costs. The Licensee shall request clarification on the Make Ready Cost before requesting the EMC to commence Make-ready work. The EMC’s total charges shall be consistent with Article 8 G (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee’s plans from the original permit.

4. EMC shall normally commence Make-ready work within thirty (30) business days of receipt of Licensee’s written acceptance of the Make Ready Estimate for such Make-ready work and shall complete the Make-ready work consistent with its standard work order process. Licensee may request expedited handling of EMC’s work, and Licensee shall be responsible for the
ATTACHMENT 4.C

additional Actual Costs incurred by EMC for such expedited processing. To the extent it has
the authority to do so, EMC shall cause all other licensees or Joint Users to similarly expedite
the completion of all Make-ready work. EMC shall use its best efforts to complete all Make-
ready work within ninety (90) business days of receipt of Licensee’s written acceptance of the
Make Ready Estimate for the Make-ready work. Licensee shall make payment for EMC’s
Make-ready work within forty-five (45) days of the written acceptance.

5. Upon receipt of notice by Licensee from EMC that the Application has been approved or in the
absence of rejection of the Application within fifteen (15) business days from the receipt of the
completed pole Application, and after the completion of any Transferring or rearranging which
is required to permit the attaching of the Licensee’s Attachments on such Poles, including any
necessary Pole replacements, the Licensee shall have the right hereunder to place such
Attachments on such Poles in accordance with the terms of the Application and of this
Agreement (including Article 3). The EMC’s approval of an Appendix A Application shall be
valid for 120 days. If the Licensee fails to (1) accept and make payment of Make Ready Costs
(if any) within 120 days of the EMC’s acceptance or (2) initiate construction within one (1)
calendar year, the EMC may, in its sole discretion, deem the terms and conditions outlined in
the Appendix A null and void, and require the submission of another Appendix A on the part
of the Licensee, along with engineering fees necessary to reimburse the EMC for revised
engineering and cost estimates. The Licensee must insure that its new facilities can be
constructed and maintained in accordance with Article 3 of this Agreement. Where field
conditions preclude such compliance, Licensee shall notify the EMC prior to construction.

C. An Appendix A that contains only removal of Attachments is not subject to any fees. Any Non-
guyed Service Drop that is placed by the Licensee on an EMC Pole shall be subject to all the terms
and provisions of this Agreement, except as expressly provided in this Agreement. The placement
of Non-guyed Service Drops shall not alone create an absolute right to the space occupied by the
Licensee.

D. Licensee, without following the Appendix A procedure, may utilize vertical unused space below
its Attachment as defined in Article 2 for terminals, risers, power supplies or other vertical
Attachments if the existing Attachment on such Pole is authorized, such use does not interfere
with the EMC’s operations or the operations of other licensees or Joint Users presently attached to
the Pole, and such use complies with the terms of this Agreement (including the provisions of
Article 3). Any such Attachment and Pole will be subject to all other provisions of this
Agreement.

E. Both Licensee and EMC shall place, Transfer and rearrange its own Attachments, and shall place
guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing Poles,
each party will perform any tree trimming or cutting necessary for their initial or additional
Attachments. Anchors and guys shall be in place and in effect prior to the installation of
Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such
work promptly and in such manner as not to interfere with the service of the other party.

F. The cost of making Attachments on existing Poles as provided herein, including the making of any
necessary Pole replacements, shall be borne by the parties hereto in the manner provided in Article
8.
ATTACHMENT 4.C

G. Licensee’s Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:
   i. Licensee’s Attachment was licensed under the terms of a prior Pole Attachment agreement; or
   ii. Licensee had Attachments on the Pole—either licensed or unlicensed—as of the Effective Date.

H. This Agreement may be used by the Licensee to install “wireless” equipment facilities to EMC Poles, so long as the equipment does not exceed Licensee’s one-foot of space and does not interfere with the facilities of EMC or other licensees attached to EMC’s Poles.

I. Except as provided for in Articles 12 and 20, the Licensee shall have the right to Transfer its Attachments from an existing Pole to a new Pole installed as part of a road widening project and to continue joint use on such Pole. If the Licensee is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, the EMC may terminate the Licensee’s rights under this Article 4.I, consistent with Article 12. Furthermore, after any termination of the right to make Attachments to additional Poles, the EMC may terminate the Licensee’s rights under this Article 4.I if three (3) or more Unauthorized Attachments (as defined in Article 9) are found within any twelve (12) month period. The EMC may reinstate the Licensee’s rights under this Article 4.I if the EMC deems it appropriate.

ARTICLE 5 - PLACEMENT OF NEW POLES

A. Whenever EMC requires new Pole facilities within the Licensee’s service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, EMC may notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new Poles and the character of circuits it intends to use thereon and indicating whether or not such Pole facilities will be, in the estimation of the EMC, suitable for Licensee’s Attachment. In case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to seek to attach facilities to the new Poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an Appendix A, as such may be required by Article 4 above; however, Licensee shall not be subject to application or inspection fees for such Appendix A. Should the Licensee fail to submit an Appendix A within fifteen (15) business days, and subsequently wishes to attach to new Pole facilities, Licensee must submit an Appendix A in accordance with Article 4 including the payment of all applicable application fees, inspection fees and Make Ready Costs.

B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors prior to tensioning strand to sustain any unbalanced loads caused by its Attachments. EMC shall provide its normal initial right-of-way clearance on each side of the center line to the extent practicable, all right-of-way in excess of the normal swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6 - RIGHT OF WAY FOR LICENSEE’S ATTACHMENTS

While the EMC and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the EMC does not warrant or assure to the Licensee any right-of-way
privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the EMC's Poles, no liability on account thereof shall attach to the owner of the Poles.

ARTICLE 7 - MAINTENANCE OF POLES AND ATTACHMENTS

A. The EMC shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article 3 and shall replace, reinforce or repair such of these Poles as become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time, and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on EMC's Poles and Licensee will provide necessary training and equipment for its representatives to safely execute their work on EMC's Poles. Licensee shall, prior to working on a Pole that contains non-compliant or unsafe conditions, promptly notify EMC of any existing substandard condition (either physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety and EMC will cause the existing condition to be promptly corrected. Licensee's workmen will not subject themselves or others to an unsafe condition. Licensee shall become familiar with the terms of the appropriate material safety data sheet and comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement, and/or disposal of the Pole. EMC does not warrant, guarantee, or imply that any Pole abandoned by EMC possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The EMC will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate a Joint Pole, the EMC shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions.

1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both parties. The electronic notification system of Pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each party to the other
and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of transfers required under this Article 7, Section C.

D. Transfer of Licensee’s Attachments by the EMC - In any case where it is mutually beneficial and agreeable by both parties, the EMC or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the EMC such costs the EMC incurs in making such Transfers in behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the EMC is undertaking on the same Pole, the charges for such Transfers will be in accordance with pricing detailed in Article 7.D.4, or such other amounts as may be agreed to by the parties. The EMC will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the EMC shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made in behalf of the Licensee.

1. Normally Scheduled Construction - Approval for such Transfers made by the EMC on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.

2. Emergency Construction - In such cases, in the judgment of EMC, a Pole requires immediate replacement due to a dangerous condition or conditions, the EMC or its contractors will replace the Pole and may Transfer the Licensee’s Attachments without prior permission. The EMC shall use reasonable care to avoid damage to Licensee’s facilities and shall notify the Licensee of such Transfer after work is completed.

3. Facility Types To Be Transferred - The EMC or its contractors will only Transfer Attachments which require a bolt, clamp, or “J” hook either installed through the Pole or otherwise attached. All service wire Attachments to a single “J” hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The EMC or its contractors shall not supply any additional material in making Transfers of Licensee’s Attachments.

4. Pricing for Transfers - When the EMC Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement and will continue for 2014. The costs in subsequent years shall be adjusted in accordance with the Handy Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee’s Attachments Concurrently with Other Work by EMC

<table>
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<th>Duration</th>
<th>Cable Attachments</th>
<th>Service Drop</th>
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<tbody>
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<td>Contract start date to December 31, 2014</td>
<td>$50.00</td>
<td>$30.00</td>
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B. Should (i) the EMC elect not to Transfer Licensee’s facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (“Licensee Transfer Date”) and after all necessary third party and EMC responsible Transfers have been accomplished, the EMC may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and all other licensees and Joint Users, with the giving of verbal notice to be subsequently followed in writing. If the EMC so elects, such
old Pole shall, with the giving of 10-business days notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the EMC from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the EMC is the owner of such Pole, the unused portion of the Pole above the Licensee’s Attachments shall be cut off and removed by the EMC before relinquishing ownership, if the Pole remains in structural conflict with the power route.

F. Should the EMC elect not to Transfer Licensee’s facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all third party and EMC responsible Transfers have been accomplished, whichever is later (“Licensee Transfer Date”), and if the EMC does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensee shall pay the EMC the following amounts until the Licensee has Transferred its Attachments and notified the EMC in writing or through NJUNS that the Transfer has been accomplished: (a) $5.00 per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) $10.00 per Pole per month (instead of $5.00) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by the EMC to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where EMC has not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route the subject request to the appropriate party. In the event the Licensee notifies the EMC that the Transfer has been accomplished and the EMC returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the EMC’s cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more Poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when Poles are installed in a manner consistent with Article 7.B.

Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in Article 3 and shall keep them in safe condition and in thorough repair. Licensee’s Attachments shall be identified consistent with the Georgia Overhead Marking Standards as adopted by the Georgia Utility Coordination Council. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should EMC encounter any of Licensee’s Attachments without permanent identification markers, EMC may notify Licensee provided that EMC can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then EMC may install the necessary markers, and Licensee shall reimburse EMC for the cost of such work.

G. Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

H. All construction shall be in accordance with specifications mentioned in Article 3 and shall at all times be maintained as provided in Sections A and G of this Article.
ATTACHMENT 4.C

I. The cost of maintaining Poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

J. EMC shall have the right to require the Licensee, within one-hundred twenty (120) days after the Licensee Transfer Date (as defined in Article 7.F), either (a) to Transfer its Attachments from an existing Pole to a new Pole that is erected to carry the same or a similar service or Attachments that are on the existing Pole, or (b) to remove its Attachments from the existing Pole and terminate joint use as to the existing Pole, and the choice of option (a) or (b) will be the Licensee’s. Or, if neither the EMC nor the Licensee desires a Transfer, the EMC may elect to abandon the existing Pole to the Licensee as provided in Article 10. In the case of any such Transfer, the costs of Transferring the Licensee’s Attachments will be paid by the Licensee.

ARTICLE 8 - DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. If joint use is established pursuant to Article 5.A above, the cost of erecting new Joint Poles coming under this Agreement, to construct new Pole lines, or to make extensions to existing Pole lines shall be borne by the parties as set forth in this Article 8.A. Poles installed to accommodate a road improvement project shall be administered in a manner consistent with this Article 8, Section A. If joint use is not established pursuant to Article 5.A above, the provisions of Article 8.J below will control.

1. In the case of a Pole larger than that required by the EMC, Licensee and the Joint User, the extra height or strength of which is due solely to the Licensee’s requirements (such Poles in excess of 40’ Poles carrying primary voltages or 30’ Poles carrying only “secondary” voltages or span guys), the EMC shall pay all costs associated with the construction of a Pole satisfactory for the EMC and Joint User’s needs (see Article 8.A)(1) above and the Licensee shall pay to the EMC the remaining costs of erecting the Pole larger than that required by the EMC and the Joint User. If in connection with the construction of a Pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Pole even if the Pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the Pole within one (1) year from the date the Pole was set, then the Licensee shall no longer be entitled to attach on such Pole.

2. In the case of a larger Pole, the extra height or strength of which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of a Pole solely satisfactory for the EMC shall be shared equally by the Licensee and the EMC, the rest of the cost of erecting such Pole to be borne by the EMC.

3. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the EMC and the Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee, or in the case on multiple Licensees on the Joint Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the midspan Pole.
ATTACHMENT 4.C

B. PAYMENTS DO NOT AFFECT OWNERSHIP: Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING JOINT POLES. Where an existing Joint Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced Pole shall be removed and retained by EMC.

1. A Pole satisfactory for the EMC's needs which can also accommodate the facilities of the Licensee shall be erected at the sole expense of the EMC. If without giving such advance notice, the Licensee places one or more Attachments on a Pole and thereby creates a violation of Article 3 or otherwise renders the Pole unsuitable for joint use, or interferes with or causes violations of Article 3 for the other attaches to the Pole, then the Licensee must pay the full cost of removing and replacing the Pole with a Pole of sufficient size to remedy the violation or render the Pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.

2. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the EMC's requirements and requirements as to keeping the EMC's wires clear of trees shall be erected at the sole expense of the EMC. The EMC shall bear the full expense of replacing or Transferring all the EMC’s Attachments and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

3. In the case of a Pole larger than the existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the EMC the Make-ready cost of the new Pole.

4. Except as to existing contracts, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the EMC, the rest of the cost of erecting such Pole to be borne by the EMC. The EMC and Licensee shall replace or Transfer all Attachments at their own expense.

5. For purposes of this Article 8.C, any Pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee whether or not the terms of this Agreement have been satisfied.

D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. MAINTENANCE AND REPLACEMENT COSTS. The expense of maintaining Joint Poles shall be borne by the EMC therefor except that the cost of replacing Poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.
F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee’s Service Drop, the Licensee shall pay to the EMC the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value to the EMC.

G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

H. CORRECTIVE MEASURES. EMC may perform periodic system-wide Safety Inspections of Licensee Attachments upon three (3) months advance written notice. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee will pay a pro-rata share of the EMC’s inspections costs and will incur its own costs to participate in such periodic Safety Inspections. The Licensee’s pro-rata share of EMC’s cost will be equal to the percentage of the total violations related to Licensee’s Attachments as identified during the Safety Inspection unless Licensee can clearly demonstrate that they did not cause the violation. If any Attachment of the Licensee is found to be a non-Imminent Danger Violation of Article 3 and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from EMC, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. EMC may impose a penalty in the amount of $100.00 for any violation caused by the Licensee that is not corrected within sixty (60) days of written notice from the EMC or within the alternative time-frame agreed to by the parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and in no case in more than twenty-four (24) hours. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice, the EMC may correct the violation and bill Licensee for the actual costs incurred. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee’s Attachment, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will not be responsible for the costs associated with violations caused by others. Licensee shall insure that its employees, agents, contractors or other outside parties, which Licensee causes to work on EMC Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

1. If any Attachment of the EMC is found to be in violation of Article 3 and EMC has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the EMC shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.

2. If there exists a violation of Article 3 and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may
be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

3. If one or more Outside Party’s Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, EMC and any other attachees; and the EMC will make reasonable effort to cause the Outside Party to make such payment.

I. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES. When an existing Pole not in joint use becomes a Joint Pole, the Licensee shall pay all Make-ready costs associated with the Licensee attaching to the Pole.

J. MAKE-READY WHEN APPENDIX A IS NOT REQUIRED. The EMC shall not be obligated to pay Make-ready costs for any initial or additional Licensee Attachment for which an Appendix A is not required.

ARTICLE 9 - UNAUTHORIZED ATTACHMENTS

If any Attachment is identified for which the Appendix A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then the Licensee shall pay to the EMC a one-time fee of $100.00 per Attachment plus a sum equal to the Adjustment Payments that would have been payable from and after the date the Attachment was first placed on the EMC’s Pole as determined, from Licensee’s records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the Adjustment Payments that would have been payable from and after the date the last Actual Inventory was conducted. In addition, the EMC may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of written notice from the EMC an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, EMC may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Reference pursuant to Article 19 to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different Pole line locations or if non-approval of Appendix A is justified, EMC may declare the Licensee in Default of this Agreement and the provisions of Article 12 shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3.

ARTICLE 10 - ABANDONMENT OF JOINT USE POLES

A. If the BMC desires at any time to abandon any Joint Pole, it shall, except as provided in Article 7.C, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of sixty (60) days from the date of the Licensee having all necessary clearances to Transfer its Attachments and the EMC shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the EMC from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay the EMC the then depreciated value in place of the Pole to the EMC. EMC shall further evidence transfer of title to the Pole by appropriate means.
Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 8, when the Pole was originally set, provided the Licensee furnished proof of such payment.

B. The Licensee may at any time abandon the use of a Joint Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11- ADJUSTMENT PAYMENTS

A. Normally, at intervals of five (5) years, unless otherwise mutually agreed by the parties, inventories of Attachments shall be made by the Owner, or Owner’s representative, to determine the number of Licensee’s Attachments to EMC Poles. EMC shall provide three (3) months advance written notice of any such Inventory describing the scope of the Actual Inventory so that Licensee may plan and budget for such Actual Inventory.

B. Unless prevented by the provisions of a third party agreement, Actual Inventories shall include all Outside Parties attached to EMC’s Poles. Where multiple outside parties are included in the Inventory, all participating Outside Parties shall incur a prorated share of the Owner’s cost of making the Actual Inventory. For a year in which there is no Actual Inventory, the number of Licensee’s Attachments used in calculating the Adjustment Payments shall be based on the number of new Licensee Attachments which Licensee has placed during the year, in addition to the number of Licensee Attachments for which Licensee was charged Adjustment Payments in the previous year, less any removals reported by Licensee. Licensee shall also be invoiced for the rent due for the prior year’s “initial Attachments” under an Appendix A as a one-time charge. In addition to Appendix A Attachments, the Licensee will either report on a quarterly basis the number of Attachments installed that are not subject to Appendix A, or the Licensee and EMC may agree to use a Specified Percentage adjustment in the number of Licensee’s Attachments. The “Specified Percentage” shall be 102% annually until the next Actual Inventory. After each Actual Inventory, beginning with the next Actual Inventory, the Specified Percentage shall be the average yearly percentage increase during the years since the previous Actual Inventory. The Specified Percentage will be used solely to adjust for “service” type Attachments where Appendix A is not required by the terms of this contract.

C. For a year for which there is an Actual Inventory, the Adjustment Payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in the next section.

D. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Adjustment Payments, shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory.

2. If the number of Licensee Attachments in the previous annual rental invoice is greater than the number of Joint Poles found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the EMC or a credit to the Licensee.
E. The applicable computation of payments and calculations as above provided shall be made on or about December 1<sup>st</sup> of each year for the next year's Adjustment Payments, each party acting in cooperation with the other.

F. Adjustment Payments per Licensee Attachment due from Licensee to EMC shall be $XXX.xx x $18.66 per Attachment. The undisputed Adjustment Payment herein provided shall be paid within thirty (30) days after Licensee's receipt of the invoice.

For years after 2014-2015, the annual Adjustment Payment per Attachment shall be increased by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy Whitman Index.

**ARTICLE 12 – DEFAULTS**

A. In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the system General Manager of the cable system and the President/CEO/General Manager of the EMC shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet.

B. In the absence of resolution of the matter in accordance with Article 12, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, the rights under this contract may be suspended insofar as concerns the granting of future joint use. Upon receipt of such notice of default, the Licensee shall either work diligently and cooperatively with the EMC to correct such default or present sufficient evidence that a default does not exist or is not the fault of the Licensee. If such default shall continue for a period of ninety (90) days after such suspension, EMC may, at its sole discretion and option, terminate this Agreement, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by the EMC because of any or all such actions. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the time frames specified above.

C. Without limiting the effect of the provision of the immediately preceding paragraph, if after reasonable notice Licensee shall default in the performance of any work it is obligated to do under this Agreement, the EMC may elect to do such work, and the Licensee shall reimburse the EMC for the cost thereof. EMC shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17, shall, at the election of the EMC, constitute a default under Section B of this Article 12.

**ARTICLE 13 - RIGHTS OF OTHER PARTIES**

A. If EMC prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this agreement acquired enforceable rights or privileges to make Attachments which do not
ATTACHMENT 4.C

meet such space allocations. EMC shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of EMC to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by EMC, EMC’s subsidiary or affiliate, or by a Joint User with whom EMC has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee’s Attachment on such Pole(s), then EMC shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and the estimated costs thereof. Upon receipt of such notice, Licensee shall remove its Attachments at its sole expense or reimburse EMC, on demand, for all reasonable costs incurred by EMC in making such changes. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, EMC will provide notice of such space reservation to Licensee, provided that EMC has such knowledge on or prior to the date of Licensee’s Attachment request.

C. If EMC desires to confer upon others not parties to this agreement (Outside Parties), by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, and (2) such Attachments shall not be located within the space allocation of Licensee. EMC shall derive all of the revenue accruing from such Outside Parties.

D. Except as to Joint Users already attached to EMC’s Poles, any rights and privileges granted under this Article to others not parties hereto, EMC shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

E. Except as to Joint Users already attached to, or reserving space on, EMC’s Poles, in no event will Licensee be responsible for any Make-ready or other costs incurred for the benefit of an Outside Party and such costs shall immediately be reimbursed to Licensee from such Outside Party.

F. The EMC will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

ARTICLE 14 - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the EMC, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof, provided, however, that nothing herein contained shall prevent or limit the Licensee’s right to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled
by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE 15 - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on EMC's Poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE 17 - BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within thirty (30) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. In the event of such dispute, the parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.
D. The fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent 12 month’s Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 - NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee Contact Information:

Attn: 

Phone: 

EMC Contact Information:

Southern Rivers Energy
Attn: Rob Hall
PO Box 40
Barnesville, GA 30204
Phone: 770-358-1383 x317

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Appendix A shall be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 12 or Article 20 shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

Attn: 

Phone: 

EMC Contact Information:

________________________________________
Southern Rivers Energy
Attn: Erneste Neubauer, VP of Engineering & Operations
_____________________________________
PO Box 40
Barnesville, GA 30204
_____________________________________
Phone: 770-358-5762

F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE 19 - RESOLUTION OF CERTAIN DISPUTES

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The parties will make a diligent and good faith effort to resolve such disputes at the local level by the parties’ respective local engineers and local managers.

B. If the parties are unable to resolve any such dispute at the local level, then either party may submit the matter for resolution to a “Referee” for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party’s representative who was involved in the attempt to resolve the dispute and the other party’s representative designated pursuant to Article 18.A or Article 18.B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party’s “Contact Person” for the dispute. The other party will promptly respond with a letter similarly sent and copied that provides such party’s summary of the dispute and designates such party’s Contact Person for the dispute.

C. If the parties mutually agree to do so, instead of proceeding under Section B above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party’s Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party’s Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee’s fees and expenses. If both parties’ positions are upheld in part, they will share the Referee’s fees and expenses equally. The parties agree to be bound to pay the Referee’s fees and expenses as provided herein.

F. The Referee will be appointed as follows:
1. Each party will appoint an outside engineer and these two engineers will appoint a third outside engineer or other qualified person to serve as the Referee.

2. In the event that the two engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the parties may by mutual written agreement remove, replace or appoint a Referee at any time.

H. The parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a district manager or person who reports to the President/CEO/General Manager of an EMC and a district general manager for Licensee; and, if not resolved by them, between the President/CEO/General Manager of an EMC and the [General Manager] for the Licensee. If either an EMC or Licensee reorganizes or changes titles, the equivalent person for such party shall perform the above functions. Notwithstanding the foregoing, neither party shall be precluded from seeking any other available legal remedy at any time.

ARTICLE 20 - TERM OF AGREEMENT

A. This Agreement shall continue in full force and effect for five (5) years from the Effective Date (Initial Term), and shall automatically renew thereafter for successive one (1) year terms (Renewal Term). Either party may terminate the Agreement by giving to the other party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial term or any Renewal term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the parties for a subsequent agreement.

B. Upon termination of this Agreement in accordance with any of its terms, Licensee shall within 180 days, remove all its Attachments owned by Licensee from all Poles of EMC. If not so removed, EMC shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse EMC for any and all costs incurred by EMC in the removal of Licensee's Attachments as detailed above. In the event that Licensee has
not reimbursed EMC within thirty (30) days of invoicing following EMC’s removal of said Attachments, then EMC may pursue, without notice or demand to Licensee, one or more of the remedies contained in Article 12, including making demand on the Security Instrument described in Article 23.E.

C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party’s books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party’s compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 21 - EXISTING CONTRACTS

All existing joint use or Pole Attachment license agreements between the parties, and all amendments thereto (hereinafter “Old Attachment Agreement”) are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 22 - APPROVAL OF THE ADMINISTRATOR

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which the EMC is a borrower from the Rural Utilities Service ("RUS") and RUS approval of this Agreement and any amendment thereof is required, the Agreement and any amendment thereof shall have the approval in writing of the RUS Administrator.

ARTICLE 23 - LIABILITY AND INDEMNIFICATION

A. Licensee’s use of the EMC’s distribution Poles as provided for in this Agreement is not for the benefit of the EMC; rather, it is solely for the benefit of Licensee in carrying on its business of supplying the services authorized herein; and this Agreement is entered into with the explicit understanding that, except as set forth below, Licensee assumes sole responsibility for all injuries and damages arising, or claimed to have arisen, by, through or as a result of any of its cables, wires, appliances, equipment or facilities (or of a third-party overlapper to Licensee’s cables, wires, appliances, equipment or facilities or any assignee of Licensee’s rights) attached to the EMC’s Poles, equipment, or facilities, it being understood, however, that Licensee shall have no liability to the EMC for injuries and damages (a) caused by, through or as a result of the sole negligence of the EMC; or (b) caused solely by, through or as a result of the wanton misconduct of the EMC; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee’s cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the EMC from all claims, demands, actions, judgments, loss, costs and expenses (collectively,
“Claims”) arising or claimed to have arisen by, through or as a result of Licensee’s cables, wires, appliances, equipment or facilities attached to the EMC’s Poles, equipment, or facilities, or as a result of the negligent acts or omissions, or the intentional or wanton misconduct of the Licensee or any of its contractors, agents, overlashers or assignees, in respect to (a) damage to or loss of property (including but not limited to property of the EMC or Licensee) (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunication by, any person which may be occasioned by the installation or operation of Licensee’s cables, wires, appliances, equipment or facilities; (d) the proximity of Licensee’s cables, wires, appliances, equipment or facilities to the wires and other facilities of the EMC; (e) any claims upon the EMC for additional compensation for use of its distribution rights-of-way for an additional use of the Licensee; and (f) any injuries sustained and/or occupational diseases contracted by any of the Licensee’s employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the EMC under any applicable Worker’s Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the EMC resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the EMC for injuries and damages (a) caused by, through or as a result of the sole negligence of the EMC; or (b) caused solely by, through or as a result of the wanton misconduct of the EMC; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee’s cables, wires, appliances, equipment or facilities. In any matter in which Licensee shall be required to indemnify the EMC hereunder, Licensee shall control the defense of such matter in all respects, and the EMC may participate, at its sole cost, in such defense. The EMC shall not settle or compromise any matter in which Licensee is required to indemnify the EMC without the prior consent of Licensee.

C. The EMC expressly agrees to indemnify, defend and save harmless Licensee from all Claims (a) arising or claimed to have arisen solely by, through or as a result of the EMC’s negligent acts or omissions or the EMC’s intentional or wanton misconduct. EMC shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. In any matter in which the EMC shall be required to indemnify Licensee hereunder, the EMC shall control the defense of such matter in all respects, and Licensee may participate, at its sole cost, in such defense. Licensee shall not settle or compromise any matter in which the EMC is required to indemnify Licensee without the prior written consent of the EMC.

D. Insurance

Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles owned by EMC, insurance which meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event EMC shall have the right to pursue any and all of remedies set forth in this Agreement.
1. Worker’s compensation insurance, with minimum limits of $1,000,000, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by EMC, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the workman’s compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.

2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee’s Attachments in an amount for bodily injury of not less than $2,000,000.00 for one person and $2,000,000 for each accident or occurrence and for property damage of not less than $2,000,000 for each accident or occurrence.

3. Automobile liability insurance on all self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned or hired, in an amount for bodily injury of not less than $1,000,000.00 for one person and $1,000,000.00 for each accident or occurrence.

4. The policies required hereunder shall be in such form and issued by such carrier as shall be reasonably acceptable to EMC.
   a. EMC, its board of directors, officers, employees, and agents shall be shown as additional insured on each policy only with respect to liability arising from Licensee’s operation in conjunction with this Agreement; and
   b. Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against EMC, its board of directors, officers, employees, and agents for loss under the policies of insurance described herein; and
   c. Each policy shall state that EMC will be given notice at least 30 days before any such insurance shall lapse; and
   d. Licensee shall furnish EMC certificates of insurance evidencing such insurance within 30 days of the Effective Date of this Agreement and shall provide EMC with copies of any renewal certificates promptly after they become available.

5. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 23.F upon terms and conditions satisfactory to EMC.


Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, or other Security Instrument satisfactory in form and content to EMC in substitution therefore, to guarantee the payment of any sums which may become due to EMC or an EMC Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by EMC or an EMC Agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to $10,000.00 US, or $25.00 US per Attachment, whichever is larger. The amount of the Security Instrument may, in EMC’s discretion, be adjusted by the change in the Handy Whitman Index for the South Atlantic Region, Account 364 to account for changes in the costs of owning and maintaining Poles, or if Licensee purchases, acquires, or
obtains a controlling interest in additional broadband or other facilities within EMC's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed the then current rate per Pole per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event BMC shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

ARTICLE 24 - CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE 25 - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.
In witness whereof the parties hereto, have caused these presents to be executed in two counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

[EMC-Name] Southern Rivers Energy

Signed: ____________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

[Licensee-Name] Macon-Bibb County

Signed: ____________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
APPENDIX A - ATTACHMENT REQUEST FORM

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Poles, remove Attachment(s) to Poles and/or Overlash cables affixed to Poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to attach to or Overlash, the number and character of Attachments proposed, any Rearrangements requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the EMC for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property(ies) on which the Poles being attached to are currently located or will be located. Payment for the fees is included with this request. The table below provides detailed information regarding this request.

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Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make-ready work. If Make-ready work is required, upon receipt of EMC supplied Make Ready Estimate the Licensee shall provide notice to EMC of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by EMC of Licensee’s notice of estimate approval of Make Ready Costs, the EMC will proceed with Make-ready work.

| {EMC Name} Southern Rivers Energy, a Georgia Electric Membership Corporation |
| Response Date | EMC Make Ready Construction Required? |
| Name          | Yes No |
| Signature     | EMC Make Ready Construction Estimate |
| Phone         | Permit # |
| Fax           | |
| Email         | |
| Request Response | Approved Reason for denial |
|               | Denied |

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APPENDIX R - EMC RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of EMC’s Distribution Poles caused by the placement of Licensee’s circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to EMC. Licensee may not place new guy attachments on EMC’s anchors without EMC’s prior consent. If mutually agreed between the Licensee and the EMC, EMC may install anchors and anchor rods, at Licensee’s expense, with sufficient capacity for the EMC’s and Licensee’s guying attachments. When the parties agree to use a common anchor, Licensee shall re-install EMC’s anchor rod bonding clamps on EMC anchors after installing guy attachments to the anchor.
3. A preliminary “ride through” of the proposed route of Licensee’s communications facility shall be made by representatives of EMC and Licensee when necessary.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it. If a Pole is deemed unsafe, Licensee must immediately cease all work on said Pole and notify EMC by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated by EMC.
6. On Attached Poles where EMC has secondary conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by EMC.
7. Licensee shall cause all cabinets, enclosures, and messengers to be effectively grounded in accordance with the NESC and all revisions thereof. Licensee shall instruct its employees, contractors, and other representatives working on EMC’s Poles of the dangers associated with bonding its facilities to the EMC “vertical ground wire” and associated dangers thereof, and shall provide adequate training and protective equipment so as to protect its employees, contractors, and other representatives from bodily harm. The EMC assumes no responsibility either for instructing Licensee’s personnel or furnishing equipment to Licensee’s personnel, or for any liability for Licensee’s personnel working on EMC Poles, except as provided for in the indemnity provisions of the Agreement.
8. Licensee shall install no power supply on any of EMC’s Poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after EMC shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one inch (1") beyond its nut.
11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee’s Attachments shall comply with the more stringent of either EMC’s or NESC clearance and separation requirements and shall be located on all new or transferred attachments a minimum of forty inches (40") below EMC’s lowest attached facilities. On EMC Poles supporting streetlights, Licensee’s Attachments may be installed to comply with the NESC clearance requirements for the street light “drip loop”, as long as Licensee’s Attachment also maintains forty inches (40") from other EMC facilities on the Pole. All mid-span clearances between Licensee’s facilities and EMC’s lowest conductors shall comply with NESC clearance requirements.
13. Licensee may, with prior approval of EMC, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or
ATTACHMENT 4.C

alley arm brace above the arm that it supports.

14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Pole and subject to the standards set forth in Article 3. Where a disparity exists between EMC’s standards, Governmental requirements, the NESC, this Appendix R, or other written requirements in this Agreement, the most stringent shall apply.

15. In the event that any of Licensee’s proposed Attachments are to be installed upon Poles already jointly used by EMC and another party(ies), Licensee shall negotiate with such other party/parties to determine clearances between its facilities and those of EMC and such other party/parties, except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.

16. Guy markers shall be installed and maintained on all guys.

17. Where, at the sole discretion of the EMC, the future installation of a transformer, underground cable riser, or other similar EMC equipment is likely, all new attachments will be made at least seventy-two inches (72") under the primary neutral. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. Licensee shall be notified of this possibility in the Appendix A application process.

18. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee’s messenger wires or cables. All anchors and rods shall be in line with the strain and shall be installed so that approximately six inches (6") of the rod remains out of the ground. Cutting of anchor rods to reduce anchor rod extension above the ground line is not permitted. The entire length of the anchor rod should be set in a straight line between the Pole attachment and the point where the rod attaches to the anchor. In cultivated fields or other locations the projection of the anchor rod above earth may be increased to a maximum of twelve inches (12") to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth.

19. Sidewalk guys shall be permitted by special exception only.

20. No Licensee guys may be attached to EMC guys (except grounding connections). Attachment of Licensee guys to EMC anchors shall be permitted only with approval by the EMC.

21. With respect to all communications-protective devices, Licensee agrees that EMC may construct all its facilities in accordance with “Grade C” construction as applicable under NESC Rule 242, Table 242-1, Footnote 7.
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF EXTENSION FOR AN ADDITIONAL PERIOD OF ONE YEAR WITH THE CORPORATION OF MERCER UNIVERSITY, A NON-PROFIT ORGANIZATION, FOR THE LEASE OF PROPERTY LOCATED AT 651 MULBERRY STREET, (THE “GRAND OPERA HOUSE”); AND FOR OTHER PURPOSES.

WHEREAS, on or about October 3, 1995, Bibb County, Georgia entered into a Lease Agreement with the Corporation of Mercer University (hereinafter “Mercer”) for the lease of property located at 651 Mulberry Street for $1.00 per year plus five (5) percent of net operating revenues; and

WHEREAS, on about January 1, 2014, Macon-Bibb County, as successor in interest to Bibb County, Georgia, became the holder of said Lease Agreement; and

WHEREAS, the initial term of this agreement was for twenty (20) years, and said agreement is scheduled to terminate on or about September 30, 2015; and

WHEREAS, Macon-Bibb County and Mercer now desire to extend this Lease Agreement under the same terms and conditions for an additional period of one (1) year, expiring on September 30, 2016, to ensure that Mercer is able to continue to schedule future events while a new long-term lease is being negotiated; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement of extension with Mercer for the continued use of the Grand Opera House for an additional period of one (1) year.

SO RESOLVED this ___ day of _____________, 2014.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: _________________________
JEAN HOWARD, Interim Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOB LEWIS AND ASSOCIATES INC. FOR THE LEASE OF OFFICE SPACE AT 682 CHERRY STREET IN THE AMOUNT OF $1,450.00 PER MONTH FOR A PERIOD OF TWO (2) YEARS; AND FOR OTHER PURPOSES.

WHEREAS, Bob Lewis and Associates, Inc. currently leases office space at 682 Cherry Street in the building known as the Willie C. Hill Government Center Annex; and

WHEREAS, specifically, Bob Lewis and Associates, Inc. leases approximately one thousand four hundred and fifty (1,450) square feet of office space on the first floor known as Suite 100 and Room 101; and

WHEREAS, Bob Lewis and Associates, Inc. wishes to continue to lease this office space for an additional period of two (2) years at a rate of one thousand four hundred fifty ($1,450.00) dollars per month; and

WHEREAS, in addition, the lease will grant the Tenant the option to renew the lease for three (3) additional one (1) year terms, however, the lease rate at the time of said renewal shall be subject to renegotiation at the time of each such renewal; and

WHEREAS, the proposed lease agreement has been attached hereto as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to enter into a lease agreement with Bob Lewis and Associates, Inc. for the lease of office space at 682 Cherry Street in the amount of one thousand four hundred fifty ($1,450.00) dollars per month for an initial period of two (2) years.

SO RESOLVED this _____ day of ____________________, 2015.

By: __________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
JEAN S. HOWARD, Interim Clerk of Commission
EXHIBIT A

Proposed Lease Agreement
ATTACHMENT 4.E

WILLIE C. HILL ANNEX OFFICE SPACE LEASE FOR

BOB LEWIS & ASSOCIATES, INC.

THIS LEASE, made this 1ST day of JANUARY, 2015, by and between MACON-BIBB COUNTY, GEORGIA, first party (hereinafter called "Landlord"); and BOB LEWIS & ASSOCIATES, INC., second party (hereinafter called "Tenant");

WITNESSETH

1. **Premises.** The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

   Approximately 1450 square feet of office space located on the 1st Floor in the Willie C. Hill Government Center Annex, 682 Cherry Street, Macon, Bibb County, Georgia. Space is known as Suite #100 & Room 101.

   No easement for light or air is included in the premises.

2. **Term.** To have and hold the same for a term beginning on the 1st day of January, 2015, and ending on the 31st day of December, 2016, at midnight, unless sooner terminated as herein provided.

3. **Rental.** Tenant agrees to pay Landlord monthly rental in the amount of Fourteen Hundred Fifty & 00/100 Dollars ($1,450.00), which shall be paid promptly on the first day of each month in advance during the term of this lease. A 10% late fee shall be applied to all rents received after the 10th of the month.

4. **Utility Bills.** Landlord shall pay water, sewer, gas, electricity, fuel light, heat, and power bills for leased premises or used by Tenant in connection therewith.

5. **Use of Premises.** Premises shall be used for General Office Space purposes and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the premises.

6. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the Premises during the period of this lease and agrees to use said premises for the purposes herein leased until the expiration hereof.

7. **Repairs by Landlord.** Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises, and underground utility and sewer pipes outside the exterior walls of the Building, except repairs rendered necessary by the negligence or willful act of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of the premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such delay.

8. **Repairs by Tenant.** Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair, the leased premises except those repairs expressly required to be made.
by Landlord. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

9. Destruction of or Damage to Premises. If premises are totally destroyed by storm, fire, lightning, earthquake, or casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed, rent shall be abated during the time said premises are not suitable for use by Tenant, and Landlord shall restore the premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

10. Indemnity. Tenant agrees to indemnify and save the Landlord against all claims for damages to persons or property by reason of use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorney’s fees and costs.

11. Governmental Orders. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant’s occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant’s occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year’s rent, then Landlord or Tenant whoever is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year’s rent, or secure payment of said sum in a manner satisfactory to party giving notice.

12. Condemnation. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use of purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

13. Assignment and Subletting. Tenant shall not, without prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

14. Cancellation of Lease by Landlord. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure such default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant’s effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at its option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the
foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or its attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant’s effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

15. Events of and Remedies Upon Defaults. In the event Tenant fails to pay rent when due, said Landlord has the right, at its options, to declare rental for entire term of lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Landlord, at its option, upon breach of this contract, may card for rent and sublet the Premises at the best price obtainable by reasonable effort, under private negotiations, and charge the balance, if any, between said price of subletting and the contract price, to Tenant and hold Tenant liable therefor. Such subletting on the part of the Landlord will not in any sense be a breach of the contract on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail itself of these privileges at any particular time shall not constitute a waiver of these rights.

16. Exterior Signs. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within lease premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

17. Entry for Carding, etc. Landlord may card premises “For Rent” or “For Sale” thirty (30) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord’s adjoining property, if any.

18. Effect of Termination of Lease. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord’s right to collect rent for the period prior to termination thereof.

19. Mortgagee’s Rights. Tenant’s rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord.

20. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord’s consent.

21. Attorney’s Fees and Homestead. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten (10%) percent thereof as attorneys’ fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. Rights Cumulative. All rights, powers and privileges hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

23. Service of Notice. Tenant hereby appoints as its agent to receive service of all dispossessory or distrain proceedings and notices hereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises, and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all noticed under this lease shall also be sent to Tenant’s last known address, if different from said premises.

24. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance
with the terms hereof shall constitute a waiver of Landlord’s right to demand exact compliance with the terms hereof.

25. Time. Time is of the essence of this agreement.

26. Definitions. “Landlord” as used in this lease shall include first party, its heirs, representatives, assigns and successors in title to premises, “Tenant” shall include second party, its heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease “Landlord” and “Tenant” include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

27. Special Stipulations. In so far as the following stipulation(s) conflict with any of the foregoing provisions, the following shall control.

(A) Pursuant to the requirements of the Code of Ordinances for Macon-Bibb County, Tenant shall abide by all the terms, conditions and covenants contained in the Lease agreement. Upon first knowledge by the Landlord of the failure of Tenant to abide by such terms, conditions or covenants, the Landlord shall give written notice to the Tenant of the Lease agreement violation and that the Tenant must cease and desist from committing the Lease agreement violations within a period of thirty (30) days. Upon the Tenant’s failure to present evidence that no provision of the Lease has been violated or, alternatively, to cease and desist from continuous violations of the Lease, the mayor shall initiate the appropriate legal process to terminate the lease agreement and remove the Tenant from the premises. If the Tenant takes corrective action acceptable to the city within the grace period, then the possession of the leased premises shall continue, per the terms of the lease agreement. However, a second violation of the same lease provision during the balance of the lease period shall not be curable, but shall result in the initiation of the appropriate legal process to terminate the lease agreement and remove the Tenant from the premises.

(B) Tenant shall have the right to renew this Lease for three (3) one (1) year periods, however, the lease rate for each renewal period shall be subject to review and renegotiation at the time of said renewal.

29. Entire Agreement. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly constituted officers and authorities and caused their respective seals to be affixed hereto.

LANDLORD:

MACON-BIBB COUNTY, GEORGIA

By: ______________________________

Mayor

Attest: _____________________________

Clerk of Commission

TENANT:

By: ______________________________

Attest: _____________________________
Tuesday, January 13, 2015
ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

COMMITTEE MEMBERS
Commissioner Schlesinger - Chairman
Commissioner Tillman - Vice Chairman
Commissioner Lucas
Commissioner Defore
Commissioner Watkins
Julie Moore - Staff Contact

1. APPROVAL OF MINUTES

Subject  A. Approval of Minutes From Meeting on December 23, 2014
Meeting  Jan 13, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category  1. APPROVAL OF MINUTES
Access    Public
Type      Minutes

File Attachments
12-23-2014.pdf (375 KB)

2. PERMANENT LOAN OF LOCOMOTIVE #509

Subject  A. A Resolution Authorizing The Mayor To Execute An Agreement With The Coastal Heritage Society, Inc. For The Permanent Loan of Georgia Steam Locomotive #509 In A Form To Be Approved By The County Attorney’s Office
Meeting  Jan 13, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category  2. PERMANENT LOAN OF LOCOMOTIVE #509
Access    Public
Type      Action

File Attachments
1-13-2015 - Res Agrmt with Coastal Heritage for Loan.pdf (510 KB)

3. BLACK HISTORY MONTH

Subject  A. A Resolution To Recognize The Month Of February 2015 As Black History Month
Meeting  Jan 13, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
4. APPOINTMENT / REAPPOINTMENTS TO BOARDS, COMMISSIONS AND AUTHORITIES

Subject: A. Re-appointment of John Walker To The Macon Housing Authority
Meeting: Jan 13, 2015 - ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE
Category: 4. APPOINTMENT / REAPPOINTMENTS TO BOARDS, COMMISSIONS AND AUTHORITIES
Access: Public
Type: Action

File Attachments
ATTACHMENT 1.A

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MINUTES

December 23, 2014

The Economic and Community Development Committee was called to order by Committee Chairman Schlesinger.

COMMITTEE MEMBERS PRESENT:

Commissioner Larry Schlesinger
Commissioner Elaine Lucas
Commissioner Virgil Watkins
Commissioner Al Tillman
Commissioner Ed DeFore

OTHERS PRESENT:

Mayor Robert A. B. Reichert
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivins
Judd Drake, County Attorney

COMMITTEE MEMBER ABSENT

Charles Coney, Asst. County Manager
Shelia Thurmond, Clerk of Commission
Janice Ross, Training and Events Coordinator
Chris Floore, Asst. to County Manager
Jean Howard, Asst. Clerk of the Commission

NEWS MEDIA:

Jim Gaines, The Telegraph
Ron Wildman, WPGA TV 58

Dale Walker, County Manager
Opie Bowen, Assistant County Attorney

VISITORS/GUESTS:

Mike Cranford, Fort Hawkins Commission
Adah Roberts
Brittany Childs, Industrial Authority
Cliffard Whity, Industrial Authority

Reginald McClendon, Assistant County Attorney
Julie Moore, Assistant to the County Manager

Terry Koller, Director of Railroad Operations, Coastal Heritage Society

Chief Marvin Riggins, Fire Department

Violet Poe, Macon-Bibb County Transit Authority

Keith Moffett, Director of E911

Rick Jones, CEO, Macon-Bibb Co. Transit Authority

Tom Buttram, Director of Business Services

1. Approval of Minutes from meeting on December 9, 2014

ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Tillman and carried unanimously with Commissioners Schlesinger, Lucas and Watkins voting in the affirmative, the minutes of December 9, 2014 were approved.

2. Appointments / Reappointments To Boards, Commissions and Authorities

A. Macon Economic Development Commission
ACTION

On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioners Tillman Lucas, and Schlesinger voting in the affirmative, the resolution to re-appoint Commissioner Gary Bechtel and Gene Dunwody, Sr., to the Macon Economic Development Commission was approved.

B. Macon Transit Authority

ACTION

On motion of Commissioner Watkins, seconded by Commissioner Lucas and carried unanimously with Commissioners Tillman, DeFore and Schlesinger voting in the affirmative, the resolution to re-appoint Violet Poe to the Macon-Bibb County Transit Authority was approved.

C. Macon-Bibb County Urban Development Authority

ACTION

On motion of Commissioner DeFore, seconded by Commissioner Watkins and carried unanimously with Commissioner Tillman, Lucas and Schlesinger voting in the affirmative, the resolution to appoint Tom Sands and to re-appoint Gene Dunwody, Jr. to the Macon-Bibb County Urban Development Authority was approved.

3. Locomotive #509

Mayor Reichert introduced Terry Koller, Director of Railroad Operations, Coastal Heritage Society, who addressed their desire to obtain Locomotive #509. Mr. Koller stated that the Hartwell Railroad had an agreement with the City of Macon to restore the Locomotive and get it back in running condition. The Hartwell Railroad has not accomplished the task. Mr. Koller stated that the museum has two options for the Locomotive; one, which is preferable, is to place the locomotive on permanent loan to the Museum. When the Coastal Heritage Society was first approach about taking the Locomotive, they had no funds. This has changed and they now have a pledge from a private donor to pay for the relocation fee and to start the restoration. Mr. Koller stated that it was unfortunate that the Hartwell Railroad did not carefully remove the parts to the engine but just used a blow torch to remove them. The Hartwell Railroad has returned the parts but they are not labeled and it will take a good deal of time and effort to identify the parts and restore the locomotive. Commissioner Lucas stated that the locomotive was placed in honor of Benny A. Scott who was the first African American fireman. She would like to see some recognition of Mr. Scott at the museum in Savannah. Mayor Reichert stated that he is in agreement that a permanent loan to the Savannah Museum was his preferred method to handle the moving of the locomotive. It was the consensus of the Committee that efforts should be made to move forward with the transfer of the locomotive to Savannah Railroad Museum.
4. Other Business

Mayor Reichert updated the Commission on the following:

- Capricorn Records Building

  Mayor Reichert stated that the Ocmulgee Land Trust has acquired the four buildings which include the Capricorn Record Building and the buildings on either side of it. Ocmulgee Land Trust would like to keep the façade of the buildings and remove the remainder of the buildings. The last building, the one closest to Deaton Insurance, the roof is in the basement of the building. Ocmulgee Land Trust has placed a barrier around the four buildings for the safety of all who might walk around the buildings.

- Mayor Reichert also stated that there is a building on Fifth Street which was formerly known as the C. W. Farmer Building. It was built in the 1850’s and was used to make cannons for the Civil War. The building is now banked owned. The roof has collapsed on this building and Mayor Reichert has instructed Tom Buttram to require the bank to make the necessary repairs immediately. Mr. Buttram stated that the bank had been notified that they have 30 days to make the repairs.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Prepared By:

Janice S. Ross

Reviewed and Approved By:

Jean S. Howard, CMC
Interim Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE COASTAL HERITAGE SOCIETY INC. FOR THE PERMANENT LOAN OF GEORGIA STEAM LOCOMOTIVE #509 IN A FORM TO BE APPROVED BY THE COUNTY ATTORNEY’S OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, Georgia Steam Locomotive #509 is currently owned by Macon-Bibb County and is located in Central City Park; and

WHEREAS, Georgia Steam Locomotive #509 is in need of repairs and renovations and is currently in a deteriorating state; and

WHEREAS, The Coastal Heritage Society, Inc. is a 501(c)(3) non-profit organization and also the managing entity of the Georgia State Railroad Museum in Savannah, Georgia; and

WHEREAS, The Coastal Heritage Society, Inc. has expressed interest in Georgia Steam Locomotive #509 and has submitted a proposed plan to display, treat, and stabilize the locomotive; and

WHEREAS, The Coastal Heritage Society, Inc. will provide funding to relocate Georgia Steam Locomotive #509 to the Georgia State Railroad Museum in Savannah, Georgia, where the locomotive will be treated, stabilized, and renovated in accordance with standard industry practices; and

WHEREAS, The Coastal Heritage Society will continue to provide basic care and maintenance to Georgia Steam Locomotive #509 into perpetuity and said locomotive will be housed in a protected environment as to protect it from the elements and also be included on tours of the museum; and

WHEREAS, while Georgia Steam Locomotive #509 will be on permanent loan, Macon-Bibb County will retain the right to withdraw the locomotive after an initial twenty (20) year loan term, and said withdrawal shall be contingent upon Macon-Bibb County reimbursing The Coastal Heritage Society, Inc. for all costs incurred, including repairs, relocation, stabilization, restoration, and maintenance efforts; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to enter into
an agreement with The Coastal Heritage Society, Inc. for the permanent loan of Georgia Steam Locomotive #509 in a form to be approved by the County Attorney's Office.

SO RESOLVED this _____ day of ________________, 2015.

By: ____________________________________________
   ROBERT A.B. REICHERT, Mayor

Attest: __________________________________________
        JEAN HOWARD, Interim Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO RECOGNIZE THE MONTH OF FEBRUARY 2015 AS BLACK HISTORY MONTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 1926, Dr. Carter G. Woodson, who worked in Kentucky coal mines as a child and was the son of former slaves, proposed and launched a week-long celebration of the individuals and occasions having a significant impact on African-American history in America; and

WHEREAS, Dr. Woodson chose the month of February to conduct this commemoration because the birthdays of two men whose actions have significantly affected African-Americans in this country are in February; namely Frederick Douglass, the gifted orator, writer, and statesman who was a tireless advocate of the anti-slavery movement, and Abraham Lincoln, who signed the Emancipation Proclamation and is considered to be one of America's greatest presidents; and

WHEREAS, in 1976, the commemoration was extended from a week-long event to the entire month of February; and

WHEREAS, during the month of February 2015, across the United States of America and throughout the Macon-Bibb County community, observances are held to increase public awareness of the importance of black history and the numerous contributions that African-Americans have made in support of their country and local communities; and

WHEREAS, not only during the month of February 2015, but throughout the remainder of the year, it is important that we reach out in seeking to understand one another in a peaceful and loving way; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission recognizes the month of February 2015, as Black History Month, and urges that the citizens of Macon-Bibb County be mindful of the contributions of African-Americans, and of all its citizens throughout the year.

SO RESOLVED this ____ day of ________________, 2015.

_________________________________________
ROBERT A. B. REICHERT, MAYOR

ATTEST:
_________________________________________
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REAPPOINTING
JOHN C. WALKER III TO THE MACON HOUSING AUTHORITY; AND FOR OTHER
PURPOSES.

WHEREAS, the Macon Housing Authority is a public housing authority chartered under
the laws of the State of Georgia; and

WHEREAS, the Macon Housing Authority is governmental in nature, but not part of the
general County government and uses no local tax revenue in its operation, but derives the majority
of its revenues from rents and federal subsidies; and

WHEREAS, the Macon Housing Authority is responsible for the administration of
traditional housing programs including the Public Housing and Housing Choice Voucher (Section
8) programs; and

WHEREAS, the Macon Housing Authority Board of Commissioners consists of six (6)
members who serve five (5) year terms; and

WHEREAS, Commissioners for the Macon Housing Authority are appointed by the
Mayor of Macon-Bibb County and confirmed by the Macon-Bibb County Board of
Commissioners; and

WHEREAS, John C. Walker, III has previously served admirably in his role as a
commissioner for the Macon Housing Authority;

WHEREAS, as such, Mr. Walker been nominated for reappointment to the same position by
the Mayor for another term; and

WHEREAS, to provide a brief background for Mr. Walker, Mr. Walker is currently the
Sr. Vice President/Branch Manager at Morgan Stanley Smith Barney, Inc., and has also served as
a trustee for the Methodist Home for Children and Youth, as well as the Elam Alexander Charitable
Trust; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission,
and it is hereby so resolved by the authority of the same, the Mayor's reappointment of John C.
Walker III to continue service on the Macon Housing Authority for a term of five (5) years is hereby approved by the Macon-Bibb County Commission.

SO RESOLVED this ____ day of ________________, 2015.

By: ________________________________
ROBERT A.B. REICHERT, Mayor

Attest:_____________________________
JEAN S. HOWARD, Interim Clerk of Commission
Tuesday, January 13, 2015
PUBLIC SAFETY COMMITTEE

Commissioner Scotty Shepherd - Chairman
Commissioner Virgil Watkins - Vice Chairman
Commissioner Mallory Jones
Commissioner Elaine Lucas
Commissioner Larry Schlesinger
Dale Walker - Staff Contact

1. APPROVAL OF MINUTES

Subject: A. Approval of Minutes From Meeting on December 23, 2014
Meeting: Jan 13, 2015 - PUBLIC SAFETY COMMITTEE
Category: 1. APPROVAL OF MINUTES
Access: Public
Type: Minutes

File Attachments:
12-23-2014.pdf (373 KB)

2. DONNAN ROAD FIRE STATION

Subject: A. A Resolution To Reaffirm Its Commitment And Support Regarding The Construction Of The Fire Station To Be Located At 3767 Donnan Road; to Appropriate Funding To Equip Said Fire Station In The FY 2016 Budget
Meeting: Jan 13, 2015 - PUBLIC SAFETY COMMITTEE
Category: 2. DONNAN ROAD FIRE STATION
Access: Public
Type: Action

File Attachments:
1-13-2015 - Res Construct Fire Station 3767 Donnan.pdf (505 KB)
PUBLIC SAFETY COMMITTEE

MINUTES

December 23, 2014

The Public Safety Committee was called to order by Committee Chairman Shepherd.

COMMITTEE MEMBERS PRESENT:
Commissioner Mallory Jones
Commissioner Larry Schlesinger
Commissioner Scotty Shepherd
Commissioner Virgil Watkins
Commissioner Elaine Lucas

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Gary Bechtel
Mayor Pro Tem Bert Bivens
Commissioner Al Tillman
Commissioner Ed DeFore
Judd Drake, County Attorney
Steve Layson, Asst. County Manager
Charles Coney, Asst. County Manager
Sheila Thurmond, Clerk of the Commission
Janice Ross, Training & Events Coordinator
Jean Howard, Asst. Clerk of Commission
Chris Floore, Asst. to the County Manager
Dale Walker, County Manager
Opie Bowen, Assistant County Attorney
Crystal Jones, Sr. Assistant County Attorney
Keith Moffett, Director of E-911

COMMISSIONERS ABSENT:

NEWS MEDIA:
Jim Gaines, The Telegraph

VISITORS/GUESTS:
Brittney Childs, Industrial Authority
Senator David Lucas

1. Approval of Minutes from Meeting on November 25, 2014

ACTION:

On motion of Commissioner Schlesinger, seconded by Commissioner Jones, and carried unanimously with Commissioners Watkins, Shepherd and Lucas voting in the affirmative, the minutes of the November 25, 2014 meeting were approved as written.

2. Update From The Fire Department

A. Update on Donnan Road Fire Station

Commission Lucas stated that she had requested an update on the Donnan Road Fire Station. She stated that it was in 2013 that she attended the groundbreaking for the Fire Station and she has seen no progress as of yet in the construction. She continued that the people who live in that area are anxiously awaiting the construction of the Fire Station and she would like to be able to inform them of what progress is being made. Mayor Reichert stated that although the funds to build the Fire Station are available, the money is not there for the staffing and for the equipment. Mayor Reichert stated that twelve fire fighters would need to be hired and the equipment would cost anywhere from $450,000 to $500,000.
Commissioner Lucas stated that once the Fire Station was completed, that the government would be in a new budget year and these items could be placed in the 2018 budget year.

Chief Riggins stated that the plans are completed and the land has been acquired. He is meeting now with the Macon Water Authority and there are lines that have been run so there does appear to be the necessary water requirements for the Station.

Commissioner Lucas asked the County Attorney to draft a resolution to start construction on Fire Station #111 and to draft an ordinance to allocate the funds needed for the Fire Station. She also asked that the construction of Fire Station #111 be placed on the next agenda.

**ACTION:**

*On motion of Commissioner Lucas, seconded by Commissioner Watkins, and carried unanimously with Commissioners Schlesinger, Shepherd and Jones voting in the affirmative, the County Attorney is instructed to develop a resolution for the construction of Fire Station #111 and an ordinance to appropriate the funds for the Fire Station crew and equipment.*

B. Update on Fire Department Class One Rating

Mayor Reichert stated that the former City had a Class One rating but there were areas in the County that were actually a Class Three. With the consolidated government the Fire Department and Administration need to evaluate the system to see if it is possible to retain the Class One Rating. As of now there is only one Class One Fire Department in the State although Savannah is working to develop itself into a Class One. Mayor Reichert continued that there may need to be some rearranging of Fire Stations such as closing Monroe Street and Pio Nono Avenue and building a new station that would be located in the center of the area. He continued that Fire Station #3 was a problem and it also might need to be closed and moved in order to meet the needs of the community. Fire Station #9 which is located on Shurling Drive also has problems with egress as traffic must be stopped in order for the fire engine to pull out and pull back in so that station also needs to be moved.

C. Update on Fire Civil Service Board

Chief Riggins reported that the Fire Civil Service Board is ready to begin as soon as the Board Members are sworn in.

3. Wings Café

Commission Watkins stated that he and Commission Tillman had authored the resolution due to the recent death of three people at the Wings Café. He stated that that the County Code states “any alcoholic beverage license may be suspended or revoked by the Macon-Bibb County Commission, or its designee for cause shown and requires a hearing before the commission or its designee, after three days written notice, to inquire as to whether or not just cause exists to suspend or revoke said license and said hearing may be conducted by either the commission or by one of its committees or by its designee”.

Commissioner Watkins stated that over the last twelve months there have been three other incidents of fights or violence and that it was important that this Commission serve as the conscious of the community which is what he believes they are elected to do. He continued that he would like
to see the Municipal Court Judge hold a hearing regarding the suspension or revocation of any alcoholic beverage licenses for Wings Café.

Commissioner Lucas stated that she felt as though one club was being pointed out while there were other clubs that had the same problems. She would like to see a public forum on club violence so that the issue of problems in these establishments could be addressed. Commissioners Shepherd and Bivins agreed that this would help with problems in the future.

Senator David Lucas stated that the business owner was protecting his club which is why he had a video camera in place. The camera filmed the incident in question. He continued that the owner had hired a private security officer and he also had a gun.

Keith Moffett, who lost a family member, stated that the owner of Wings Café had lost control of the establishment, and that innocent people had been killed. He stated he would like to see the owner held accountable.

**ACTION:**

*On motion of Commissioner Schlesinger, seconded by Commissioner Jones, and carried unanimously with Commissioners Watkins, Shepherd and Lucas voting in the affirmative, the resolution to require the named licensee of the Wings Café at 2822 Bloomfield Drive to appear before the Macon-Bibb County Municipal Court for violation of Section 4-53 of the Inaugural Code of Ordinances for Macon-Bibb County; to determine whether to suspend or revoke any alcoholic beverage license issued to said location was approved.*

There being no further business, and on motion duly made and seconded, the meeting was adjourned.

Prepared By:

______________________________
Janice S. Ross

Reviewed and approved by:

______________________________
Jean S. Howard, CMC
Interim Clerk of Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO REAFFIRM ITS COMMITMENT AND SUPPORT REGARDING THE CONSTRUCTION OF THE FIRE STATION TO BE LOCATED AT 3767 DONNAN ROAD; TO APPROPRIATE FUNDING TO EQUIP SAID FIRE STATION IN THE FY 2016 BUDGET; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 2010 Macon-Bibb County Fire Chief Marvin Riggins developed and presented a strategic plan and identified the need to construct a fire station located at 3767 Donnan Road as a need in the 2012 Special Purpose Local Option Sales Tax; and

WHEREAS, on November 15, 2013, Macon-Bibb County leaders and firefighters broke ground for a new fire station on Donnan Road so as to have a positive impact on fire insurance ratings in the area; and

WHEREAS, construction of the fire station will also assist in spurring development in this area of Macon-Bibb County; and

WHEREAS, Macon-Bibb County has purchased the land but previously set aside money in the Special Purpose Local Option Sales Tax (SPLOST) that covered the purchase of the land and building, but failed to include funding for equipment and salaries necessary to properly equip the fire station upon its completion; and

WHEREAS, the Macon-Bibb County Commission seeks to reaffirm its commitment to construction of the fire station to be located at 3767 Donnan Road and to appropriate the necessary funding to equip the fire station and provide salaries to ensure the station has the necessary personnel for operational purposes in the FY 2016 budget; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County
Commission reaffirms its commitment to construction of the fire station to be located at 3767 Donnan Road, and to appropriate the necessary funding in the FY 2016 budget to equip the fire station and provide salaries to ensure the station has the necessary personnel for operational purposes.

SO RESOLVED this _____ day of ________________, 2015.

ROBERT A. B. REICHERT, MAYOR

ATTEST: ____________________________
JEAN S. HOWARD, INTERIM CLERK OF COMMISSION
Tuesday, January 13, 2015
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. APPROVAL OF MINUTES

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File Attachments
12-9-2014.pdf (359 KB)

2. AMENDING CHAPTER 28 OF THE CODE

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<tr>
<th>Subject</th>
<th>A. An Ordinance Amending Chapter 28 Of The Code To Allow For Zoned Back-In Only Angled Parking</th>
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<td>Meeting</td>
<td>Jan 13, 2015 - FACILITIES AND ENGINEERING COMMITTEE</td>
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File Attachments

3. CLOSURE OF A PORTION OF DAISY PARK PLACE

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<tr>
<th>Subject</th>
<th>A. A Resolution Authorizing The Closure Of A Portion Of Daisy Park Place (Street) For The Purpose Of Expanding And Renovating Daisy Park</th>
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File Attachments

1-13-2015 - Res Closure Portion of Daisy Park Place.pdf (1,798 KB)
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

December 9, 2014

The Facilities and Engineering Committee was called to order by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Gary Bechtel
Commissioner Al Tillman
Commissioner Ed DeFore

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Commissioner Virgil Watkins
Commissioner Elaine Lucas
Mayor Pro Tem Bert Bivins
Commissioner Larry Schlesinger
Judd Drake, County Attorney
Opie Bowen, Asst. County Attorney
Janice Ross, Training & Events Coordinator
Jean Howard, Asst. Clerk of Commission
Sheila Thurmond, Clerk of the Commission
Chris Floore, Asst. to the County Manager
Reggie McClendon, Assistant County Attorney
Steve Layson, Assistant County Manager
Charles Coney, Assistant County Manager
Dale Walker, County Manager
Crystal Jones, Sr. Assistant County Attorney

COMMITTEE MEMBER ABSENT:

NEWS MEDIA:
Anita Oh, WMAZ TV 13
Ron Wildman, WPGA TV 58
Jim Gaines, The Telegraph

VISITORS/GUESTS:

1. Approval of Minutes from the November 25, 2014 meeting

ACTION:

On motion of Commissioner Shepherd, seconded by Commissioner Jones and carried unanimously with Commissioners DeFore, Tillman and Bechtel voting in the affirmative, the minutes of the November 25, 2014 meeting were approved.

2. Renaming Gym in Honor of Delores A. Brooks.

ACTION:

On motion of Commissioner Bechtel, seconded by Commissioner Shepherd and carried unanimously with Commissioners Tillman, DeFore and Jones voting in the affirmative, the resolution to rename the gymnasium located at the Rosa Jackson Center in honor of Delores A. Brooks was approved.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

Sheila Thurmond, CCC
Clerk of Commission

December 9, 2014
AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES, MACON-BIBB COUNTY, GEORGIA TO ALLOW FOR ZONED BACK-IN ONLY ANGLED PARKING; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to amend Section 28-104 of the Macon-Bibb County Code of Ordinances to allow for zoned back-in only angled parking;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same:

Section 1.

That section 28-72 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Sec. 28-72. Right-of-way while parking.

The operator of any vehicle in the process of backing into a parallel parking space or a back-in only angled parking space shall have the right-of-way over the operator of any other vehicle attempting to enter such parking space.

Section 2.

That section 28-73 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Sec. 28-73. Relative rights of vehicles to single parallel parking spaces and back-in only angled parking spaces.

(a) Whenever the operator of a vehicle is desirous of occupying a parallel parking space which is about to be vacated, the person shall place the vehicle in a position in the lane nearest to the space desired, with the front of the vehicle to the rear of the vehicle vacating the parallel parking space. The person shall hold this position until the parking space is vacated, after which, remaining in the same lane, the driver of such vehicle shall pull forward a sufficient distance to enable the vehicle to occupy the parking space by backing into the same. While backing in the process of parking, the driver of the vehicle shall have the right-of-way prescribed in this Code.

(b) Whenever the operator of a vehicle is desirous of occupying a back-in only angled parking space which is about to be vacated, the person shall place the vehicle in a
position in the lane nearest to the space desired, with the front of the vehicle to the left of the vehicle vacating the back-in only angled parking space. The person shall hold this position until the parking space is vacated, after which, remaining in the same lane, the driver of such vehicle shall pull forward a sufficient distance to enable the vehicle to occupy the parking space by backing into the same. While backing in the process of parking, the driver of the vehicle shall have the right-of-way prescribed in this Code.

(c) The right-of-way and procedure for occupying a single space which is already vacant shall be the same as that hereinafter prescribed, except that it shall not be necessary for an operator to bring the vehicle to a halt in the rear of the space to be occupied.

(d) This section shall not apply to parking spaces immediately adjacent to street or alley intersections.

Section 3.

That section 28-104 of the Code of Ordinances of Macon-Bibb County, Georgia is hereby amended to read as follows:

Sec. 28-104. Method of parking in time controlled, unmetered zones.
(a) Except as otherwise provided in this division, every vehicle stopped or parked upon a two-way street in the area of the former City of Macon shall be so stopped or parked with the right-hand wheels parallel to and within twelve (12) inches of the right-hand curb, or as close as practicable to the right edge of the right-hand shoulder.

(b) Except as otherwise provided in this chapter, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within twelve (12) inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder, or with its left-hand wheels within twelve (12) inches of the left-hand curb, or as close as practicable to the left edge of the left-hand shoulder.

(c) Except as otherwise provided in this division, every vehicle parked in angled unmetered parking spaces on a street in the area of the former City of Macon shall be parked with the front of the vehicle facing the curb or shoulder and parked as close as practicable to the curb or edge of the shoulder.
(d) Every vehicle parked in back-in only angled unmetered parking spaces on a street in the area of the former City of Macon shall be parked with the rear of the vehicle facing the curb or shoulder and parked as close as practicable to the curb or edge of the shoulder.

Section 4. Severability.
Should any section, subsection, clause, sentence, phrase, or part of this Ordinance for any reason be held, deemed, or construed to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions thereof and the Macon-Bibb County Commission hereby declares that it would have passed this Ordinance, each section, subsection, clause, sentence, phrase, and part thereof irrespective to the fact that one or more sections, subsections, clauses, sentences, phrases, or parts thereof, be declared unconstitutional or invalid.

Section 5. Effective Date and Repealer Provision.
This Ordinance shall become effective immediately upon its adoption and any and all existing or pre-existing Macon-Bibb County ordinances, amendments, and resolutions in conflict with the terms of this Ordinance are hereby repealed.

SO ORDAINED this ___ day of ________________, 2015.

ROBERT A.B. REICHERT, MAYOR

ATTEST:
JEAN HOWARD, INTERIM CLERK OF COMMISSION
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING
THE CLOSURE OF A PORTION OF DAISY PARK PLACE FOR THE PURPOSE OF
EXPANDING AND RENOVATING DAISY PARK; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 32-7-3 authorizes Macon-Bibb County to close a public road or
alley way pursuant to the procedure set forth in O.C.G.A. § 32-7-4 when Macon-Bibb County
determines that it is no longer needed for public road purposes because of changed conditions, and
that closing said road is in the public interest; and

WHEREAS, Daisy Park Place is a cut-through street between the intersections of
Forsyth/Spring and Orange Street that is located on the east side of the Daisy Park; and

WHEREAS, Daisy Park is a public park located near downtown Macon, Georgia; and

WHEREAS, Daisy Park is also located near the Ronald McDonald house and Navicent
Health and is commonly utilized by patients of each; and

WHEREAS, plans are currently in place to renovate and provide improvements for Daisy
Park and the closure of this portion of Daisy Park Place would provide a safer recreation
environment for children and additional space for amenities; and

WHEREAS, the portion of Daisy Park Place that shall be closed will be from Orange
Street Lane to a private driveway, with said area being shown more fully on the attached Exhibit
“A”; and

WHEREAS, the closure would have a very minimal effect on traffic in the area as there
are several alternate routes available and due to the fact that the closure will only entail
approximately one hundred seventy-five (175) feet of street; and

WHEREAS, Navicent Health is the only adjacent property owner and has consented to
the closure of this portion of Daisy Park Place; and

WHEREAS, in addition, signs were posted in the area for the required thirty (30) days to
solicit public comments from citizens regarding the proposed closure; and

WHEREAS, two (2) public comments were received, and each were in favor of the closing
(See attached Exhibit B); and

WHEREAS, the area has also been inspected by the Macon-Bibb County Engineering
Department, which stated that the closure will not impact Macon-Bibb County; and
WHEREAS, the Macon-Bibb County Commission finds that the said portion of Daisy Park Place is not needed for public road purposes and that closing said portion of Daisy Park Place is in the public interest, as it facilitates the enjoyment of the highest and best use of the abutting property; and

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the portion of Daisy Park Place, as shown in Exhibit “A”, is hereby closed as a public street to through traffic and said closed area shall be utilized in the expansion/renovations of Daisy Park.

SO RESOLVED this _____ day of ________________, 2015.

By: ____________________________
ROBERT A.B. REICHERT, Mayor

Attest: __________________________
JEAN HOWARD, Interim Clerk of Commission

(SEAL)
EXHIBIT B

Public Comments on Daisy Park Place
### DAISY PARK, FROM ORANGE STREET TO ORANGE STREET LANE

(Request is for permanent closure to vehicles and incorporate that portion of the street into Daisy Park as part of a park re-development plan)

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<th>DATE</th>
<th>NAME</th>
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<th>COMMENTS</th>
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<tr>
<td>12/05/2014</td>
<td>Ms. Jennifer Taylor &amp; Tony Long</td>
<td>642 Orange Street Macon, Georgia</td>
<td>(478) 745-9618</td>
<td>For closing of the street</td>
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<tr>
<td>01/02/2015</td>
<td>Concerned Citizen</td>
<td></td>
<td>(478) 538-2522</td>
<td>For closing of the street - It is a good idea</td>
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Tuesday, January 13, 2015
MACON - BIBB COUNTY COMMISSION WORK SESSION

1:00 P.M.
LARGE CONFERENCE ROOM
MACON - BIBB COUNTY GOVERNMENT CENTER
MAYOR ROBERT A. B. REICHERT
COMMISSIONER BERT BIVINS, MAYOR PRO TEM
COMMISSIONER GARY BECHTEL
COMMISSIONER ED DEFORE
COMMISSIONER MALLORY JONES
COMMISSIONER ELAINE LUCAS
COMMISSIONER LARRY SCHLESINGER
COMMISSIONER SCOTTY SHEPHERD
COMMISSIONER AL TILLMAN
COMMISSIONER VIRGIL WATKINS

1. RETIREE BENEFITS

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