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APPENDIX 1. GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM - DEFINED BENEFIT PLAN ADOPTION AGREEMENT FOR THE CITY OF OXFORD

A 1.1 An Ordinance to Amend a Retirement Plan for the Employees of the City of Oxford, Georgia

The retirement plan for the employees of the City of Oxford, Georgia is set forth in and subject to the terms and conditions stated in the following Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Defined Benefit Plan Document, hereinafter referred to as "Master Plan," and the GMEBS Trust Agreement.

A 1.2 Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Plan Adoption Agreement

A. Administrator.

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

B. Adopting Employer. The City of Oxford, Georgia

C. Governing Authority.

Name: Mayor and Council
Address: 110 W Clark Street, Oxford, Georgia 30054-2274
Phone: (770) 786-7004
Facsimile: (770) 786-2211

D. Plan Representative.

Name: City Clerk
Address: 110 W. Clark Street, Oxford, Georgia 30054-2274
Phone: (770) 786-7004
Facsimile: (770) 786-2211

E. Pension Committee. Members of Pension Committee shall be determined in accordance with Article XIV of Master Plan which is incorporated by reference as if fully set out herein.

Pension Committee Secretary: City Clerk
Address: 110 W Clark Street, Oxford, Georgia 30054-2274
Phone: (770) 786-7004
Facsimile: (770) 786-2211

F. Type of Adoption. This is an amendment and restatement of the current Georgia Municipal Employees Benefit System defined benefit plan or other defined benefit plan of the City of Oxford.

G. Effective Date. Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be January 1, 2003. This Plan is adopted as an amendment and restatement of the employer's preexisting GMEBS plan, which became effective on January 1, 1984.

H. Plan Year. Plan year means calendar year.

I. Classes of Eligible Employees. Only employees of the City of Oxford who meet the Master Plan's definition of "employee" may be covered under the Adoption Agreement. Independent contractors, leased employees, and nonresident aliens may not participate in the Plan.

1. **Eligible Regular Employees.** Regular employees include employees, other than elected or appointed members of the governing authority or municipal legal officers, who are regularly employed in the services of the City of Oxford. Subject to the other conditions of the Master Plan and the Adoption Agreement, all regular employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below, are eligible to participate in the Plan.
2. Elected or appointed members of the governing authority are not eligible to participate in the Plan.
3. Municipal legal officers are not eligible to participate in the Plan.

J. Eligibility Conditions.

1. **Hours per Week (Regular Employees).** The minimum number of hours per week which are required to be scheduled and worked by regular employees in order for them to become and remain "eligible regular employees" under the Plan is twenty (20) hours/week (regularly scheduled)
 2. **Months per Year (Regular Employees).** The minimum number of months per year which are required to be scheduled and worked by regular employees in order for them to become and remain "eligible employees" under the Plan is at least five (5) months per year (regularly scheduled). It is the responsibility of the City of Oxford to determine whether these requirements are and continue to be satisfied.
- K. Waiting Period for Regular Employees.** Unless otherwise specified by the City of Oxford in an addendum to this Adoption Agreement, regular employees shall be required to complete one (1) year of continuous, uninterrupted service with the City of Oxford before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied, shall be made in accordance with provisions of the Master Plan.
- L. Establishing Participation in the Plan.** Participation in the Plan is considered mandatory for all eligible employees who satisfy the eligibility conditions specified in the Adoption Agreement.
- M. Credited Service.** In addition to current credited service, the City of Oxford may include as credited service the following types of service:
1. **Credited Past Service.** The number of years and complete months of service with the City of Oxford prior to the date an eligible employee becomes a participant which are treated as credited service under the Plan.
 - a. **Eligible Employees Employed on Effective Date of GMEBS Plan.** With respect to eligible employees who are employed by the City of Oxford on the original effective date of the employer's GMEBS Plan, service with the City of Oxford prior to the date the eligible employee becomes a participant (including any service prior to the effective date of the Plan) shall be treated as follows: All service prior to the date the eligible employee becomes a participant shall be credited (as credited past service).
 - b. **Previously Employed, Returning to Service after Effective Date.** If an Eligible employee is not employed on the original effective date of the employer's GMEBS Plan, but he returns to service with the City of Oxford sometime after the Effective date, his service prior to the date he becomes a participant (including any service prior the effective date) shall be treated as follows: all service prior to the date the eligible employee becomes a participant shall be credited (as credited past service), provided that after his return to employment, the eligible employee performs service equal to the period of the break in service or one (1) year, whichever is less. Any limitations imposed above with respect to eligible employees employed on the effective date shall also apply.
 - c. **Eligible Employees Initially Employed After Effective Date.** If an eligible employee's initial employment date is after the original effective date of the employer's GMEBS Plan, his Credited past service shall include only the number of years and complete months of service from his initial employment date to the date he becomes a participant in the plan.
 - d. **Newly Eligible Classes of Employees.** If a previously ineligible class of employees becomes eligible to participate in the plan, the employer must specify in an addendum to this Adoption Agreement whether and to what extent said employees' prior service with the employer shall be treated as credited past service under the Plan.
 2. **Prior Military Service.**

NOTE: This Section does not concern military service required to be credited under USERRA. See Article III, Section 2 of the Master Plan for rules on the crediting of USERRA Military Service.

 - a. The City of Oxford may elect to treat military service rendered prior to a participant's initial employment date or reemployment date as credited service under the Plan. Unless otherwise specified by the employer under "Other Conditions" below, the term "military service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below. Military Service shall not

include service which is credited under any other local, state, or federal retirement or pension plan.

- b. Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows: Prior Military Service is not creditable under the Plan.
- c. **Limitations on Service Credit Purchases.** For purposes of this Section and the following section concerning prior governmental service credit, the term "actuarial cost of the service credit" means the present value of the accrued benefit relating to such additional service credit determined as of the payment date and calculated based upon the assumptions specified in Article XII, Section 7 of the Master Plan.

In the case of a service credit purchase, the participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases. The employer may elect to allow employees to make the purchase through payroll deduction and the employer may pick-up the amount to be contributed by the employee in accordance with Internal Revenue Code Section 414(h) and the Plan, subject to any conditions contained in GMEBS' rules and regulations concerning service credit purchases.

- 3. **Prior Governmental Service.** Prior governmental service is not creditable under the Plan.
- 4. **Unused Sick/vacation/personal Leave.** Unused leave shall not be treated as credited service.

N. Retirement Eligibility.

- 1. **Early Retirement Qualifications.** Early retirement qualifications are as follows:
 - a. Attainment of age fifty-five (55).
 - b. Completion of ten (10) years of total credited service.
- 2. **Normal Retirement Qualifications.**
 - a. Regular Employees. Normal retirement qualifications for regular employees are as follows:
 - (1) Attainment of age sixty-five (65).
 - (2) Completion of five (5) years of total credited service.
- 3. **Disability Benefit Qualifications.** Subject to the other terms and conditions of the Master Plan, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Article II, Section 19 of the Master Plan.

To qualify for a disability benefit, a participant is not required to have a minimum number of years of total credited service:

O. Retirement Benefit Computation.

- 1. **Maximum Total Credited Service.** There is no limit on the number of years of total credited service which may be used to calculate a benefit.
- 2. **Monthly Normal Retirement Benefit Amount.**
 - a. **Regular Employees.** The monthly normal retirement benefit for Eligible regular employees shall be one twelfth (1/12) of one and three fourths percent (1.75%) of the final average earnings multiplied by years of total credited service as an eligible regular employee.

For participants terminated on or after September 1, 2000 but prior to July 1, 2002, one and one-half percent (1.5%) of final average earnings multiplied by years of total credited service as an eligible regular employee.

For Participants terminated prior to September 1, 2000, one percent (1.0%) of final average earnings up to the amount of covered compensation, plus one and three-fourths percent (1.75%) of final average earnings in excess of said covered compensation, multiplied by years of total credited service as an eligible regular employee. For purposes of this provision, "covered compensation" shall mean the portion of the A.I.M.E. (Average Indexed Monthly Earnings), annualized, as defined

by the December, 1977 amendments to the federal O.A.S.D.I., not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

- b. **Final Average Earnings.** Final Average Earnings Is Defined as the Annual Average of Earnings Paid to a Participant by the City of Oxford for the five (5) consecutive years (twelve {12} month periods) of credited service preceding the participant's most recent termination in which the participant's earnings were the highest.

NOTE: GMEBS has prescribed forms for calculation of final average earnings that must be used for this purpose.

- c. **Monthly Early Retirement Benefit Amount.** The monthly early retirement benefit shall be computed in the same manner as the monthly normal retirement benefit, but the benefit shall be reduced on an actuarially equivalent basis in accordance with Article XII, Section 1 of the Master Plan to account for early commencement of benefits.
- d. **Monthly Late Retirement Benefit Amount.** The monthly late retirement benefit shall be computed in the same manner as the normal retirement benefit, based upon the participant's accrued benefit as of his late retirement date.
- e. **Monthly Disability Benefit Amount.** The monthly disability benefit shall be computed in the same manner as the normal retirement benefit, based upon the participant's accrued benefit as of his disability retirement date.
 - (1) Minimum disability benefit. The employer elects a minimum disability benefit of the following:
 - (a) No minimum is established.
 - (b) Not less than twenty percent (20%) of the participant's average monthly earnings for the twelve (12) calendar month period immediately preceding employment as a result of a disability.
- f. **Distributions for Those Who Remain in Service after Normal Retirement.** Distribution of retirement benefits is not permitted until the participant has terminated employment and otherwise qualifies for receipt of benefits.
- g. **Cost of Living Adjustment.** No cost-of-living adjustment is provided.
- h. **Re-employment after Retirement.**
 - (1) **Reemployment After Normal Retirement.** In the event a retired participant is reemployed with the employer as an eligible employee after his normal retirement date, the participant's benefit shall be suspended in accordance with Article VI, Section 6(a) of the Master Plan for as long as the participant remains employed.
 - (2) **Reemployment After Early Retirement.** In the event a participant retires with an early retirement benefit and is reemployed with the employer as an eligible employee before his normal retirement date, the participant's early retirement benefit shall be suspended in accordance with Article VI, Section 6(a) of the Master Plan for as long as the Participant remains employed.

- P. **Termination of Employment Before Retirement; Vesting for Eligible Regular Employees.** Subject to the terms and conditions of the Master Plan, a participant who is an eligible regular employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit. Benefits shall be one hundred percent (100%) vested after the participant has a minimum of five (5) years of total credited service. Benefits remain zero percent (0%) vested until the participant satisfies this minimum.

Q. **Pre-retirement Death Benefits.**

- 1. **In-service Death Benefit.** Subject to the terms and conditions of the Master Plan, the employer hereby elects the following in-service death benefit, to be payable in the event that an eligible participant's employment with the employer is terminated by reason of death prior to retirement.
 - a. **Actuarial Reserve Death Benefit.** A monthly benefit payable to the participant's pre-retirement beneficiary, actuarially equivalent to the reserve required for the

participant's anticipated normal retirement benefit, provided the participant meets the following eligibility conditions: the participant must have five (5) years of total credited service.

- b. **Imputed Service.** For purposes of computing the actuarial reserve death benefit, the participant's total credited service shall include the total credited service accrued prior to the date of the participant's death.

R. Terminated Vested Death Benefit. Subject to the terms and conditions of the Master Plan, the employer hereby elects the following terminated vested death benefit:

- 1. **Auto A Death Benefit.** A monthly benefit payable to the participant's pre-retirement beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the participant had he elected a one hundred percent (100%) joint and survivor benefit under Article VII, Section 3 of the Master Plan.

S. Employee Contributions. Employee contributions are not required.

T. Employer Adoption. The City of Oxford hereby agrees to abide by the Master Plan, Trust Agreement, bylaws, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the act creating the Board of Trustees of GMEBS, the bylaws of the Board, the rules and regulations of the Board, and this Plan are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- 1. The act creating the Board of Trustees of the Georgia Municipal Employees Benefit System, O.C.G.A. Section 47-5-1 et seq. and any other applicable provisions of O.C.G.A. Title 47;
- 2. The bylaws of the Board;
- 3. The rules and regulations of the Board;
- 4. This Ordinance and Adoption Agreement.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The governing authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

The City of Oxford understands that failure to properly complete this Adoption Agreement may result in the City of Oxford's plan not being qualified under the Internal Revenue Code. The City of Oxford also agrees it will inform the Board of any amendments to this Adoption Agreement, its Plan, or the discontinuance, abandonment or termination of its Plan.

(Effective 1/1/03)

APPENDIX 2. CONSECUTIVE SYSTEM AGREEMENT

- A.** This Agreement entered into and between Newton County, a political subdivision of the State of Georgia acting by and through its Board of Commissioners; The City of Porterdale, City of Covington, City of Oxford, City of Mansfield, City of Newborn, all public bodies corporate and political of the State of Georgia, all acting by and through their Mayors and Councils and the Newton County Water and Sewerage Authority a body created as a subdivision of the State of Georgia, pursuant to constitutional and statutory provisions of Georgia laws as to contracts and agreements between governmental bodies.
- B.** This Consecutive System Agreement between Newton County (Cornish Creek Water Treatment Facility or Parent System ID#2170097 Lab #029 (hereby referred to as the "County") and the consecutive water systems of Newton County Water and Sewerage Authority ID# 2170004 (hereby referred to as "The Authority"), City of Oxford ID# 2170020 (hereby referred to as "Oxford"), City of Mansfield ID# 2170002 (hereby referred to as Mansfield"), City of Newborn ID# 2170003 (hereby referred to as "Newborn"), City of Porterdale ID# 2170014 (hereby referred to as "Porterdale"), and the City of Covington ID# 2170001 (hereby referred to as "Covington") "shall be operative and in effect for twenty five (25) years and administered as hereinafter set forth."
1. The Consecutive water system obtains all of its water from a single source the County system ID# 2170097.
 2. Mansfield is the only system within the consecutive system with an emergency source of water. The two (2) wells of Mansfield will not be used except for emergency basis and will notify the County System of such use as defined by the EPD, as to comply with emergency and consecutive system status.
 3. The County System shall be responsible for all monitoring and reporting required by the Georgia Rules for Safe Drinking Water for each of the systems covered by the consecutive system agreement. The County System shall be responsible for all sampling procedures by the state and federal drinking water regulations. This shall include:
 - a. The Total Coliform Rule.
 - b. Lead and Copper Rule
 - c. Phase 2&5 Rule
 - d. Surface Water Treatment Rule
 - e. Disinfection By-Products Rule
 - f. THMsand any and all future monitoring and reporting regulations required by state and federal drinking water rules. The Consecutive System shall be responsible for notifying the County of updates of number of people served as required pertaining to their community.
 4. Consecutive Systems shall be held responsible for violations of the rules found within their original communities. The individual systems shall conduct the public notification, provide public notice certification to the County and be responsible for any and all civil penalties and payment of fines that are issued.

The County shall be responsible for providing proof of public notice certification by the consecutive system to the EPD and the collection and submittal to EPD of penalties and fines issued by EPD.
 5. Any and all treatment processes required by the Georgia Rules for Safe Drinking Water shall be the responsibility of the County. The operation, maintenance, control, and method of application shall be the responsibility of the County. Any upgrades and rule changes concerning treatment processes shall be addressed to the County and shall be the responsibility of the County to implement.
 6. Any costs incurred by parent system as a result of administering the Consecutive System shall be funded by parties to Agreement. Each party shall pay as their portion of cost such percentage of total cost as their usage of water relates to the total production and use of water.
 7. Consecutive Systems status does not relieve original permittees from the following responsibilities:
 - a. Maintenance of distribution system including taps, repair, flushing and general upkeep of original system.

- b. Customer service requirements including meter reading and upkeep of meter system.
All outside correspondence and communication shall be directed to Newton County
through Newton County Cornish Creek Reservoir.

Cornish Creek Water Treatment Facility
1112 Williams Street
Covington, Georgia 30209

APPENDIX 3. AGREEMENT BETWEEN THE CITY OF OXFORD AND THE OXFORD HISTORICAL CEMETERY FOUNDATION, INC.

That Oxford's City cemetery, often referred to as Oxford Historical Cemetery (hereinafter "the Cemetery"), is a creature of the City of Oxford and is owned by the City along with the plot holders owning certain lots located therein.

That the Foundation's object and efforts have been and continue to be "to discover, procure and preserve whatever may relate to the natural, civic, literary and ecclesiastical history of the Oxford Cemetery in general and to the maintenance, care and preservation thereof."

That both parties enter into this Agreement for the purpose of the administering of the Cemetery to best serve the citizens of the City of Oxford, the persons owning plots located therein and the beautification and administration of the Cemetery itself.

The parties hereto agree as follows:

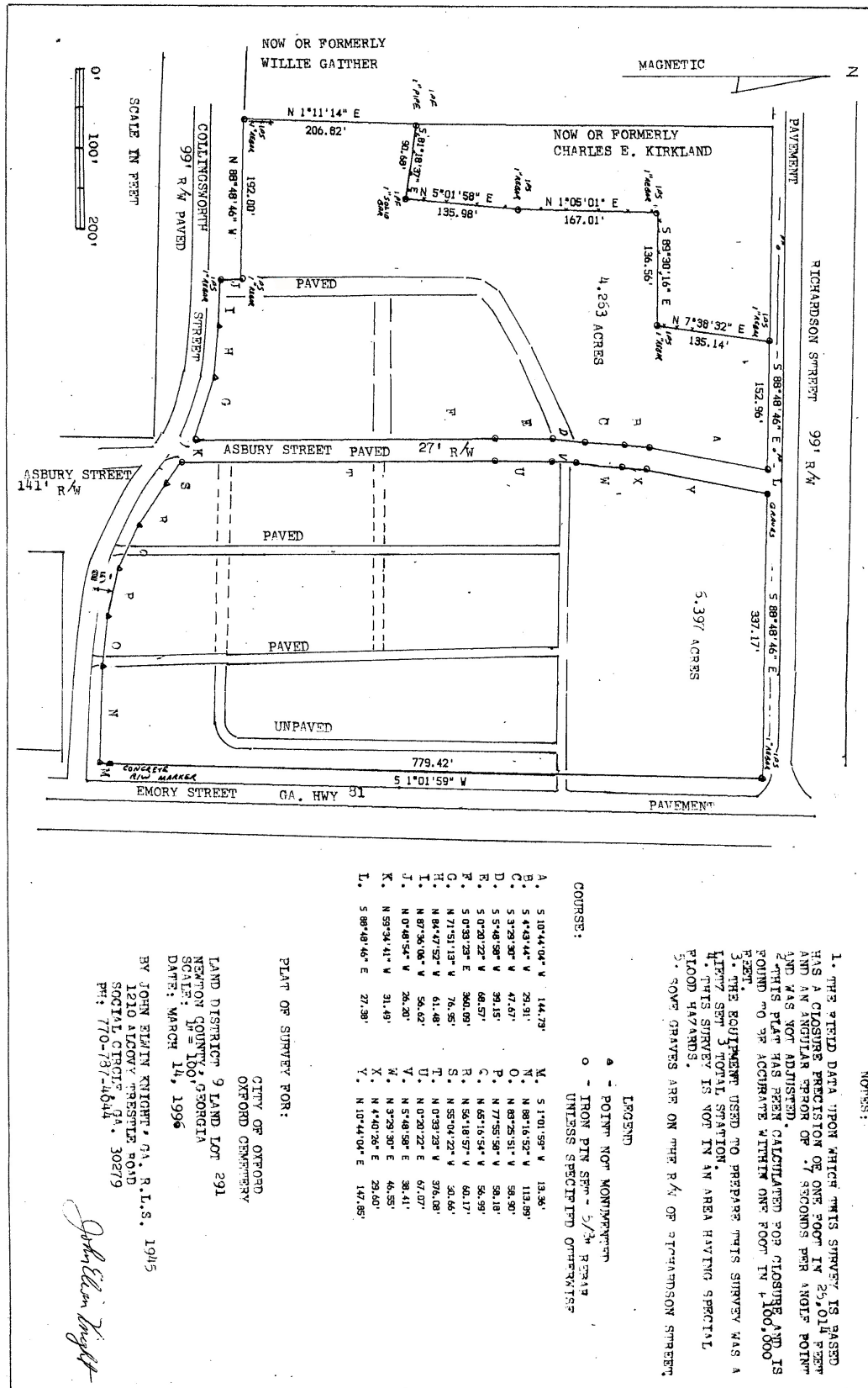
1. The term of this Agreement will be for an initial period of five (5) years, renewable as set forth written hereafter.
2. That the City has the responsibility to insure that the Cemetery is adequately maintained; and the City specifically sets forth that it is the City's intent and purpose to insure the perpetual care of all plots and property located within the boundaries of the Cemetery.
3. It is the City's desire to contract with the Foundation for the providing of the maintenance and care of the Cemetery; however, it is understood and is agreed between the parties hereto, that the City shall be responsible for the upkeep of the streets throughout the Cemetery and for major improvements as may be designated to the Cemetery. The purpose of this concentrated effort by the City is to facilitate the Foundation's ability to maintain the Cemetery.
4. That it is the express purpose of this Agreement, by both parties, to provide perpetual care to all plots in the Oxford Cemetery wherein the owners of same have paid to the City or the Foundation monies for the perpetual care thereof.
5. That the Foundation agrees, according to the terms set out hereafter, to direct, manage, maintain and keep said Cemetery in a good state of upkeep, showing no favoritism toward any one section, location or portion of said Cemetery and in doing so, the Foundation agrees to take such action and measures so as to maintain Cemetery as per this Agreement. At any time the City feels that the Cemetery is not being so maintained, shall notify Foundation in writing of such concerns.
6. That the City shall be responsible for the sale of plots in the Cemetery under terms and conditions that the City may from time to time deem appropriate. The City shall maintain accurate records showing the location in the Cemetery of plots sold, designating the length and width of said plots and the number of grave sites located therein. The City will notify the Foundation of such sales and will provide the Foundation with records relating to the sales thereof on an annual basis or more often at the Foundation's request.
7. That as payment thereof it is agreed that the City shall pay to the Foundation seventy-one percent (71%) of such amounts as collected by the City for each gravesite for the maintenance as set forth above. It is anticipated by both parties that these sums plus the earnings from the Foundation's current assets and future anticipated funds from gifts, donations, grants and lot sales will eventually produce sufficient annual earnings to pay the then current and future annual maintenance obligations. If the Foundation's annual income and the contributions by the City for maintenance should not be sufficient to pay the maintenance costs of the Cemetery, the City shall reimburse the Foundation for the shortage thereof. All proceeds thus generated shall be paid on a quarterly basis, with the first payment being due on January 1, 2005, and each quarter thereafter during the year. The proceeds of these payments shall be used by the Foundation to meet current or near-future maintenance obligations or may be added to the trust corpus to generate future earnings if the amount set forth above exceeds the cost of said maintenance. All funds as provided, by the City herein, except those funds needed for annual maintenance, shall be retained in a special bookkeeping account by the Foundation. Should at any time the contract between the City and the Foundation not be renewed or is terminated, all funds and profits retained from these monies shall revert

to the City.

8. That in addition to the above, the Foundation agrees to maintain records relating to its operations and the performance of this Agreement, in a business-like manner, suitable for auditing. The City shall at its own expense have the right, at reasonable times, to examine or audit the records of the Foundation relating to the performance of this Agreement including records, relating to income and expenditures, and to make and preserve copies thereof.
9. The parties agree to use their best efforts to resolve any dispute as to the interpretation or application of this Agreement. Any dispute must be reported in writing by one party to the other within ninety (90) days after the complaining party becomes aware of facts giving rise to the dispute, or it will be waived. The parties shall have sixty (60) days to resolve the dispute. Any dispute left unresolved after that period will be decided by a panel of three (3) persons, one (1) appointed by the City, one (1) by the Foundation, and one (1) by the two representatives. If the representatives cannot agree, the Chief Judge of Newton County Superior Court shall appoint the third panel member. The panel shall receive written submissions by the parties within thirty (30) days after the panel is selected, and shall render its decision, without opinion, within thirty (30) days after submission of such written material. Each party shall bear its own costs.
10. The City and Foundation shall not discriminate based on race, color, religion, sex or sexual orientation, or national origin in the performance of this Agreement. In addition, neither party shall discriminate on any basis in the selections of persons dealing with the operation of the Cemetery nor the appointment of members to any committee, board, director or trustee.
11. No officer or member of the Foundation, nor the City, shall serve in the future hereafter with compensation for Cemetery work or business unless agreed to by both parties.
12. This Agreement will supersede all prior Agreements or understandings of the parties, and will be effective when signed by an authorized representative of the Foundation and by the Mayor of the City. Unless such execution occurs, the provisions of this memorandum are not binding.

That this agreement may be renewed by the parties for an additional five (5) year period at the expiration of this contract.

(Approved 2/5/06)



APPENDIX 4. FRANCHISE ORDINANCES

A 4.1 Franchise Agreement to Provide Cable Services between the City of Oxford and the City of Covington, June 18, 1999

A. Grant of Authority.

1. **Grant of Franchise.** The Franchising Authority hereby grants under the Cable Act, a nonexclusive franchise (the "franchise") to occupy and use the streets within the franchise area in order to construct, operate, maintain, upgrade, repair and remove the system, to provide services through the system, subject to the terms and conditions of this Agreement. The franchise only authorizes the supplier to provide cable service and other broadband services and does not authorize any other services. The supplier shall obtain a separate franchise or other authorization required by the Franchising Authority to provide services other than cable services and other broadband services in the franchise area, through the communications system or otherwise, to the extent such franchise or authorization is required pursuant to applicable federal, state or local law, regulation or ordinance. Nor shall such franchise be construed to authorize the license or lease to any person or entity of the right to occupy or use the public rights-of-way for the conduct of any private business unless such person or entity has obtained a franchise or right-of-way agreement from the City for such use.
 - a. **Certain Actions by the Supplier Before Execution.** Prior to the execution of this Agreement, the supplier has satisfied certain conditions prior to the Franchising Authority's granting of the renewal of this Agreement by delivering to the Franchising Authority the following:
 - (1) A certificate of liability insurance pursuant to Section A 4.10(A) herein; and
 - (2) Evidence of payment of franchise fees for the period up to the effective date of the renewed franchise.
2. **Term of Franchise.** The franchise shall commence upon the effective date and shall expire on April 2014, unless the franchise is renewed or the franchise is sooner terminated pursuant to this Agreement by the revocation of the franchise as provided in Section A 4.9. Upon termination of the franchise, all rights of the supplier in the franchise shall cease, and the rights of the Franchising Authority and the supplier to the system, or any part thereof, shall be determined as provided in Section A 4.9.
3. **Renewal.** Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the franchise agreement.
4. **Reservation of Authority.** Nothing in this Agreement shall
 - a. Abrogate the right of the Franchising Authority to perform any public works or public improvements of any description,
 - b. Be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the supplier or any person utilizing the system to secure the appropriate permits or authorizations for such use, or
 - c. Be construed as a waiver or release of the rights of the Franchising Authority in and to the streets. In the event that all or part of the streets within the franchise area are eliminated, discontinued and closed, the franchise shall cease with respect to such streets upon the effective date of the final action of the Franchising Authority with respect thereto.

A 4.2 The System

A. The System and Its Operations.

1. **General Obligation.** The supplier shall construct, operate, maintain, and upgrade the system as provided in this Agreement. Without limiting the foregoing, the system shall have, throughout the term of this Agreement, at least eight (8) activated downstream video channels on the subscriber network and the other characteristics set forth in Supplement B.
2. **Testing Procedures: Technical Performance.** Throughout the term of this Agreement,

the supplier shall operate and maintain the system in accordance with the testing procedures and the technical performance standards of the FCC in effect from time to time.

3. **Emergency Override.** Throughout the term of the franchise, the system will be equipped such that, in the event of an emergency, as determined by the Franchising Authority, audio and video signals being distributed over the system shall be subject to interruption for the delivery of appropriate signals necessitated by such emergency. The emergency override system will be operated in accordance with Supplement B and rules and regulations issued by the Franchising Authority as permitted by applicable law.

B. Requirements with Respect to Work on the System.

1. **General Requirements.** The supplier shall comply with the terms set forth in Supplement C in connection with all work involved in the construction, operation, maintenance, repair, upgrade, and removal of the system, in addition to any other requirements or procedures reasonably specified by the Franchising Authority. All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the Franchising Authority or any other agency or authority of competent jurisdiction that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the health or safety of any person, then the supplier shall, at its own cost and expense, promptly correct all such conditions.
2. **No Liability to Supplier or Affiliated Persons.** Neither the Franchising Authority nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the supplier or any affiliated person for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any part of the system by or on behalf of the supplier or the Franchising Authority in connection with any emergency, public work, public improvement, alteration of any municipal structure, any change in the grade or line of any street, or the elimination, discontinuation, and closing of any street, as provided in this Agreement. The foregoing provision freeing the Franchising Authority from liability pursuant to this Section shall not apply to damages caused by violation of Chapter 25-9 of the Official Code of Georgia Annotated, relating to notification prior to excavation near underground utilities, as now or hereafter amended.

A 4.3 Service Obligations

- A. **Service to All Persons.** The Supplier shall make all services distributed over the system available to every dwelling unit within the franchise area reaching the minimum density of at least twenty-five (25) dwelling units per mile. Service shall be offered to all new homes or previously unserved single dwellings located within one hundred and fifty feet (150') of supplier's feeder cable. Service to new subdivisions shall be offered when residences meet the above criteria or are thirty percent (30%) inhabited. The supplier may elect to offer services to areas not meeting the above standards.
- B. **Programming Services.** The supplier shall offer to all subscribers a diversity of video programming services.
- C. **No Discrimination.** Neither the supplier nor any affiliated person shall discriminate or permit discrimination between or among any persons in the availability of services. It shall be the right of all persons to receive continuously all available services insofar as their financial and other obligations to the supplier are satisfied.
- D. **Service to Governmental and Institutional Facilities.** The Supplier shall provide wiring and free expanded basic service to the following governmental, educational and institutional facilities that are located in the franchise area and are adjacent to cable service: Oxford City Hall.
- E. **PEG Access.** In accordance with Section 611 of the Cable Act (47 U.S.C. § 531), the supplier agrees to provide channel capacity to be designated for public, educational or governmental ("PEG") use and related equipment and facilities, services and/or financial support for the development and use of PEG access. The capacity and related equipment and facilities, services and financial support to be provided shall be determined in light of community needs and interests and shall be made available by the supplier upon twelve (12) months advance notice given by the Franchising Authority. The terms and conditions of such PEG access channels and related support as agreed upon between the Franchising Authority and the supplier shall be attached to this Agreement in Supplement G. In accordance with

Section 611 of the Cable Act (47 U.S.C. § 531), the Franchising Authority may require rules and procedures for the use of PEG capacity and shall prescribe rules and procedures to govern the supplier's use of the PEG channel capacity when it is not in use for PEG access purposes.

A 4.4 Fees and Charges

- A. Rates, Fees and Charges to Be Set Forth in Supplement D.** All rates, fees, charges, deposits and associated terms and conditions to be imposed by the supplier or any affiliated person for any service as of the effective date are set forth in Supplement D. Before any new or modified rate, fee, charge, deposit or associated term or condition may be imposed, the supplier must submit to the Franchising Authority a revised Supplement D reflecting the modification, and notify affected subscribers (which may be by any means permitted under applicable law). Submission of a supplier rate card which reflects all current rates, fees, charges, deposits and associated terms and conditions will satisfy the requirements of this Section.
- B. Prohibition Against Discrimination in Fees and Charges.** Except to the extent otherwise expressly permitted by applicable law (and after receiving the Franchising Authority's approval, to the extent such approval may be permitted under applicable law),
1. Neither the supplier nor any affiliated person shall discriminate or permit discrimination between or among any persons in the rates, terms and conditions for any service, except as set forth below;
 2. The supplier shall provide service to each resident at the same rates charged to all other residential subscribers;
 3. The supplier shall not require the subscription to any tier other than the basic service tier as a condition of access to video programming offered on a per channel or per program basis; and
 4. The supplier shall not discriminate between subscribers to the basic service tier and other subscribers with regard to the rates charged for video programming offered on a per channel or per program basis.
- The foregoing requirements shall not prevent (to the extent expressly permitted by applicable law (and after receiving the Franchising Authority's approval, to the extent such approval may be permitted under applicable law) the use of:
1. Different charges for residential subscribers than for nonresidential subscribers, except with respect to basic service;
 2. Short-term sales promotions and other short-term discounts or reduced charges;
 3. Reasonable discounts or reduced charges to senior citizens or other economically disadvantaged groups; or
 4. Bulk rate arrangements.
- C. Parental Control Devices.** Upon the request of a subscriber, the supplier shall provide (by sale or lease) to each subscriber, one of the following devices by which the subscriber can block completely the video and audio signals of a particular cable service during periods selected by that subscriber:
1. A parental control device; or
 2. A converter with a parental control feature; or
 3. Within a reasonable time after the request, a filter, trap or other method or device. The choice of such device shall be at the subscriber's election, to the extent required under applicable law, and shall be delivered in the shortest period required under applicable law after the subscriber's request.
- D. Franchising Authority's Regulation of Fees and Charges.** The Franchising Authority reserves the right to regulate the rates, fees, charges, deposits and associated terms and conditions for any service provided pursuant to this Agreement to the fullest extent permitted by applicable law, and the Franchising Authority may establish rules and regulations in connection therewith from time to time. In connection with such regulation, the Franchising Authority shall comply with FCC rules and provide the public with an opportunity to comment.

A 4.5 Consumer Protection and Customer Service; Subscriber Bills; and Privacy Protection

- A. Customer Service and Consumer Protection Standards.** Supplier to comply with standards provided under FCC Rules. The supplier shall comply in all respects with the requirements set forth in Supplement E and the customer service requirements established by the FCC pursuant to Section 632(c) of the Cable Act (47 U.S.C. § 552(c)).
- B. Subscriber Bills: Bill Format Generally.** Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to subscribers, and in a way that
1. Is not misleading,
 2. Does not omit material information, and
 3. Does not mischaracterize any information.
- The supplier may itemize costs on subscriber bills, to the extent permitted by Section 622(c) of the Cable Act (47 U.S.C. § 542(c)) and the FCC's rules thereunder.
- C. Privacy Protection.**
1. **Supplier To Protect Privacy.** The supplier shall protect all persons against invasions of privacy and shall comply with applicable law, including, without limitation, Section 631 of the Cable Act (47 U.S.C. § 551) and regulations adopted pursuant thereto.
 2. **Supplier To Provide Certain Information To Franchising Authority.** The Supplier shall cooperate with the Franchising Authority so as to ensure the Franchising Authority's ability to enforce the terms and conditions of this Agreement to the maximum extent permitted by applicable law.

A 4.6 Compensation and Other Payments

- A. Compensation to the Franchising Authority.** As compensation for the franchise, the supplier shall pay, or cause to be paid, to the Franchising Authority the amounts set forth in this Section A 4.6(A).
1. **Franchise Fees: Amount.** The supplier shall pay to the Franchising Authority franchise fees in the maximum amount permitted by applicable law, but in no event for any twelve (12) month period shall the franchise fee be less than an amount equal to five percent (5%) of gross revenue derived from the operation of the communications system to provide cable services.
 2. **Franchise Fees: Payment.** All such payments of franchise fees shall be made on an annual basis and shall be remitted simultaneously with the submission of the supplier's annual report required pursuant to Section A 4.6.
 3. **Supplier To Submit Franchise Fee Report.** The supplier shall submit to the Franchising Authority a report, in the form provided in Supplement F, not later than thirty (30) days after the last day of each year throughout the term of this Agreement setting forth the gross revenue for the year ending on said last day.
 4. **Franchise Fee Payments Subject to Audit: Remedy for Underpayment.** No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for farther or additional sums payable under this Agreement, and all amounts paid shall be subject to audit and recomputation by the Franchising Authority. If, as a result of such audit or any other review, the Franchising Authority determines that the supplier has underpaid its fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the supplier shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants.
- B. Payments Not to Be Set Off Against Taxes or Vice Versa.** The parties agree that the compensation and other payments to be made pursuant to this Section A 4.6 and any other provision of this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all taxes of general applicability or other fees or charges (including any fees or charges which may be imposed on the supplier for the use of poles, conduits or similar facilities that may be owned or controlled by the Franchising Authority) which the supplier or any affiliated person shall be required to pay to the Franchising Authority.

- C. **Interest on Late Payments.** If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement or by the Franchising Authority, the supplier shall pay interest thereon, from the due date to the date paid at a rate of one percent (1%) per month, compounded daily, for the period of delinquency.
- D. **Continuing Obligation.** In the event the supplier continues to operate all or any part of the system after the term of this Agreement, then the supplier shall continue to comply with all applicable provisions of this Agreement, including, without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this Agreement or the franchise.

A 4.7 Oversight and Regulation

- A. **Franchising Authority's Right of Oversight.** The Franchising Authority shall have the right to oversee, regulate, and periodically inspect the construction, operation, maintenance and upgrade of the system, and all parts thereof, in accordance with the provisions of this Agreement and applicable law, including the Franchising Authority's police power.
- B. **Reports.** At the request of the Franchising Authority, the supplier shall promptly submit to the Franchising Authority such information as the Franchising Authority may request regarding the supplier, its compliance with any term or condition of this Agreement, with respect to the system or its operation, any service distributed over the system, or any activity or function associated with the production or distribution of any service over the system.
- C. **Supplier To Maintain Books, Records and Files.**
 - 1. **Books and Records.** Throughout the term of the Agreement, the supplier shall maintain in the franchise area, or make available in the franchise area within thirty (30) business days, complete and accurate books of account and records regarding the supplier's ownership and operation of the system and the provision of services over the system, in a manner reasonably acceptable to the Franchising Authority, including without limitation, books of account and records adequate to enable the supplier to demonstrate that it is, and throughout the term of this Agreement has been, in compliance with this Agreement. All such documents pertaining to financial matters which may be the subject of an audit by the Franchising Authority shall be retained by the supplier for a minimum of two (2) years following termination of this Agreement.
 - 2. **File for Public Inspection.** Throughout the term of this Agreement, the supplier shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.
 - 3. **Performance Evaluation.** Upon the Franchising Authority's request, but not prior to two (2) years after the effective date and not more frequently than every two (2) years, the supplier shall prepare a status presentation, to provide information to the Franchising Authority regarding system performance, customer service satisfaction, and future system and programming planning. If on evaluating the status presentation contents, the Franchising Authority determines that additional information is needed to complete the evaluation, the supplier shall provide additional relevant data. Should the Franchise Authority determine that, based on the presentation and additional information presented, if any, and expressed community concerns, that cable service or customer service do not meet the standards set forth in this Agreement, then the Franchising Authority may administer the remedies as provided for in Section A 4.9 of this Agreement.
 - 4. **Franchising Authority's Rights of Inspection and Audit.**
 - a. **Right of Inspection: General.** Upon notice to the supplier, the Franchising Authority or its designated representatives, shall have the right to examine, in the franchise area, all books and records pertaining to the supplier's or any affiliated person's ownership or operation of the system or to the supplier's or affiliated person's provision of services over the system. Further, during normal business hours and upon notice to the supplier, the Franchising Authority or its designated representatives may inspect and examine any other aspect of the system, including facilities and equipment thereof.

- b. **Treatment of Proprietary Information.** Access by the Franchising Authority to any of the documents, records or other information covered by this section shall not be denied by the supplier on grounds that such documents, records or information are alleged by the supplier to contain proprietary information, provided that this requirement shall not be deemed to constitute a waiver of the supplier's right to assert that the proprietary information contained in such documents, records or other information, should not be disclosed and to withhold such information upon the Agreement of the Franchising Authority. If the responsible franchising official concurs with the supplier's assertion regarding the proprietary nature of such information, the Franchising Authority will not disclose such information to any person, unless required by applicable law or order of governmental authority. If the responsible franchising official does not concur with such assertion, then the supplier may appeal such decision to the appropriate individuals or bodies within the Franchising Authority in accordance with applicable laws and procedures. If the Franchising Authority does not concur with the supplier's assertion, or if the supplier does not appeal, then the supplier shall promptly provide such documents, including the alleged proprietary portion thereof, to the Franchising Authority, provided that the supplier shall not be required to provide the proprietary portion thereof during the pendency of any court challenge to such provision.
- c. **Franchising Authority May Conduct Compliance Audit and Hearings.** The Franchising Authority may conduct a full compliance audit and hold public hearings at any time during the term of the franchise, provided it gives the supplier written notice ten (10) business days in advance of the commencement of a public hearing and thirty (30) days written notice in advance of an audit.

A 4.8 Restrictions Against Assignments and Other Transfers

- A. **Transfer of Franchise or Interest Therein.** Neither the supplier nor any other person may transfer the franchise or any of the supplier's rights or obligations in or regarding the system or the franchise without the prior written consent of the Franchising Authority.
- B. **Transfer of Control.** No change in control of the supplier, the system or the franchise shall occur after the effective date, by act of the supplier or any affiliated person, by act of any person holding control of the supplier, the system or the franchise, by operation of law, or otherwise, without the prior written consent of the Franchising Authority.
- C. **Procedures.** Any request for approval shall be handled by the Franchising Authority in accordance with its customary rules and procedures. Consistent with Section 617 of the Cable Act and with regulations of the FCC, in connection with any request for approval, the franchisee shall submit to the Franchising Authority a completed FCC Form 394, Application for Franchising Authority Consent to Assignment or Transfer of Control of Cable Television Franchise, and such other evidence of the proposed transferee's legal, technical and financial copy qualifications as may be in accordance with the regulations of the FCC and such other information as the Franchising Authority may reasonably request. A Franchising Authority shall have one hundred and twenty (120) days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and any other information as the Franchising Authority may reasonably request. If the Franchising Authority fails to render a decision on the request within one hundred and twenty (120) days, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

A 4.9 Specific Rights and Remedies

- A. **Not Exclusive.** The Supplier agrees that the Franchising Authority shall have the specific rights and remedies set forth in this Section A 4.9. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the Franchising Authority to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the Franchising Authority shall not release the supplier from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement

or as necessary to avoid duplicative recovery from or payments by the supplier.

B. Events of Default.

1. **Grounds.** The supplier agrees that an event of default shall include, but shall not be limited to, any of the following acts or failures to act by the supplier or any affiliated person:
 - a. Any substantial failure to comply with any material provision of this Agreement that is not cured within thirty (30) days after notice pursuant to this Section A 4.9;
 - b. The occurrence of any event which may reasonably lead to the foreclosure or other similar judicial or nonjudicial sale of all or any material part of the system;
 - c. The condemnation by a public authority other than the Franchising Authority, or sale or dedication under threat or in lieu of condemnation, of all or any part of the system, the effect of which would materially frustrate or impede the ability of the supplier to carry out its obligations, and the purposes of this Agreement;
 - d. In the event that the supplier shall suspend or discontinue its business;
 - e. If there shall occur any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law or the expiration without renewal of any such authorization, and such events either individually or in the aggregate, materially jeopardize or could reasonably be expected to materially jeopardize the system or its operation;
 - f. A persistent failure by the supplier, its affiliated persons or its guarantor(s), as applicable, to comply with any of the provisions, terms or conditions of this Agreement or with any rules, regulations, orders or other directives of the Franchising Authority after having received notice of a failure to comply; or
 - g. The supplier fails to comply with any of the actions described in Sections A 4.8(A) and A 4.8(B), which require prior express written consent of the Franchising Authority.
2. **Franchising Authority Action Upon Occurrence of Event of Default.** Upon the occurrence of an event of default, then, in accordance with the procedures provided in Section A 4.9 (B)(3), the Franchising Authority may, at any time during the term of this Agreement:
 - a. Require the supplier to take such actions as the Franchising Authority deems reasonably appropriate in the circumstances; and/or
 - b. Seek money damages from the supplier as compensation for such event of default; and/or
 - c. Seek to obtain the appointment of a court-appointed trustee or similar person to take any actions which the Franchising Authority deems appropriate in the circumstances; and/or
 - d. Revoke the franchise by termination of this Agreement pursuant to this Section A 4.9.

Upon the occurrence of an event of default under Section A 4.9(B)(1)(g), the court's determination shall be deemed a final determination by the Franchising Authority under Section A 4.9(B)(3) and in addition to pursuing any of the actions set forth in this Section A 4.9(B)(2), the Franchising Authority may issue a directive to correct such conditions, consistent with this Agreement and the determination of the court, without following the procedural requirements of Section A 4.9(B)(3).
3. **Breach Procedures.** The Franchising Authority shall exercise the rights provided in Section A 4.9(B)(2) in accordance with the procedures set forth below:
 - a. The responsible franchising official shall notify the supplier, in writing, of an alleged event of default, which notice shall specify the alleged event of default with reasonable particularity. The supplier shall, within fifteen (15) days after receipt of such notice or such longer period of time as the responsible franchising official may specify in such notice, either cure such alleged event of default or, in a written response to the responsible franchising official, either present facts and arguments in refutation or excuse of such alleged event of default or state that such alleged event of default will be cured and set forth the method and time schedule for accomplishing such cure.
 - b. The responsible franchising official shall determine
 - (1) Whether an event of default has occurred;
 - (2) Whether such event of default is excusable; and
 - (3) Whether such event of default has been cured or will be cured by the supplier.
 - c. If the responsible franchising official determines that an event of default has occurred

and that such event of default is not excusable and has not been or will not be cured by the supplier in a manner and in accordance with a schedule reasonably satisfactory to the responsible franchising official, then the responsible franchising official shall prepare a written report which may recommend the action to be taken by the Franchising Authority's governing body. The Franchising Authority shall provide notice and a copy of such report to the supplier. In the event that the Franchising Authority's governing body determines that such event of default has not occurred, or that such event of default either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Franchising Authority's governing body, or that such event of default is excusable, such determination shall conclude the investigation.

- d. If the Franchising Authority's governing body determines that such event of default has occurred, and that such event of default has not been and will not be cured in a manner and in accordance with a schedule reasonably satisfactory to the Franchising Authority's governing body, and that such event of default is not excusable, then the Franchising Authority may take any of the actions provided in Section A 4.9(B)(2).

C. Termination. In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the Franchising Authority may:

- 1. Direct the supplier to cooperate with the Franchising Authority or third party in maintaining continuity in the distribution of services to subscribers over the system for a period of up to three (3) months or
- 2. Order the supplier to cease all construction and operational activities in a prompt and workmanlike manner.

D. Franchising Authority's Right to Order Removal or to Acquire or Effect a Transfer of the System.

- 1. **Removal.** In addition to its rights under Section A 4.9(C), upon any termination, the Franchising Authority may issue a removal order directing the supplier to remove, at the supplier's sole cost and expense, all or any portion of the system from all streets and other public or nonpublic property within the franchise area, subject to the following:
 - a. In removing the system, or any part thereof, the supplier shall, at its own expense, refill and compact any excavation it makes, and shall leave the streets and other property, including utility cables, wires and attachments, in as good condition as that prevailing prior to the supplier's removal of the system;
 - b. The liability insurance and indemnity provisions of this Agreement shall remain in full force and effect during the period in which the system is being removed and the associated repairs to the streets and other property are being made; and
 - c. If in the reasonable judgment of the Franchising Authority, the supplier fails to substantially complete removal, including repair of the streets and other property within twelve (12) months of the Franchising Authority's issuance of a removal order, the Franchising Authority shall have the right to:
 - (1) Authorize removal of the system, at the supplier's cost, by another person; and
 - (2) Declare that all rights, title and interest to the system belong to the Franchising Authority, including any portion of the system not designated for removal, without compensation to the supplier. The supplier shall execute and deliver such documents as the Franchising Authority may request, to evidence such ownership by the Franchising Authority.

Notwithstanding the foregoing, the supplier may dispose of any portion of the system not designated by the Franchising Authority for removal during such twelve (12) month period, provided, however, that if the supplier fails to complete the removal of the portion(s) of the system designated for removal by the Franchising Authority within such period, then all such portion(s) of the system not disposed of and all amounts collected for any portion(s) of the system disposed of by the supplier during such period shall belong to the Franchising Authority, with no price due to the supplier.

2. **Acquisition or Transfer.** Upon any termination and as an alternative to ordering removal of the system, the Franchising Authority may acquire ownership of the system or effect a transfer of ownership to a third party.
3. **Price.** The price to be paid to the supplier upon an acquisition or transfer by the Franchising Authority shall be pursuant to Section 627 of the Cable Act.
4. **Supplier's Obligations.** In the event of any acquisition, transfer or abandonment pursuant to Section A 4.9(D), the supplier shall promptly supply the Franchising Authority or third person with all records necessary to reflect the change in ownership and to operate and maintain the system.

A 4.10 Insurance and Indemnity

A. Insurance.

1. **Specifications.**
 - a. **Liability Insurance.** Throughout the term of this Agreement, the supplier shall, at its own cost and expense, maintain a liability insurance policy or policies that are in an acceptable form to the Franchising Authority, together with evidence acceptable to the Franchising Authority demonstrating that the premiums for said policy or policies have been paid. Such policy or policies shall be issued by companies duly licensed to do business in the state of Georgia and acceptable to the Franchising Authority. Such companies must carry a rating by best of not less than "A." Such policy or policies shall insure
 - (1) The supplier and
 - (2) The Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees (through appropriate endorsements if necessary) against each and every form of liability of the supplier referred to in this Agreement in the minimum combined amount of one million dollars (\$1,000,000.00) for bodily injury and property damage. The foregoing minimum limitation shall not prohibit the supplier from obtaining a liability insurance policy or policies in excess of such limitations, provided that the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees shall be named as additional insured to the full extent of any limitation contained in any such policy or policies obtained by the supplier.
 - b. **Workers' Compensation.** The supplier shall ensure its compliance with the Georgia Workers' Compensation Act and in that regard shall secure insurance to cover its obligations with respect to workers' compensation claims, or take other appropriate steps, which insurance and steps shall be in form and substance reasonably satisfactory to the Franchising Authority. The supplier shall indemnify and hold harmless the Franchising Authority from any workers' compensation claims to which the supplier may become subject during the term of this Agreement.
2. **Maintenance.** The liability insurance policies required by this Section A 4.10(A)(1) shall be maintained by the supplier throughout the term of this Agreement and such other period of time during which the supplier operates or is engaged in the removal of the system. Each such liability insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the Franchising Authority, by registered mail, of a written notice of such intent to cancel or not to renew." Within sixty (60) days after receipt by the Franchising Authority of said notice, and in no event later than thirty (30) days prior to said cancellation, the supplier shall obtain and furnish to the Franchising Authority replacement insurance policies in a form reasonably acceptable to the Franchising Authority.
3. **Increased Insurance Coverage.** In the event of any changed circumstances following the effective date, if the Franchising Authority wishes to alter the minimum limitation of the liability insurance policy or policies required in this Section A 4.10(A), then the Franchising Authority and the supplier shall negotiate such alteration in good faith.
4. **Liability Not Limited.** The legal liability of the supplier and any affiliated person to the

Franchising Authority and any person for any of the matters which are the subject of the liability insurance policies required by this Section A 4.10(A), including, without limitation, the supplier's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the supplier.

B. Liability and Indemnity.

1. **No Liability for Damages.** In accordance with Section 635A of the Cable Act (47 U.S.C. § 555a), the Franchising Authority, its officers, employees, agents, attorneys, consultants and independent contractors shall have no liability to the supplier, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of a franchise. Any relief to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.
2. **Indemnification of the Franchising Authority.** The supplier and each affiliated person shall:
 - a. Defend, indemnify, and hold harmless the Franchising Authority, its officers, employees, agents, attorneys, consultants and independent contractors from and against all liabilities, special, incidental, consequential, punitive, and all other damage, cost, and expense (including reasonable attorneys' fees) arising out of or in connection with:
 - (1) The award of this franchise;
 - (2) The construction, operation, maintenance, repair, upgrade or removal of, or any other action or event with respect to, the system or any activity or function associated with the production or distribution of any service over the system; or
 - (3) The distribution of any service over the system; and
 - b. Cooperate with the Franchising Authority, by providing such nonfinancial assistance as may be requested by the Franchising Authority, in connection with any claim arising out of or in connection with the selection of franchisees for, or the negotiation or award of, this Agreement.

A 4.11 Miscellaneous

- A. Controlling Authorities.** This Agreement is made with the understanding that its provisions are controlled by the cable act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations.
- B. Addenda.** The addenda to this Agreement, attached hereto, and all portions thereof and exhibits thereto, are, except as otherwise specified in such addenda, incorporated herein by reference and expressly made a part of this Agreement.
- C. Nonexclusive franchise.** The franchise is nonexclusive. Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any person, or to itself, a franchise, consent, or right to occupy and use the streets, or any part thereof, for the construction, operation, or maintenance of all or any part of a communications system within the franchise area or for any other purpose.
- D. Enforceability of Agreement; No Opposition.** By execution of this Agreement, the supplier acknowledges the validity of the terms and conditions of this Agreement under applicable law in existence on the effective date, and pledges it will not assert in any manner at any time or in any forum that this Agreement, the franchise, or the processes and procedures pursuant to which this Agreement was entered into and the franchise was granted are not consistent with the applicable law in existence on the effective date.
- E. Entire Agreement.** This Agreement, including all appendices, embodies the entire understanding and agreement of the Franchising Authority and the supplier with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the supplier with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any supplement to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the supplier. All ordinances or

parts of ordinances or other agreements between the supplier and the city that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

- F. Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

The Franchising Authority: The City of Oxford, GA
110 West Clark
Oxford, Georgia 30054

Supplier: The City of Covington, GA
P.O. Box 1527
Covington, Georgia 30015-1527

- G. Additional Representations and Warranties.** In addition to the representations, warranties, and covenants of the supplier to the Franchising Authority set forth elsewhere herein, the supplier represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the effective date.

1. **Organization, Standing and Authorization.** The supplier is a municipal corporation duly organized and validly existing under the laws of the state of Georgia and is duly authorized to do business in the state of Georgia and in the franchise area.
2. **Compliance with Law.** The supplier is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the system and has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the system.

- H. Maintenance of System in Good Working Order.** Until the termination of this Agreement and the satisfaction in full by the supplier of its obligations under this Agreement, in consideration of the franchise, the supplier agrees that it will maintain all of the material properties, assets and equipment of the system, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

- I. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the supplier, its successors, and assigns.

- J. No Waiver; Cumulative Remedies.** No failure on the part of the Franchising Authority or the supplier to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section A 4.9 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section A 4.9 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority under applicable law, subject in each case to the terms and conditions of this Agreement.

- K. Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

- L. No Agency.** The supplier shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the Franchising Authority.

- M. Governing law.** This Agreement shall be deemed to be executed in the City of Oxford, state of Georgia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the state of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

- N. Survival.** All representations and warranties contained in this Agreement shall survive the term of the Agreement.

- O. Claims under Agreement.** The Franchising Authority and the supplier agree that, except to the

extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States (federal court) located in Georgia or in a court of the state of Georgia of appropriate jurisdiction. To effectuate this Agreement and intent, the Supplier agrees that if the Franchising Authority initiates any action against the supplier in federal court or in a Georgia court, service of process may be made on the supplier either in person, wherever such supplier may be found, or by registered mail addressed to the supplier at its office in the franchise area as required by this Agreement, or to such other address as the supplier may provide to the Franchising Authority in writing.

- P. Modification.** Except as otherwise provided in this Agreement, any supplement to this Agreement, or applicable law, no provision of this Agreement nor any supplement to this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the supplier, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

A 4.12 Supplement A. Defined Terms

For purposes of the Agreement to which this Supplement A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

- A. Abandonment.**
1. The cessation, by act or failure to act of the supplier of the provision of all, or substantially all, of the services then being provided over the system to subscribers or the Franchising Authority for twenty-four (24) or more consecutive hours, except if due to an event beyond the control of the supplier; or
 2. The completion of any action described in Section A 4.8(A) or A 4.8(B) of the Agreement without the prior written consent of the Franchising Authority.
- B. Affiliated Person.** Each person who falls into one or more of the following categories:
1. Each person having, directly or indirectly, a controlling interest in the supplier;
 2. Each person in which the supplier has, directly or indirectly, a controlling interest;
 3. Each officer, director, general partner, limited partner holding an interest of twenty-five percent (25%) or more, joint venturer or joint venture partner, of the supplier; and
 4. Each person, directly or indirectly. Controlling, controlled by, or under common control with, the supplier; provided that "affiliated person" shall in no event mean the Franchising Authority, the entity, if any, administering some or all of the access channels, any limited partner holding an interest of less than twenty-five percent (25%) of the supplier, or any creditor of the supplier solely by virtue of its status as a creditor and which is not otherwise an affiliated person by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the supplier.
- C. Agreement.** The Agreement to which this Supplement A is appended, together with all appendices attached thereto and all amendments or modifications thereto.
- D. Basic Service.** Any service tier which includes the retransmission of local television broadcast signals and any equipment or installation used in connection with basic service.
- E. Cable Act.** Title VI of the Communications Act of 1934 as amended 47 U.S.C. §§ 521 et seq.
- F. Communications System.** A "cable system" as defined in the Cable Act.
- G. Cable Service.**
1. The one-way transmission to subscribers of video programming or other programming service and
 2. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.
- H. Channel.** A "channel" or "cable channel" as defined in the Cable Act.
- I. Supplier.** The City of Covington, a municipal corporation duly organized and validly existing under the laws of the State of Georgia, whose principal place of business is located at Covington, Georgia.
- J. Control or Controlling Interest.** Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative

- control, as the case may be, of the system, the franchise or the supplier.
- K. FCC.** The Federal Communications Commission, its designee, or any successor thereto.
 - L. Franchise Area.** The city limits of the City of Oxford including any areas annexed by the Franchising Authority during the term of the franchise as determined by the Franchising Authority.
 - M. Franchising Authority.** The City of Oxford, Georgia or, as appropriate in the case of specific provisions of this Agreement, any board, bureau, authority, agency, commission, department of, or any other entity of or acting on behalf of, the City of Oxford, Georgia, or any officer, official, employee, or agent thereof, any designee of any of the foregoing, or any successor thereto.
 - N. Gross Revenue.** All revenue received either directly or indirectly, by the supplier or its affiliated entities, from providing cable services over the communications system and attributable to the operation of the cable system, including but not limited to basic subscriber and additional service, monthly fees, pay cable fees, installation and reconnection fees, leased channel fees, converter or other equipment rentals, studio rentals, production equipment and personnel fees, and advertising revenues and home shopping commissions; provided however, that gross revenue shall not include bad debt, taxes or copyright fees on services furnished by the supplier herein imposed directly upon any subscriber or user by the state, local or other governmental unit and collected by the supplier on behalf of said governmental unit.
 - O. Other Broadband Services.** High-speed digital or data connection/transmission services which utilizes the System, including, but not limited to, high-speed data and Internet access, IP telephony, and video/audio streaming.
 - P. Pay Service.** Any cable service offered on a per channel or per program basis.
 - Q. Person.** Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.
 - R. Responsible Franchising Official.** The body, organization or official to whom the applicable rights or obligations have been delegated by the Franchising Authority pursuant to applicable law.
 - S. Service.** Any cable service including any basic service, including the provision of any equipment and any installation of equipment or facilities and monthly use thereof, whether originated by the supplier or any other person, which is offered to any person in conjunction with, or distributed over, the system, but does not include services other than cable service.
 - T. Signal.** Any transmission of radio frequency energy or of optical information.
 - U. Streets.** The surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the Franchising Authority and any other property within the franchise area to the extent to which there exist public easements or public rights of way.
 - V. Subscriber.** Any person lawfully receiving any service provided by the supplier by means of or in connection with the system, whether or not a fee is paid for such service.
 - W. Subscriber Network.** That portion of the system over which cable services are provided primarily to residential subscribers.
 - X. System.** The communications system which is to be constructed, operated, maintained and upgraded, as necessary, by the supplier pursuant to this Agreement, including, without limitation, all real property, all tangible and intangible personal property, buildings, offices, furniture. Subscriber lists, cables, amplifiers and all other electronic devices used in connection therewith and all rights, contracts and understandings with regard to any matter related thereto.

A 4.13 Supplement B: System Characteristics

The System operated by the supplier is design and has been constructed in compliance with standards as well as ongoing system maintenance in conformance with FCC rules and regulations.

The System.

- A.** Has a forward or downstream bandwidth of fifty (50) MHz to five hundred fifty (550) Mhz.
- B.** Is designed to accommodate a reverse upstream bandwidth of five (5) MHz to forty (40) Mhz.
- C.** Incorporates a Fiber-to-the-Service-Area ("FSA") or equivalent architecture to include:

1. A minimum of four (4) fiber optic strands allocated to each fiber optic node.
 2. Spare fiber optic strands strategically installed to facilitate system growth and unanticipated needs.
 3. State-of-the-art coaxial (RF) passive and active electronics installed that are capable of five hundred and fifty (550) MHz bandwidth, or greater.
 4. Standby power supplied to each fiber optic nodes, capable of nominally supplying ninety (90) minutes of standby operation.
- D.** Provide subscribers with fifty (50) activated channels of programming.
- E.** Allow for additional programming channels which may be added in the future.
- F.** Have total system performance significantly exceeding all applicable FCC technical performance requirements.
- G.** Comply with all federal, state, and local requirements.

The emergency override capacity of the system as provided for in Section A 4.2(A)(3) will be operated in accordance with the local government's emergency management procedures.

A 4.14 Supplement C: General Requirements for Work on the System

- A. Licenses and Permits.** The supplier shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the system, or any part thereof, prior to commencement of any such activity.
- B. New Grades or Lines.** If the grades or lines of any street within the franchise area are changed at any time during the term of the Agreement, then the supplier shall, at its own cost and expense and upon the request of the Franchising Authority, protect or promptly alter or relocate the system, or any part thereof, so as to conform with such new grades or lines. In the event that the supplier refuses or neglects to so protect, alter, or relocate all or part of the system, the Franchising Authority shall have the right to break through, remove, alter, or relocate all or any part of the system without any liability to the supplier and the supplier shall pay to the Franchising Authority the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- C. Protect Structures.** In connection with the construction, operation, maintenance, repair, upgrade, or removal of the system, the supplier shall, at its own cost and expense, protect any and all existing structures belonging to the Franchising Authority and all designated landmarks. The supplier shall obtain the prior approval of the Franchising Authority before altering any water main, sewerage or drainage system, or any other municipal structure in the streets required because of the presence of the system in the streets. Any such alteration shall be made by the supplier, at its sole cost and expense, and in a manner prescribed by the Franchising Authority. The supplier agrees that it shall be liable, at its own cost and expense, to replace or repair and restore to serviceable condition, in a manner as may be specified by the Franchising Authority, any street or any municipal structure involved in the construction, operation, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of the supplier pursuant to the Agreement.
- D. No Obstruction.** In connection with the construction, operation, maintenance, repair, upgrade, or removal of the system, the supplier shall not obstruct the streets, subways, railways, passenger travel, river navigation, or other traffic to, from, or within the franchise area without the prior consent of the appropriate authorities.
- E. Movement of Wires.** The supplier shall, upon prior written notice by the Franchising Authority or any person holding a permit to move any structure, temporarily move its wires to permit the moving of said structure. The supplier may impose a reasonable charge on any person other than the Franchising Authority for any such movement of its wires.
- F. Safety Precautions.** The supplier shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting.
- G. Moving Wires.** The Franchising Authority may, at any time, in case of fire, disaster, or other emergency, as determined by the Franchising Authority, in its sole discretion, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the system, in which event the Franchising

Authority shall not incur any liability to the supplier, any affiliated person or any other person. When possible, the supplier shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the system shall be borne by the supplier.

A 4.15 Supplement D: Rates, Terms and Conditions

**COVINGTON CABLE TV
SCHEDULE OF RATES AND CHARGES**

Installation Charges

Standard Installation (One Inside Outlet) (Service Line to Residence under 200 ft. Over 200 ft. Additional Charges May Apply)	\$35.00
Free Standard Installation upon Termination of Present Satellite TV Services (See Customer Service Representative for Details).	
Additional Outlet Hookup (Existing Prewire) Each	\$25.00
Additional Outlet Installation Each (Covington Cable Cannot Fish Walls; See Note Below)	\$35.00
Underground Drop Burial Each	\$40.00

Service Charges

Program VCR (At Time of Hookup)	\$15.00
Program VCR (At Later Date)	\$35.00
Standard Service Call (No Wire Maintenance)	\$35.00
After Hours & Holiday Service Call (Non Outage Related) (Reg. Business Hours 8 a.m. to 5 p.m. Monday Through Friday)	\$50.00
Drop / Swap Premium Channel	\$20.00
Drop Expanded Tier to Antenna Basic	\$35.00
Reconnection after Nonpayment Disconnection	\$30.00
Relocate Outlet (Covington Cable Cannot Fish Walls; See Note Below)	\$25.00
Returned Check	\$30.00
Wire Maintenance Inspection	\$20.00

Monthly Charges

Antenna Basic	\$12.95
Expanded Basic	\$23.95
Pay Channels (HBO, Showtime, Cinemax) Each	\$10.00
Wire Maintenance Program	\$ 2.00
Late Payment Fee	\$ 5.00
Movie Guide	\$ 1.00

*NOTE: Covington Cable TV does not have the Equipment or Insurance to run wiring inside walls (wall fish). Please contact Licensed Electrical Contractor if you need a wall fish.

A 4.16 Supplement E: Customer Service Standards**A. Solicitation of Subscriptions.**

1. **Subscription Information.** Before providing any service to any potential subscriber and at least once a year to all subscribers, the supplier shall provide the following subscription information to all subscribers, in a clear, complete and comprehensible form:
 - a. A description of the cable services provided by the supplier, accompanied by a listing of the charges for each such service, either alone or in combination;
 - b. A listing of all rates, terms and conditions for each cable service or tier of cable service, both alone and in combination, and all other charges, such as for returned checks and for relocating cable outlets;
 - c. A general explanation of other communications devices which may be used in conjunction with the system, including, but not limited to, video cassette recorders, remote control devices, closed captioning decoders, parental control devices, and, if applicable, the use of publicly available equipment and a listing of the supplier's charges for connecting such devices to the system;
 - d. A description of the supplier's billing and collection procedures;
 - e. The procedure for the resolution of billing disputes, including the telephone number of the City office subscribers may call with regard to billing disputes, as specified by the Franchising Authority;
 - f. A description of the supplier's policies concerning credits for outages and reception problems, consistent with these customer service standards;
 - g. An explanation of the procedures and charges, if any, for upgrading, downgrading or disconnecting services, consistent with these customer service standards;
 - h. The required time periods for the completion of installation requests, consistent with these customer service standards, and an indication of the penalties for failure to complete installation within such time periods;
 - i. The complaint resolution process;
 - j. The procedures by which the subscriber will be notified of any rate increase;
 - k. The local numbers for the supplier's customer service telephone system;
 - l. A listing of the access channels and a description of the purposes and uses of such channels; and
 - m. A description of significant rights accorded to the subscriber pursuant to applicable law.

The supplier shall deliver three (3) copies of all such subscription information to the Franchising Authority within three (3) days after distributing it to the first subscriber so that the Franchising Authority may ensure that the information contained therein comports with these customer service standards and is not misleading. If the Franchising Authority determines that such information does not comport with these customer service standards or this Agreement or is misleading, the Franchising Authority may order the supplier to submit to any subscriber corrected subscription information. The supplier agrees that the City assumes no liability for the subscription information by virtue of its review of such information.

2. **Right of Rescission.** Anyone who requests the installation of cable service from the supplier shall have the right to rescind such request at any time prior to the point in time at which physical installation upon the premises begins. Anyone who requests a particular service from the supplier shall have the same right of rescission, except that such right shall expire once the requested service is actually received by such person.
3. **Marker Showing Converter Dial Locations.** The supplier will provide subscribers with a dial location card for all cable services, and will provide a new card showing the then-current channel lineup on an annual basis thereafter.
4. **Procedure for Installation.**
 - a. Once a request for cable service is received, the supplier shall specify one of the four (4) hour periods, as set forth in Section A 4.16(A)(4)(b) of this Supplement, during which the supplier's work crew shall install the necessary equipment to receive service.
 - b. The supplier shall provide installation services including initial installation, connection of additional outlets and upgrading of service continuously during the periods of 8:00

a.m. to 4:00 p.m., on weekdays. The Supplier shall provide installation throughout the franchise area on a nondiscriminatory basis.

- c. Unless a later date is requested by a potential subscriber, the supplier shall complete installation of service for any new subscriber and any upgrade or downgrade for any existing subscriber within seven (7) business days after any such request is received, provided that if weekend installation is requested, installation shall be completed by no later than the fourth Saturday following the date the request is received.

B. Telephones.

1. **Telephone Lines.** The supplier shall have local telephone lines for receiving requests for repair or installation services, for reporting outages and for responding to billing questions. These lines shall be answered twenty-four (24) hours per day, seven (7) days per week, with an answering service or automated device answering them outside of the supplier's business hours. The answering service or automated device shall record calls concerning billing questions, complaints, or other matters and supplier employees shall return any such call within one (1) business day after the answering service or automated device takes the message.
2. **Standard of Service for the Telephone System.** At the commencement of the term of this Agreement the telephone system shall have, at a minimum, enough incoming lines and adequate staff to process incoming calls such that each call is answered in four (4) rings and no caller is placed on hold for more than thirty (30) seconds.
3. **Compliance.** The standards in Section A 4.16(B)(2) of this Supplement shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis. The supplier will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards unless a historical record of complaints indicate a clear failure to comply.

C. Billing.

1. **The Format of a Subscriber's Bill.**
 - a. The bill shall be designed in such a way as to present the information contained therein clearly and comprehensibly to subscribers.
 - b. The bill shall contain itemized charges for each category of service and equipment for which a charge is imposed (including late charges, if any), an explicit due date, the name and address of the supplier and telephone number for the supplier's office responsible for inquiries and billing, the telephone number specified by the control for the resolution of billing disputes. The bill shall state the billing period, amount of current billing, appropriate credits or past due balances, if any, and the amount of any additional franchise fee due in excess of three percent (3%).
 - c. The supplier shall not charge a potential subscriber or subscriber for any service or equipment that the subscriber has not affirmatively requested by name. A subscriber's failure to refuse a cable operator's proposal to provide such service or equipment shall not be deemed to be an affirmative request for such service or equipment.
2. **Billing Procedures.** All bills shall be rendered monthly, unless otherwise authorized by the subscriber, or unless service was provided for less than one (1) month.

D. Equipment Provided by the Supplier.

1. **Types of Equipment to Be Provided.** The supplier shall comply with all rules and regulations promulgated by the FCC pursuant to Section 624A of the Cable Act (47 U.S.C. § 544a).
2. **Terms for Rental and Loaner Equipment.**
 - a. The supplier may require deposits on certain equipment it provides to subscribers, provided that all such deposits shall be placed in an interest bearing escrow account for the subscribers.
 - b. For billing purposes, the return of rental equipment shall be deemed to have taken place on the day such equipment is returned.

E. Outage Correction and Repair Service.

1. **Interruption of Service.** The supplier shall exercise its best efforts to limit any scheduled interruption of any cable service for any purpose to periods of minimum use. Except in emergencies or incidents requiring immediate action, the supplier shall provide the Franchising Authority and all affected subscribers with prior notice of scheduled service interruptions, if

such interruptions will last longer than thirty (30) minutes. For any other scheduled service outage, the supplier must give notice electronically by placing an alphanumeric message on an information channel or similar channel on the system from time to time and at least once an hour, at least forty-eight (48) hours before the interruption of service occurs, unless the Franchising Authority authorizes the provision of shorter notice.

2. **Time Periods by Which Outages Must Be Corrected and Repairs Made.**

- a. The supplier shall maintain sufficient repair and maintenance crews so as to be able to correct or repair any reception problem or other service problem of either picture, or sound quality, including any outage of sound and/or picture, on any channel except for a problem caused by an intentional, wrongful act of the subscriber or by the subscriber's own equipment which was not supplied by the supplier, within twenty-four (24) hours after the supplier either receives a request for repair service or the supplier learns of it. For purposes of this Agreement, "reception problem" shall constitute reception that an affected subscriber reasonably determines is unsatisfactory, unless the supplier can demonstrate that the signals transmitted to such subscriber are in compliance with the FCC's technical signal quality standards (47 C.F.R. § 76.601 et seq.).
- b. The supplier shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to the foregoing section. In order to satisfy its obligations in cases where it is necessary to enter upon a subscriber's premises to correct any reception problem or other service problem, the supplier shall make available service calls: (i) continuously during the period of 8:00 a.m. to 4:00 p.m., on weekdays, in four (4) hour segments consisting of 8:00 a.m. to 4:00 p.m., and (ii) continuously on call for twenty four (24) hours (7) days per week. During such periods, a subscriber may request any four (4) hour period for the supplier to correct any such problem, provided that the supplier's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a subscriber's premises.
- c. In no event shall the supplier cancel any necessary scheduled service call less than twenty-four (24) hours prior to the scheduled time for the service call, except in circumstances beyond the supplier's control.

3. **Failure to Meet Time Periods May Be Excused.** The supplier's failure to correct outages or to make repairs within the stated time periods shall be excused in the following circumstances:

- a. If the supplier could not obtain access to the subscriber's premises; or
- b. If the Franchising Authority, acting reasonably, agrees with the supplier that correcting such outages or making such repairs was not reasonably possible within the allotted time period.

4. **Service Calls to Be Provided on a Nondiscriminatory Basis.** The supplier shall provide all service calls throughout the franchise area on a nondiscriminatory basis.

F. Subscriber Complaints.

1. **Complaints.** For the purposes of this Agreement, "complaint" shall mean any written communication by a subscriber or oral communication by a subscriber or reduced to writing, including to a computer form, expressing dissatisfaction with any nonprogramming aspect of the supplier's business or operation of the system.
2. **Referral of Complaints from the Franchising Authority to the Supplier.** If the Franchising Authority is contacted directly about a complaint concerning the supplier, the Franchising Authority shall notify the supplier.
3. **Complaint records.** The supplier shall maintain complaint records, which shall record the date a complaint is received, the name and address of the affected subscriber, a description of the complaint, the date of resolution, a description of the resolution and an indication of whether the resolution was appealed.

G. Notice.

1. **Notice Required.**

- a. The supplier shall provide notice to the Franchising Authority and all subscribers of any change in any fee, charge, deposit, term or condition, which notice shall be

provided no later than thirty (30) days prior to the effective date of any such change. All notices required by Section A 4.16(G)(1)(a) of this Supplement shall specify, as applicable, the service or services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.

- b. The supplier shall provide notice, in writing, to the Franchising Authority and all subscribers of any change in any channel assignment or in any service provided over any such channel, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change.

H. Termination of Service and Disconnection.

1. **Notice of Termination of Service.** As described in Section A 4.16(G) of this Supplement, the supplier may terminate service to any subscriber whose bill has not been paid after it becomes delinquent, so long as the supplier gives proper notice to the subscriber as provided in Section A 4.16(G) of this Supplement and the billing dispute resolution procedures have not been initiated.
2. **Resubscription to Cable Service.** The supplier shall not refuse to serve a former subscriber whose service was terminated, so long as all past bills and late charges have been paid in full. The supplier may not charge such terminated subscriber any fee(s) not applied to former subscribers who voluntarily terminated service.
3. **Scheduling Appointments.** The supplier shall provide subscribers with a four (4) hour time period during the time periods specified in Section A 4.16(A)(4)(b) of this Supplement, during which its work crew shall visit the Subscriber's premises to disconnect service and to remove any equipment.
4. **Restoration of Subscriber Premises.** The supplier shall ensure that the subscriber's premises are restored to their original condition if damaged by the supplier's employees or agents in any respect in connection with the installation, repair or disconnection of cable service.

I. Credits.

1. **Grounds.** As a result of the supplier's failure to comply with these customer service standards, the supplier shall provide to each affected subscriber or potential subscriber, as applicable, the following credits:
 - a. For a failure of the supplier's crew to arrive at the subscriber's premises within the promised four (4) hour period for any installation service, as provided in Section A 4.16(A)(4)(b) of this Supplement, a credit equal to free installation;
 - b. For a failure of the supplier to complete installation of service within the scheduled time period provided for in Section A 4.16(A)(4)(c) of this Supplement, unless otherwise excused, a credit equal to free installation;
 - c. For any reception problem, including any outage of sound and/or picture on any Channel, as defined in Section A 4.16(E)(2), or for any other service problem which remains unrepaired for more than forty-eight (48) hours after either the supplier receives from the subscriber a request for repair service (provided that, to the extent access to the subscriber's premises is required to effect such repair, the subscriber has granted the supplier such access) or the supplier learns of such problem, upon the presentation by subscriber of a billing statement at supplier's offices, a minimum credit in an amount equal to one-thirtieth (1/30) times the total bill for cable services of such subscriber for the preceding billing period, for each forty-eight (48) hour period during which such reception problem persists for at least four (4) hours;
 - d. For a failure of the supplier's crew to arrive to correct any outage or make any repair during the stated time period, as specified in Section A 4.16(E)(2)(b) (except where such failure is excused by Section A 4.16(E)(3) or except where such crew is no longer required due to a repair effected in a nearby portion of the system, in which case the subscriber shall be notified by telephone that a visit to such subscriber's residence is no longer necessary), a credit in an amount equal to the total number of days such subscriber does not have service; and
 - e. For the improper termination of service to a subscriber, free reconnection and a credit in an amount equal to all charges billed to such subscriber for a period equal to the total number of days such subscriber does not have service.

2. **Purpose.** The supplier agrees that each of the foregoing occurrences necessitating such credits shall result in injury to such subscribers, which injury will be difficult to ascertain and to prove. The supplier agrees that each of the foregoing credits is a fair and reasonable compensation for such injury and that such compensation constitutes liquidated damages, not a penalty or forfeiture.
3. **Calculation.** For the purpose of calculating the amount of credit owed pursuant to Section A 4.16(I)(1)(c) of this Supplement, such four (4) hour period shall be deemed to have begun at the time the outage occurred.
4. **Provision.** With respect to any credit described in Section A 4.16(I)(1)(c) the supplier shall provide a credit on each subscriber's bill to any eligible Subscriber who makes application therefor by written or oral notice within ninety (90) days after the outage or reception problem occurred.
5. **Refunds.** Refund checks shall be issued promptly, but no later than either
 - a. The subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - b. The return of the equipment supplied by the supplier if the service is terminated.

J. Failure to Comply with These Requirements.

1. **Material Requirements.** Subject to the due process procedures set forth in Section A 4.16(I) of this Agreement, the supplier agrees that substantial failure to comply with any material requirement set forth in these customer service standards shall constitute a failure to comply with a material provision of this Agreement.
2. **Liability for Contractors'/Subcontractors' Failure To Comply.** If the supplier fails to take reasonable steps to ensure that its contractors, subcontractors or agents abide by these customer service standards, the supplier shall be liable for any breach of these customer service standards committed by its contractors, subcontractors., or agents just as if the supplier itself had committed the breach.

K. Definitions.

1. **Normal Business Hours.** The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers.
2. **Normal Operating Conditions.** The term "normal operating conditions" means those service conditions which are within the control of the supplier. Those conditions which are not within the control of the supplier include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the supplier include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

A 4.17 Reserved

A 4.18 Supplement G: Peg Access

On reasonable notice from the Franchising Authority, a channel to be devoted to government/educational programming on the system shall be provided without charge by the supplier. A character generator of good quality with which to generate and broadcast messages on the channel over the cable system will also be provided without charge to the Franchising Authority.

APPENDIX 5. CONTRACT BETWEEN CITY OF COVINGTON - COVINGTON NATURAL GAS SYSTEM, GEORGIA AND THE CITY OF OXFORD, GEORGIA

A 5.1 Rights Granted

The right is hereby granted to the Grantee, its successors and assigns, to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances, and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, and other public places in the City of Oxford, Georgia, and to use and occupy the said streets, avenues, roads, public highways, alleys, lanes, ways, parks and other public places for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing, and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages there used and useful for the manufacture, transmission, distribution, and sale of gas within and through the present or future territorial limits of the City of Oxford, Georgia, such right, when exercised as herein provided, to continue for twenty (20) years after the date of the execution of this contract by the parties.

A 5.2 Right to Charge for Gas

Grantee shall be entitled to charge for gas furnished by it, the same rates as are charged customers within the City of Covington or as may be designated by lawful federal or state regulatory body, but in no case shall Grantee charge for connection fees or gas furnished by it a rate higher than is being charged customers within the City of Covington.

A 5.3 Franchise Fee

Grantee hereby agrees and covenants, for and in consideration of the rights and privileges herein granted to it, to pay, within ninety (90) days following the end of each quarterly period to the City of Oxford three percent (3%) of the gas sales receipts received by Grantee from residential and commercial but not industrial customers within the territorial limits of said City, during the preceding quarterly period (hereinafter referred to as the quarterly period). The quarterly payments by Grantee to the City of Oxford shall be full compensation for this franchise, and the Grantee will not be required to pay any license fee or tax, franchise tax, excise tax, indirect tax, occupation tax, privilege tax, regulation charge or related fees, taxes or charges. Such quarterly payments shall not start until the first of the second quarter following the introduction of natural gas into Grantee's distribution system.

A 5.4 Right to Inspect Books

The Council of said City, through its authorized representative or representatives, shall have the right to inspect and audit the books of the Grantee for the purpose of determining the amount of its revenues received from the sales of gas to residential and commercial, but not industrial customers, within said territorial limits.

A 5.5 Franchise Fee Exemption for Industrial Gas

"Industrial gas" or "gas sold to industrial customers," as to which Grantee shall pay no part of its revenue to the City of Oxford, Georgia, as consideration for this contract, is defined to be gas sold to manufacturing, assembling, and processing business such as textile and cotton mills, brick and tile manufacturers, glass manufacturing plants, cement plants, foundries, electric generating plants, steel and other metal plants, cotton oil mills, ice plants, bottling plants, and other manufacturing plants, rubber processing plants, and other processing plants, and meat packing plants, laundries, bakeries, dairies, food processing plants, and to governmental institutions and non-profit educational institutions using more than two hundred thousand cubic feet (200,000 ft.³) (two thousand [2,000] therms) per day on any one meter, and generally, without limiting the foregoing, all gas sold for use in industrial and manufacturing processes.

A 5.6 Police Power

The City of Oxford expressly reserved unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this contract.

A 5.7 Repair of Gas Line

Grantee upon making an opening upon any of the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other public places in the City, for the purpose of laying, repairing or maintaining gas mains, shall use due care and caution to prevent injury to persons, and shall replace and restore all public ways to their former condition as nearly as practicable, and within a reasonable time, and shall not unnecessarily obstruct and impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks, and other public places of said City.

A 5.8 Liability

Grantee shall save and keep harmless the said City from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence of the Grantee in the installation, maintenance, and repair of its mains and pipe lines along said street, avenues, roads, public highways, alleys, lanes, ways, parks and other public places in the City of Oxford, provided the Grantee shall have been notified in writing of any claim against the City on account thereof and shall have been given ample opportunity to defend the same. Grantee shall at all times during the term of this contract maintain adequate liability insurance for the purpose of this Section.

A 5.9 Due Diligence

The City of Covington herewith undertakes and declares its purpose and intention to complete the work hereunder by the most businesslike and professional manner, always taking into consideration the nature and location of any improvements or work in force.

APPENDIX 6. CONTRACT BETWEEN SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY AND THE CITY OF OXFORD, GEORGIA

A 6.1 Definitions

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

- A. Standard Space.** Sufficient space on a joint use pole for use of each party taking into consideration requirements of the National Electrical Safety Code.

Except only as to the portion of its said space which, by the terms of the National Electrical Safety Code, may be occupied by certain attachments therein described of the other party this space is specifically defined as follows:

- A.** For the Electric Company, the uppermost six feet (6');
B. For the Telephone Company, a space of three feet (3') at sufficient distance below the space of the Electric Company to provide at all times the minimum clearance required by the specifications referred to in Section A 6.4, and at sufficient height above the ground to provide proper vertical clearance for the lowest horizontally run line wires or cables attached in such space.
C. Normal Joint Use Pole. A pole which meets the requirements of the National Electrical Safety Code for support and clearance of supply and communication conductors under conditions existing at the time joint use is established, or is to be created under known plans of either party. Specifically, a normal joint pole under this Agreement shall be a forty foot (40'), class five (5) wood pole.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the known or anticipated requirements of the parties hereto.

- D. Attachments.** Material or apparatus now or hereafter used by either party in the construction, operation or maintenance of its plant carried on poles.
E. Clearance Attachments. Any attachment made to a pole of the owner for the purpose of obtaining clearance between plant of the licensee and that of the owner where, in general, a pole for the purpose of supporting the licensee's attachments would not be required if it were not for the presence of the other (owner's) route.

Guy poles are considered as part of the anchor and guy structure, and as such are not considered as units to be counted but are given the same treatment as clearance attachments.

- F. Supporting Attachments.** Attachments made on poles which, in general, relieve the licensee of the necessity of providing a pole at or near the same location for the purpose of supporting its wires or cables.
G. Owner. The party owning the pole to which attachments are made.
H. Licensee. The party having the right under this Agreement to make attachments to a pole of which the other party is the owner.

A 6.2 Territory and Scope of Agreement

This Agreement shall be in effect and shall cover all wooden poles of each of the parties now existing, hereinafter erected or acquired within the common operating areas served by the parties hereto when said poles are brought hereunder, excepting:

- A.** Poles which, in the owner's judgment, are necessary for its own sole use; and
B. Poles which carry or are intended to carry, circuits of a character that in the owner's judgment proper rendering of its service now or in the future makes joint use of such poles undesirable.
C. It is understood and agreed by the parties hereto that general and widespread joint use of pole lines located in rural areas is not contemplated by this Agreement.

A 6.3 Permission of Joint Use

Each party hereto hereby permits joint use by the other party of any of its poles when brought under this Agreement as herein provided subject to the terms and conditions herein stated.

A 6.4 Specifications

Joint use of poles covered by this Agreement shall at all times be in conformity with terms and provisions of the current issue of the National Electrical Safety Code, as to minimum requirements, and such revisions and amendments thereto from time to time as may be necessary by reason of developments and improvements in the art as may be mutually agreed upon and approved in writing by the City of Oxford and the Chief Engineer of the Telephone Company.

A 6.5 Right of Way for Licensee's Attachments

The owner will obtain suitable right of way for both parties on joint poles insofar as practicable. Said right of way easements shall be in sufficient detail for identification and recording where required, and shall be subject to inspection by the other party upon request.

While the owner and licensee will cooperate as far as may be practicable in obtaining rights of way for both parties on joint poles, no guarantee is given by the owner of permission from property owners, municipalities or others for the use of poles by the licensee, and if objection is made thereto and the licensee is unable to satisfactorily adjust the matter within a reasonable time, the owner may at any time upon thirty (30) days notice in writing to the licensee, require the licensee to remove its attachments from the poles involved, and the licensee shall, within thirty (30) days after receipt of said notice, remove its attachments from such poles as its sole expense. Should the licensee fail to remove its attachments as herein provided, the owner may remove them at the licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the licensee shall reimburse the owner on demand.

A 6.6 Placing, Transferring, or Rearranging Attachments

- A.** Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon, not then specifically reserved hereunder for its use, it shall make written application therefor, specifying in such notice the location of the pole in question, and the number and kind of attachments which it desires to place thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such notice, the owner shall notify the applicant in writing, whether or not said pole is of those excluded from joint use under the provisions of Section A 6.2. Upon receipt of notice from the owner that said pole is not of those excluded, and after completion of any transferring or rearranging which is then required in respect to attachments on said poles, including any necessary pole replacements as provided in Section A 6.7(A), the applicant shall have the right as licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this Agreement.
- B.** Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments, including any tree trimming or cutting incidental thereto, and shall at all times perform such work promptly and in such a manner as not to interfere with work being done by the other party.
- C.** On new lines, the owner will place anchors suitable for joint use upon joint consideration of the load requirements.

A 6.7 Erecting, Replacing or Relocating Poles

- A.** Whenever any jointly used pole, or any pole about to be so used under the provisions of this Agreement, is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as may be made necessary by the replacement of such pole and the placing of the licensee's circuits as proposed.

- B.** Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the owner shall, before making such change in location, give notice thereof in writing (except in cases 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 relocation, and the licensee shall, at the time so specified, transfer its attachment to the pole at the new location.
- C.** Whenever either party hereto is about to erect new poles within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing at least thirty (30) days before beginning the work (shorter notice, including verbal notice subsequently confirmed in writing, may be given in cases of emergency) and shall submit with such notice its plans showing the proposed location and size of the new poles, and the character of circuits it will use thereon. The other party shall, within twenty (20) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve.

This notice of desire to establish joint use should include detail plans of any changes in the plans of the other party which are desired in order to permit the establishment of joint use. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the owner does not wish to exclude the poles from joint use under the provision of Section A 6.2, then poles suitable for the said joint use shall be erected in accordance with the provisions and the payment of costs as provided in paragraphs 4, 5 and 6 of this Section.

- D.** In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obliged to pay to the other any adjustment payment because of their respective use of joint poles owned by the other, due regard being given to the desirability of avoiding mixing ownership in short sections of line.
- E.** The costs of erecting joint poles coming under this Agreement, either as new pole lines, as extensions of existing pole lines, or to replace existing poles, either existing jointly used poles or poles not previously involved in joint use, shall be borne by the parties as follows:
 1. A normal joint pole, or a joint pole shorter or smaller than the normal pole, shall be erected at the sole expense of the owner, except as provided in paragraph 6 of this Section.
 2. A pole taller or stronger than the normal pole, the extra height and strength of which is due wholly to the owner's requirements, shall be erected at the sole expense of the owner.
 3. In the case of a pole taller or stronger than the normal pole, the extra height and strength of which is due wholly to the licensee's requirements, the licensee shall pay to the owner a sum equal to the difference between the cost in place of such pole and the cost in place of a normal joint pole, the rest of the cost of erecting such pole to be borne by the owner, except as provided in paragraph 6 of this Section.
 4. In the case of a pole taller or stronger than the normal pole, the extra height and strength of which is due to the requirements of both parties, the licensee shall pay to the owner a sum equal to one-half (½) the difference between the cost in place of such pole and the cost in place of a normal joint pole, the rest of the cost of erecting such pole to be borne by the owner.
 5. In the case of a pole taller or stronger than the normal pole, where height and strength in addition to that needed for the purpose of either or both of the parties hereto is necessary in order to meet the requirements of public authority or of property owners, one-half (½) of the excess cost of such pole to be borne as provided in that one of the preceding paragraphs A, B, C, and D, within which it would otherwise properly fall.
 6. In any case where a pole is erected hereunder to replace another pole solely because such other pole is not tall enough, or of the required strength, to provide adequately for the licensee's requirements, and where such other pole, whether it carry space reserved for the licensee's use or not, had at the time of its erection, been pronounced by the licensee as satisfactory and adequate for its requirements, the licensee shall, upon erection of the new pole, pay to the Owner, in addition to any amounts payable by the Licensee under paragraph

- C, D, or E, of paragraph 5 of this Section, a sum equal to the sacrificed life of the pole which is replaced (then value in place of the pole replaced plus cost of removal less salvage).
7. When replacing a jointly used pole carrying terminals on aerial cable, underground connections or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary or mutually desirable to set it in a different location.

A 6.8 Maintenance of Poles and Attachments

- A. The owner shall, at his own expense, maintain his joint poles in a safe and serviceable condition, and in accordance with Section A 6.4 of this Agreement and the requirements of the National Electrical Safety Code, and shall replace, subject to the provisions of Section A 6.7, such of said poles that become defective.
- B. Each party shall, at his own expense, at all times maintain all of his attachments in accordance with Section A 6.4 of this Agreement and the National Electrical Safety Code and keep them in safe condition and in thorough repair.

A 6.9 Procedure When Character of Circuits Is Changed

When either party desires to change the character of its circuits on jointly used poles, such party shall give ninety (90) days notice to the other party of such contemplated change and in the event that the party agrees to joint use with such changed circuits then the joint use of such poles shall be continued with such changes in construction, as may be required to meet the requirements of the National Electrical Safety Code, being made at the expense of the party desiring to make the change. In event, however, that the other party fails within thirty (30) days from receipt of such notice to agree in writing to such change then both parties shall cooperate in accordance with the following plan:

- A. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines and the party whose circuits are to be moved shall promptly carry out the necessary work.
- B. The cost of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use at the time such change was decided upon, shall be equitably apportioned between the parties hereto.

Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provision in a new location shall vest in the party for whose use it is constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution for existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include among other items the cost of the new pole line including rights of way, the cost of removing attachments from the old poles to the new location and the cost of placing the attachments on the poles in the new location.

A 6.10 Bills and Payments for Work

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, the party performing the work shall present to the other party, within thirty (30) days after the completion of such work, a statement showing the amount due, and such other party shall, within thirty (30) days after such statement is presented, pay to the party doing the work the amount due.

A 6.11 Abandonment of Jointly Used Poles

- A. If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the owner shall have no attachments on such pole but the licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or any attachments thereon; and shall pay the owner a sum equal to the value in place of such abandoned pole, or poles, or such other equitable sum as may be agreed

upon between the parties. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Section A 6.7(E) and (F) when the pole was originally set, provided the licensee furnishes proof of such payment.

- B. The licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the owner and by removing therefrom any and all attachments it may have thereon.

A 6.12 Adjustment Payments

The parties contemplate that the use of, or reservation of, space on poles by each party, as licensee of the other under this Agreement, shall be reciprocal and mutual insofar as this may be practicable.

- A. Adjustment payments per pole due from either party as licensee to the other party as owner shall, subject to the provision of Section A 6.13, be one dollar (\$1.00) per annum paid by the Electric Company for each jointly used pole owned by the Telephone Company, and one dollar (\$1.00) per annum paid by the Telephone Company for each jointly used pole owned by the Electric Company.
- B. On about December 1st of each year each party, acting in cooperation with the other shall, subject to the provisions of paragraph B of this Section, have ascertained and tabulated the total number of poles in use by each party as licensee, for which an adjustment payment shall be made to the other party as Owner.

For the purpose of such tabulation, poles shall not be included where the use by the other party consists only of attaching guys thereto, or of attaching thereto wires or cables of the licensee for the purpose of clearance between the poles and said wires or cables, and not for the primary purpose of supporting said wires or cables.

- C. The total adjustment payment due each party shall be determined by multiplying the poles owned by each party, tabulated as indicated in paragraph A of this Section, by the adjustment payment rate applicable to poles owned by said party indicated in A of this Section.

The smaller total amount covered above shall be deducted from the larger amount and the Electric Company or the Telephone Company, whichever shall owe the larger amount, shall pay to the other the difference between said two amounts as the net adjustment payment due for the year involved. Within ten (10) days after the first day of December next ensuing after the date of this Agreement, and within ten (10) days after the first day of December each year thereafter, during the time this Agreement shall be in effect, the party to which said adjustment payment is owed as of said first day of December, shall submit a written statement to the other party giving the correct amount owed by the other party.

The adjustment payment herein provided for shall be paid within ten (10) days after the bill has been submitted, unless said party disputes the amount of such bill within five (5) days from receipt thereof.

A 6.13 Periodical Revision of Adjustment Payment Rate

- A. At any time after five (5) years from the date of this Agreement and at intervals of not less than five (5) years thereafter, the adjustment payment rates applicable under this Agreement shall be subject to joint review and revision as provided for under paragraph B of this Section upon the written request of either party. In case of revision of the adjustment payment rates as herein provided, the new adjustment payment rates agreed upon shall apply starting with the annual bill next rendered and continuing until again adjusted.
- B. Revisions of the adjustment payments shall be based on experience resulting from previous administration of this Agreement, and shall not be prejudiced by unbalanced pole ownership. Any changes shall take into account the original cost factors pertinent to the establishing of the pole facilities involved in all joint use existing under this Agreement at the time of the said review.

A 6.14 Defaults

If either party shall make default in any of its obligations under this Agreement and such default shall continue thirty (30) days after notice thereof in writing from the other party all rights of the party in default hereunder pertaining to the establishment of future joint use shall be suspended, and if such default shall continue for a period of ninety (90) days after such suspension, the other party may forthwith terminate the right of both parties to make additional attachments. Any such termination of the right to make additional attachments by reason of any such default shall not, however abrogate or terminate the right of either party to maintain the attachments theretofore made on the poles of the other, and all such prior attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to said attachments.

A 6.15 Liability and Damages

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this Agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

- A.** Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications as provided herein.
- B.** Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.
- C.** Each party shall be liable for one-half ($\frac{1}{2}$) of all damages for such injuries to persons other than employees of either party, and for one-half ($\frac{1}{2}$) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.
- D.** Where, on account of injuries of the character described in the preceding paragraphs of this Section, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with
 1. The provision of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or
 2. Any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding paragraphs numbered A and B and shall be paid by the parties hereto accordingly.
- E.** All claims for damages arising hereunder that are asserted against or effect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half ($\frac{1}{2}$) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.
- F.** In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise charges and expenditures.

A 6.16 Rights of Other Parties

- A.** If either party hereto has, prior to the execution of this Agreement, conferred 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, 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 paragraph 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 meet such space allocations. Owner 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.** If either party hereto 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 the Code, and
 2. Such attachments shall not be located within the space allocation of licensee. Owner shall derive all of the revenue accruing from such outside parties.
- C.** For the purpose of this Agreement, all attachments of any, such outside party shall be treated as attachments belonging to Owner, and the rights, obligations and liabilities hereunder of owner in respect to such attachments shall be the same as if it were the actual owner thereof.
- D.** With respect to any rights and privileges granted under this Section to others not parties hereto. Owner shall reimburse licensee's cost. for transferring and rearranging licensee's attachments to provide space for such outside parties.

A 6.17 Service of Notices

Wherever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Electric Company at its office at Oxford, Georgia, or to the Telephone Company at its office at Griffin, Georgia, as to the case may be, or to such other address as either party may, from time to time, designate in writing for that purpose.

A 6.18 Termination of Agreement

This Agreement shall continue in full force and effect until the first day of January, 1980, and shall continue thereafter until terminated insofar as the making of additional attachments is concerned by either party giving to the other one (1) year's notice in writing of intention to terminate the right of making additional attachments. Any such termination of the right to make additional attachments shall not, however, abrogate or terminate the right of either party to maintain the attachments theretofore made on the poles of the other, and all such prior attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligation of the parties with respect to said attachments.

A 6.19 Assignment of Rights

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement, in whole or in part, without the written consent of the other party; except that either party shall have the 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 as that of such party, or to enter into any merger or consolidation its rights and obligations hereunder shall pass to such successors and assigns; and provided, further, that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and with which it is affiliated, or connecting with it, the rights and privileges of this Agreement, 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 either party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

A 6.20 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.

A 6.21 Existing Contracts

All existing agreements between the parties hereto for the joint use of wood pole upon a rental basis within the territory covered by this Agreement, are, by mutual consent, hereby abrogated and annulled.

A 6.22 Supplemental Routines and Practices

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

APPENDIX 7. CITY OF OXFORD TREE MAINTENANCE GUIDELINES AND STANDARDS

Introduction

These Tree Maintenance Guidelines and Standards apply to trees growing within the City of Oxford, Georgia. The guidelines establish a path or direction for community tree management now and in the future. The Oxford Tree Board and the City of Oxford have adopted these guidelines as public policy. The standards originate from established arboricultural standards for tree maintenance used within the tree care industry and related professions. The guidelines and standards apply to trees planted or conserved to satisfy the City's Tree Ordinance.

Trees perform many beneficial functions and provide environmental, economic, and social benefits. They also require an investment in time and money to properly install, maintain, and remove them. Therefore, the goal of these Tree Maintenance Guidelines and Standards is to provide the information required for the responsible and pro-active maintenance of trees.

Both the terms "tree management" and "tree maintenance" are used in this document. While the maintenance of individual trees is a very important component of a community tree management program, there are many other essential program components, such as policy development, ordinances and regulations, planning, budgeting, education, marketing, and volunteer management. This document focuses almost entirely on tree maintenance.

The guidelines and standards included in this document address four categories of tree management activities:

A7.1 - Tree Establishment.

A7.2 - Ongoing Tree Maintenance.

A7.3 - Tree Protection.

A7.4 - Tree Removal and Replacement.

Some specialized tree maintenance activities, such as the installation of lightning protection systems and tree support systems (cabling and bracing), and micro-injection of systemic nutrients or pesticides are not addressed in this document. More information may be found on these topics at the websites listed in Section A7.5, Supplement I, Community Forestry Resources.

A 7.1 Tree Establishment

A long-term perspective is necessary when you are considering establishing a tree in the landscape. The decisions you make on tree and site selection will have long-term consequences. A basic amount of homework should be done to insure you make the right decisions prior to, during, and after planting your tree. It takes a lot of work and money to get trees in the ground, and the longer they live and the healthier they are, the greater the benefits they provide. Therefore, the goals of tree establishment are:

- A.** Healthy and long-lived trees.
- B.** Trees that provide substantial benefits to individuals, the community, and the environment.

Tree establishment can be defined as the successful act of installing a tree in the landscape. To be successful, you must make the right decisions during all of the following activities:

- A.** Selecting a growing site.
- B.** Selecting a tree species.
- C.** Selecting a quality tree.
- D.** Planting the tree.
- E.** Providing care after planting.

This Section includes guidelines and standards for the activities listed above. The protection of newly planted trees can also be considered part of the establishment process, but since protecting trees throughout their lives is so important, guidelines and standards for tree protection are contained in a separate section.

A. Planting Site and Tree Species Selection Guidelines. Which comes first—selecting a planting site, or selecting a particular tree species? Either one may come first.

1. If you have a specific location where you want to plant a tree, choose an appropriate species for that site.
2. If you have a particular tree you want to plant, choose a site that meets that tree's needs.

Regardless of which comes first, always match the planting site's characteristics to the tree's requirements. The Tree Board maintains a list of desirable and undesirable trees to plant in the City, which is contained in Section A7.6, Supplement II, City of Oxford List of Desirable and Undesirable Trees. See also Supplement I for more sources of information on tree species.

To begin the analysis of the site conditions, first determine if it is even suitable for any tree. If the soil is poor quality or significantly compacted, if the tree will cause a reduction in traffic sight visibility, or if the space is just too small and future conflicts with buildings and other hardscape are inevitable, look for another site.

A good quality site will have the following characteristics:

1. Soil that is well aerated, has a suitable pH (between five and six [5.0 and 6.0] for evergreen conifers, between six and seven [6.0 and 7.0] for hardwoods), and has some organic matter (five percent [5%] is ideal).
2. The right amount of soil moisture; most trees prefer a moist, well-drained soil; some prefer a dry soil; a few prefer a very wet soil.
3. Adequate space for tree growth, including the roots, trunk, and crown (limbs and leaves); consider the anticipated mature size of the tree and plan for that amount of space.
4. The right amount of light; most understory trees prefer partial to full shade, and most overstory trees prefer partial to full sun.

When selecting a species, consider the following guidelines:

1. A diversity of species should be planted across a yard, community, or street to help maintain overall forest health.
2. Promote age diversity by planting one (1) to a few trees every couple of years, so that trees are at different stages of their life history.
3. Consider leaf texture and leaf drop habit. Evergreen trees may be more suitable than deciduous trees for screening and noise reduction. A mixture of textures and leaf types is desirable.
4. Consider the amount of litter a tree produces and avoid planting trees with large, messy, or unpleasant fruits or flowers near walkways, parking areas, patios, or windows.

B. Planting Site and Tree Species Selection Standards.

1. Invasive species should not be planted.
2. Only small trees (mature height potential of less than twenty-five feet [25']) should be planted under or within ten lateral feet (10') of any overhead utility wire.
3. Medium trees (mature height potential of twenty-five to fifty feet [25' to 50'] feet) should be planted at least twenty-five feet (25') from overhead utility lines.
4. Large trees (mature height potential of greater than fifty feet [50']) should be planted at least thirty-five feet (35') from overhead utility lines.
5. Trees should be planted at least five feet (5') from underground water lines, sewer lines, transmission line, or other utility.
6. Small trees should be planted at least two feet (2') from curbs and sidewalks. Medium trees should be planted at least three feet (3') from curbs and sidewalks. Large trees should be planted at least four feet (4') from curbs and sidewalks.
7. No tree should be planted closer than ten feet (10') to a fire hydrant.
8. No tree should be planted closer than fifteen feet (15') to a power transformer, utility pole, driveway, or mailbox.
9. For street trees, the minimum distance between small trees should be fifteen feet (15'), between medium trees should be twenty-five feet (25'), and between large trees should be thirty-five feet (35').
10. In parking lots, the open soil surface area around small trees should be at least one hundred square feet (10 x 10 sq. ft.); around medium trees the area should be at least two hundred twenty-five square feet (15 x 15 sq. ft.); around large trees the area should be at least four hundred square

feet (20 x 20 sq. ft.). This may be reduced if structural soil is used outside of the open soil area to increase root penetration.

- C. Tree Quality Guidelines.** While it is important to select the right planting site and tree species, it is as important to select a good quality tree to help insure tree-planting success. The guidelines below are recommendations for selecting a good quality tree, however they may not be absolutely necessary in every situation, especially if standards are otherwise adhered to and diligence is taken to insure tree survival.
1. Inspect and select trees personally in the nursery to determine if they meet the standards.
 2. Tree should be a minimum of one and five-tenths inch (1.5") trunk caliper (diameter measured at six inches (6") above the ground) and four feet (4') tall, and a maximum of four inches (4") in caliper and fifteen feet (15') tall.
 3. Select single trunk trees for most situations. Multiple trunks can eventually form a forked stem with included bark, wounds may occur between the stems as they rub together in the wind, and they often create a greater sight obstruction.
 4. Trees delivered by a vendor should be labeled by the vendor with the species and cultivar. Any tree mislabeled or misidentified should be rejected at pick-up or delivery. Any tree that leafs out in the spring that is not of the species and type ordered should be replaced by the vendor.
- D. Tree Quality Standards.** All nursery stock purchased should meet the ANSI Z60.1-1990 American Standard for Nursery Stock, published by the American Association of Nurserymen and available from the International Society of Arboriculture at www.isa-arbor.com. In addition, a tree selected for planting should have at a minimum the following characteristics:
1. Container grown, balled and burlapped, or bare root trees should be acceptable.
 2. The soil and roots should be kept moist and protected from freezing or excessively high temperatures; no tree should be accepted if the root ball or soil in the container is cracked or dry, or if the trunk is loose in the ball.
 3. Balled and burlapped trees will have at least the minimum diameter ball size for each diameter inch tree trunk caliper in accordance with ANSI Standards.
 4. The minimum acceptable root ball size is twenty-four inches (24") in diameter. In general, the root ball should be the diameter equivalent of one foot for every one inch (1':1") trunk caliper.
 5. Tree should be free from stem encircling or girdling roots.
 6. No large roots should be cut close to the root crown/stem base.
 7. The first order roots should be located just below the soil line.
 8. Roots should otherwise be healthy and vigorous.
 9. Tree should appear healthy and vigorous, with a good crown shape and color.
 10. Tree should have a normal habit of growth for the species.
 11. Crossing branches or branches growing upward inside the crown should be avoided.
 12. Tree should be properly target pruned—not flush cut, trimmed, rounded-over, hedged, tipped, or topped.
 13. Tree should have a single dominant leader with no side branches taller than the main leader, and no forks, included bark, or dead leader.
 14. Approximately two-thirds (2/3) of the tree's total height should consist of living branches.
 15. Tree should be free from disease and insect infestation.
 16. Tree should be free from wound paint, mechanical injury, bruises, or scrapes affecting the trunk, or limbs.
 17. All tree stems will be wrapped for shipment and installation.
 18. All balled and burlapped trees should have a root ball contained within a metal basket with nylon webbing attached for ease of unloading.
 19. All trees should be covered by a mesh tarp while being transported to avoid drying out the roots, bark, buds, and/or leaves.
- E. Tree Planting Standards.** Another very important step in the establishment of a tree is the actual planting of the tree. If planted correctly, it will thrive. If not planted correctly, it could easily die within the first year, or struggle for years before eventually dying. When trees struggle after planting, it is most often the result of poor handling during planting, planting too deeply, or roots that are restricted and don't penetrate out into the surrounding soil. The width of the planting hole and the depth at which the tree is planted are especially important therefore.
1. Handle the tree during transporting and planting by the root ball or container only to avoid breaking roots. Do not move the tree by its trunk (unless it is bare root).
 2. Have the location of all underground utilities marked prior to excavation. Call the Utilities

Protection Center at 1-800-282-7411 at least three (3) days prior to the planting date to request utility locates.

3. The tree roots, trunk, and limbs should be protected from mechanical damage during the planting process. Keep the trunk wrapped until the tree is in the ground.
4. The width of the planting hole should be at least two (2) times the width of the root ball in non-compacted soil. In compacted soil, the width of the planting hole should be at least four (4) times the width of the root ball.
5. The depth of the planting hole should be no greater than the height of the root ball. The soil at the bottom of the planting hole should be undisturbed.
6. The sides of the planting hole should be sloped inward toward the bottom of the hole, and the sides should be rough to encourage root penetration.
7. The tree should be planted with its first order roots just beneath the soil at ground level. In most cases, the root ball will have excess soil over the first order roots which should be removed.
8. The burlap and wire basket should be removed from the tree and the planting hole. If the removal of the entire basket and burlap is not possible without the root ball disintegrating, then remove at least the upper half of both the burlap and the wire basket. Bend the remainder of the wire basket down and push the burlap down into the bottom of the planting hole.
9. If burlap has been treated to be decay resistant or is made out of plastic, it should be removed.
10. All straps, twine, plastic flagging, and tags should be removed from the tree.
11. No amendments, such as peat or fertilizer, should be added to the soil.
12. Backfill the hole with the native soil to encourage rooting outside of the planting hole.
13. Soil should not be added on top of the root ball.
14. The tree should be watered during and immediately after planting.
15. The tree should be watered daily during the first week after planting.
16. The tree should be watered weekly thereafter in the absence of adequate rainfall.
17. The tree should be mulched immediately after planting (see Mulching Guidelines).
18. The tree should not be pruned, except for the removal of broken, dead, diseased, or dying branches.
19. Do not use stakes and guy wires on the tree unless the roots are damaged, unstable, or the tree appears otherwise unable to support itself. Tall stakes at least four feet (4') tall above ground should be used, and the ties should be placed at the top of the stake and form a right angle to the stake when tied to the tree. Use soft materials to tie the tree to the staking. Allow for some trunk flexibility.

F. New Tree Maintenance Standards. New trees require substantial care after planting to help them become well established in the landscape. Their future value will be directly related to the amount of care they receive at this time. The first three years of maintenance are dedicated to stabilizing the tree and creating ideal conditions for root and shoot growth. New tree maintenance standards follow.

1. Trees should be inspected regularly.
2. Trees should be watered at least once per week with at least one inch (1") of water during dry periods, within the dripline of the tree.
3. Trees should be mulched annually. Mulch rings should be expanded each year to match the expansion of the dripline (see Mulching Guidelines).
4. No fertilizer should be applied to the rooting zone within the first year after planting.
5. Watering bags or rings should be removed after the first growing season.
6. Stakes, guy wires, and ties should be removed after the first growing season.
7. Young tree training pruning should be done in the first, second, and third winter after planting to produce good long-term form according to ANSI A300-1995 American National Standard for Tree Care Operations—Tree, Shrub and Other Woody Plant Maintenance—Standard Practices. See the Tree Pruning Standards for more information.
8. Tree trunks, roots, and limbs should not be damaged by mowers or string weed trimmers.

A 7.2 Ongoing Tree Maintenance Guidelines and Standards

There are many activities involved in ongoing tree maintenance. The primary maintenance activities that are considered essential for tree health are included in this Section. The activities addressed include:

- A. Tree mulching.
- B. Tree irrigation.
- C. Tree pruning.
- D. Tree fertilization.

When tree support systems or lightning protection systems are installed, these systems should be designed and installed according to the latest ANSI Standards and Best Management Practices available from the International Society of Arboriculture at www.isa-arbor.com.

Additional information on these and other tree maintenance activities can be gathered from the sources listed in Supplement I.

- A. **Tree Maintenance Guidelines.** Mulch is simple to apply and provides many benefits. Mulch materials are often readily available and sometimes at little to no cost. There are many benefits to mulch, such as:

- 1. Conserves soil moisture.
- 2. Moderates soil temperatures.
- 3. Improves soil texture.
- 4. Improves soil fertility.
- 5. Delineates planting/growing beds.
- 6. Reduces turf and mowing time.

However, if mulch is applied incorrectly or unsuitable materials are used, then serious consequences to the tree can result. Some negative effects on trees can result from the following improper procedures:

- 1. Mulch applied too thickly can promote root decay and stem encircling and girdling roots.
- 2. Mulch piled up around the stem can promote trunk decay and damage by insects, diseases, or rodents.
- 3. Mulch materials such as rocks and gravel can increase soil temperatures as they absorb heat.
- 4. Impervious materials such as plastic or fine landscape fabric can reduce or eliminate water penetration, slow down or eliminate the exchange of gases between the air and the soil, and increase soil temperatures through heat absorption.
- 5. Mulch restricted to the immediate area around the trunk does not provide the roots much benefit.

To Apply Mulch Properly, Follow These Standards:

- 1. Apply mulch at least once per year, preferably in the late winter. If possible, mulch a second time, in the fall.
- 2. Use only good quality organic materials such as a tree's own leaves (best), pine straw, compost, or aged wood chips (at least three months).
- 3. Avoid using grass clippings, pine bark, plastic, or rocks.
- 4. For newly planted trees, apply mulch in at least a six foot (6') diameter centered on the tree.
- 5. Apply the mulch out from the trunk to at least the dripline (farthest extent of the branches), or one foot (1') out from the trunk for each one-inch in trunk diameter (measured at four and five-tenths feet [4.5'] above the ground).

For example: A tree with a twelve-inch (12") diameter trunk should be mulched at least twelve feet (12') out from the trunk (radius), for a total diameter of twenty-four feet (24'). If the dripline of the twelve-inch (12") tree extends out fifteen feet (15') from the trunk, mulch out fifteen feet (15'), for a total diameter of thirty feet (30'). In some cases this may not be practical, so mulch out as far as possible.

- 6. Apply in an even layer, three to four inches (3"- 4") thick, around the tree trunk, but keep the mulch at least six inches (6") away from the trunk.
- 7. You may apply a herbicide to the turf and other herbaceous plants in the area where the mulch will be applied to kill them and keep them from coming up through the mulch. Weeds that do come up through the mulch can be managed through herbicides or hand pulling out of the ground.
- 8. Avoid using string weed trimmers around the base of trees or to remove weeds in the mulch bed;

hand pull weeds or use a contact herbicide to kill weeds.

- B. Irrigation Guidelines.** Adequate water is critical to the survival of newly planted trees. During times of low rainfall or during drought conditions, it may be critical for well-established trees and trees that have sustained root damage. They may not make it without supplemental watering.
1. Trees may be watered either by an underground irrigation system or by hand.
 2. When hand watering, consider using one of the several products available that can be placed around a tree's trunk to hold a substantial amount of water and release it slowly to the tree's roots over several hours. These are in the form of bags that are zipped around the trunk and hold twenty (20) gallons of water or a plastic ring that lays on the ground around the trunk and holds several gallons of water.
 3. Water newly planted trees once per day during the first week in the ground to insure that the roots do not dry out.
 4. After the first week, water weekly throughout the growing season in the absence of adequate rainfall.
 5. Avoid over-watering. If you see the water is not draining, water less frequently.
 6. Water within the dripline of the tree. Tree roots can grow three feet (3') or more each year, so place the water where the roots can take it up.
 7. Avoid wetting the trunk during irrigation to discourage diseases and decay.
- C. Tree Pruning Guidelines.** Pruning is an activity that can be done by anyone if they know a few of the basic principles. The smaller a tree is, the easier it is for the average individual to prune it. The larger the tree the safer and more practical it is to have a professional tree service do the pruning. See the "Tree Pruning Standards" for more information on safety and pruning standards for professional tree services and landscape contractors.

Since pruning deals with sharp equipment, climbing, and possibly nearby or overhead power lines, working safely is very important. Inexperienced individuals should not climb trees to prune them, use a chain saw to prune trees, use a chain saw on a ladder, nor prune trees near overhead power or other utility lines. Begin by wearing the proper personal protective gear, including safety glasses or goggles and gloves if using a hand pruning saw or pruning shears. A hard hat should be worn when pruning large limbs overhead.

Some other tree pruning guidelines are listed below.

1. When hiring a tree service, require that the work be supervised by an ISA (International Society of Arboriculture) Certified Arborist. A list of Certified Arborists in your area can be found at www.isa-arbor.com.
2. Prune trees regularly to maintain their health, structural integrity, and form.
3. Keep pruning equipment sharp, clean, and in good operating condition.
4. Remove deadwood from trees to allow the branch collar to seal over and help seal out insects and diseases and other harmful organisms.
5. Tree pruning should begin at the time a tree is planted (please see "Tree Planting" and "New Tree Maintenance Standards" in Tree Establishment Guidelines and Standards).
6. Prune trees when young to develop good branch structure and strength and tree form (see Young Tree Pruning Guidelines).
7. At the time of planting or within the 1st year, remove only broken, dead, diseased, dying, crossed, rubbing, and otherwise objectionable branches.
8. In the 2nd year, begin a regular program of pruning a tree to "train" its form and preserve its health and structural integrity.
 - a. Remove dead, dying, diseased, crossed, rubbing, or broken branches.
 - b. Select a central leader. Subordinate over several years and then remove co-dominant limbs.
 - c. Select the lowest permanent branch.
 - d. Select the main scaffold limbs.
 - e. Subordinate temporary branches over several years and then remove.
9. Trees can be pruned at any time of year if absolutely necessary to correct a hazard situation or to remove deadwood.
10. The best times to prune trees are in the dormant season (winter), or in mid summer after leaf expansion has occurred and growth has slowed.

11. Prune to achieve sixteen feet (16') for vehicular clearance over a roadway and eight feet (8') over a walkway for pedestrian traffic and eight feet (8') over a lawn for mower clearance.

D. Tree Pruning Standards. For persons who prune trees for their living, there are more extensive standards that they should know, understand, and practice than those found here. They should have a working knowledge of the ANSI A300-1995 American National Standard for Tree Care Operations—Tree, Shrub and Other Woody Plant Maintenance—Standard Practices published by the American National Standards Institute and Best Management Practices for Tree Pruning published by the International Society of Arboriculture for tree pruning. They should also adhere to ANSI Z133.1-2000 American National Standard for Arboricultural Operations—Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush—Safety Requirements published by the American National Standards Institute. These standards and practices are available from the International Society of Arboriculture (ISA) at www.isa-arbor.com. Utility pruning should be done in accordance with the ISA's Best Management Practices for Utility Pruning of Trees.

The standards listed below serve as minimum requirements for tree service personnel and landscape contractor personnel. It also serves as basic information for the individual who wants to prune the small and young trees in their yard or around their business.

1. Never "top" a tree. This decreases the tree's health, safety, longevity, and chances of survival.
2. Never use climbing spikes or spurs while pruning trees, except during an emergency.
3. When pruning diseased limbs, clean equipment before moving to non-diseased limbs or trees.
4. Make pruning cuts just outside the branch collar.
5. Prune back to the parent branch or stem, without leaving stubs, and do not cut flush to the stem.
6. Do not remove more than 1/4th of the foliage of the entire tree in any one growing season.
7. Do not remove more than 1/3rd of the foliage from a branch unless you are removing the entire branch.
8. Pruning for utility line clearance should be in accordance with ANSI A-300 standards. Natural target pruning should be used. Topping should not be allowed.
9. Minimize the amount of live wood removed from a mature or declining tree.

E. Tree Fertilization Guidelines. Most trees do not require fertilization and have access to enough phosphorus (P) and potassium (K) for normal growth. If they are growing in healthy, well-aerated soil covered with a generous layer of mulch, they should not need nitrogen (N). Nitrogen fertilization will promote growth of the tree's crown, but this may not always be desirable. Increased top growth demands more activity by the root system and also requires more pruning.

To check the macro-nutrient and micro-nutrient levels available to your tree, you can sample the soil and have it tested. The soil can also be tested for the pH (the pH regulates the amount of an element that is available to a tree to uptake) and percent of organic matter present (five percent [5%] is ideal). Leaf tissue can also be sampled for its elemental content. Contact your local Georgia Cooperative Extension Service office for more information on soil and tissue sampling and testing.

The guidelines for tree fertilization follow.

1. Maintain a soil pH of five to six (5.0 to 6.0) for optimal tree growth for evergreen conifers, and six to seven (6.0 to 7.0) for most broadleaf trees.
2. Maintain a soil organic matter of five percent (5%).
3. Preserve topsoil or if it must be removed during construction, replace in areas where trees are to be planted.
4. Apply fertilizer based upon deficiencies and recommendations by a soil test.
5. Maintain a layer of mulch around trees (see "Mulching Guidelines") to add nutrients to the soil.
6. Maintain soil health by avoiding compaction, chemical contamination, topsoil removal, and cuts and fills.

F. Tree Fertilization Standards. All tree fertilization should be done in accordance with the ANSI A300 (Part 2)-1998 American National Standard for Tree Care Operations—Tree, Shrub, and Other Woody Plant Maintenance—Standard Practices (Fertilization), published by the American National Standards Institute, and the International Society of Arboriculture's Best Management Practices for Tree and Shrub Fertilization. These documents are available at www.isa-arbor.com. Some of these standards are listed below, along with additional standards that must be met.

1. Do not fertilize newly planted, drought-stressed, or severely damaged trees.

2. Apply fertilizer when the roots are actively growing—in late winter, early spring, and early summer.
3. Use an NPK fertilizer ratio of three to one to one (3:1:1) or three to one to two (3:1:2) in the absence of a recent soil test.
4. Use slow release organic fertilizers with a salt index of less than fifty (50).
5. Apply slow release fertilizers to trees at a rate between two and four (2 and 4) pounds of actual nitrogen per one thousand square feet (1,000 sq. ft.) of root area.
6. Apply fertilizer beneath the dripline of trees, but only once to overlapping root zones.
7. Make sub-surface applications of fertilizer where turf or groundcover exists beneath trees, or where runoff is likely.
8. Make sub-surface applications of fertilizer four to twelve inches (4"-12") deep, in holes that are two to four inches (2"-4") in diameter and spaced twelve to thirty-six inches (12"-36") apart. Fertilizer should not be closer than two inches (2") to the surface.
9. Do not use fertilizer injections and implants for routine fertilization.

A 7.3 Tree Protection Guideline and Standards

Trees can only live a long and healthy life if they are continually protected from damage to their roots, trunk, limbs, twigs, and leaves. It takes only a few seconds, as in the case of a lightning strike, or a few minutes, in the case of soil trenching and root damage. A tree's reaction to these and other types of damage is not always immediate. Very often it takes a tree one to five (1 to 5) years to die after damage occurs, after it has used up all of its reserve energy. Poor planning or carelessness may kill a tree that has survived in good condition for as long as one hundred (100) or more years.

It is especially important to note that a tree's roots normally extend out from the trunk two to three (2 to 3) times the width of the tree's crown (beyond the dripline). They grow eighteen to twenty-four inches (18"-24") deep at the most in our soils.

- A. Tree Protection Guidelines.** Protection should begin when a tree is planted. It should continue throughout a tree's life, during which its environment can change drastically. Conditions that may have once been conducive to tree growth and health can change into hostile conditions.

The changes that are harmful to trees include:

1. Soil compaction from heavy equipment and vehicle traffic, pedestrian traffic, or materials storage.
2. Soil contamination from equipment washouts (especially concrete) and vehicle fluids.
3. Grubbing of understory vegetation.
4. Planting or cultivation of invasive trees, shrubs, and vines, such as Chinese privet, wisteria, English ivy, and other species.
5. Removal of topsoil and compaction of subsoil.
6. Grade changes including soil cuts and backfill.
7. Trenching for utility line installation or repair, or irrigation system installation.
8. Paving over a tree's root zone for parking lots, roadways, driveways, sidewalks, plazas, and patios.
9. Fires near a tree's trunk or limbs or beneath its crown.
10. Placing nails, screws, and spikes into trunks to attach mail boxes, signs, lighting, or other structures.
11. Trunk wounds and cavities; mower and weed trimmer damage to the base of young trees and trees with thin bark.
12. Broken limbs, limbs with wounds and cavities.

The critical root zone is equivalent to one foot (1') in distance from the trunk for every one inch (1") in trunk diameter at four and five-tenths feet (4.5') above the ground.

The above changes should be avoided within the dripline of the tree. For a mature tree, the area within the dripline, or an area extending out one foot (1') from the tree trunk for every one inch (1") in tree trunk diameter at four and five-tenths (dbh) feet (4.5') above the ground is known as the critical root zone. Protecting tree roots within the critical root zone is vital to maintaining tree health.

- B. Tree Protection Standards.** Avoiding at all times the harmful activities mentioned above is the best way to protect a tree, whether it is newly planted, well established, mature, or declining. The following

tree protection standards should be met.

Avoid any activities that may cause harm to tree roots within the critical root zone (CRZ). This zone extends out around the tree one foot for every one inch in (1':1") trunk diameter measured at four and five-tenths feet (4.5') above the ground. The tree protection zone includes the CRZ and all parts of the tree above and below ground within the CRZ.

1. Trees should be protected at all times within the tree protection zone from damage to their roots, trunk, limbs, branches, or leaves.
2. Activities that may be harmful to the tree should be avoided within the tree protection zone. See the guidelines above for a list of some of these activities.
3. The tree protection zone should be expanded with the dripline as the tree grows.
4. During any activities that may affect a tree, including nearby construction, tree protection fencing should be installed at the critical root zone.
5. During any activities that may wound a tree's trunk or major scaffold limb, the tree's trunk or limb should be wrapped with impact resistant materials to eliminate damage to the bark or wood.
6. Historic trees should be protected from damage at all times.

A 7.4 Tree Removal and Replacement Guidelines and Standards

Unfortunately, there comes a time in every tree's life when it has to be removed unless it is living in a remote or wooded area that is not regularly used.

The decision to remove a tree may be one of the most difficult that an individual has to make of all the tree care decisions that occur. When should a tree be removed? Who should remove it? Should it be replaced? The answer to some of these questions can be found in the Guidelines and Standards for tree removal and replacement that follow.

A. Tree Removal Guidelines.

1. Trees with limbs that are structurally weak or dead or whole trees with a chance of failure due to a structural defect or root or trunk decay should be removed as soon as possible after they are identified.
2. For large, historic, or otherwise significant community trees, a public notice could be published or placed on the tree to provide information on the reasons for the removal and estimated date of removal.
3. Maintain a list of trees in marginal condition and inspect these trees on a regular basis to insure their maintenance needs are met and their safety is maintained.
4. Notify private property tree owners of the need to remove a tree if it becomes evident that the tree is in danger of failure or has a serious pest problem.

B. Tree Removal Standards. The following standards should be followed when considering the removal of trees in the community.

1. Dead and dying trees should be removed.
2. Diseased trees that are untreatable and a hazard to other trees around it should be removed.
3. Trees in irreconcilable conflict with infrastructure, such as utility lines, utility poles, streets, buildings, etc., should be removed.
4. Trees should not be removed, topped, root pruned, or otherwise damaged if they are in conflict with a sign, billboard, sidewalk or driveway pavement, or other hardscape unless it is agreed by all property owners involved that it is appropriate.
5. Only qualified people should be allowed to remove trees within falling distance of overhead energized electrical power lines.
6. Prior to any excavation for stump removal, all underground utilities should be marked. The person doing the excavating should request locates by calling the Utilities Protection Center at 1-800-282-7411.

C. Replacement Guidelines. Tree replacement is an important part of the tree maintenance cycle, and is essential if the tree canopy cover is to be maintained. Tree replacement is required for trees that die on new developments as outlined in the City of Oxford's Tree Ordinance. If trees are replaced on a regular basis, and new trees planted in vacant spaces, the City of Oxford's tree canopy cover should be maintained at the least and ideally increased over time.

To begin the tree replacement process, turn to Tree Establishment Guidelines and Standards. This

Section will help you begin the process of planting another tree in the landscape.

A 7.5 Supplement I: Community Forestry Resources

The following agencies and organizations can provide you with more information on managing community trees.

www.wcufre.ucdavis.edu/

CENTER FOR URBAN FOREST RESEARCH

Results of research that provides reliable scientific evidence that trees add value to communities. Research on issues such as energy conservation, airborne pollutants, atmospheric carbon dioxide, stormwater runoff, and home values.

www.gfc.state.ga.us

GEORGIA FORESTRY COMMISSION

Provides information on Urban and Community Forestry issues, including Tree Ordinance Development, Community Tree Benefits and Care, Tree City USA and Arbor Day programs, and the Urban/Wildland Interface. Information on the USDA Forest Service's Urban and Community Forestry Assistance Program that provides grants to municipalities and non-profit organizations can be found here.

www.gufc.org

GEORGIA URBAN FOREST COUNCIL. INC.

Statewide organization that conducts tree care educational programs, quarterly meetings with educational component, and an annual fall Conference and Awards program. Offers memberships with discounts to programs.

www.cfr.washington.edu/research.envmind/

HUMAN DIMENSIONS IN URBAN FORESTRY

Features research on peoples' perceptions and behaviors regarding nature in cities. Includes research on Nature and Consumer Environments, Trees and Transportation, Civic Ecology, International Urban Greening, Urban Forestry and Human Benefits.

www.isa-arbor.org

INTERNATIONAL SOCIETY OF ARBORICULTURE

A worldwide professional organization dedicated to fostering a greater appreciation for trees and to promoting research, technology, and the professional practice of arboriculture. Source of information and publications on all aspects of tree care. Conducts the voluntary certification programs for arborists, utility arborists, municipal arborists master arborists, and tree care workers.

www.arborday.org

NATIONAL ARBOR DAY FOUNDATION

Organization that helps people plant and care for trees and encourages the celebration of Arbor Day. Conducts the Tree City USA and Tree City USA Growth Award programs, Provides educational programs on a variety of topics related to urban forestry. Information also on tree conservation and use.

www.urbanforestrysouth.org

**SOUTHERN CENTER FOR URBAN FORESTRY RESEARCH
AND INFORMATION**

Formed to help communities and landowners across the Southern U.S. manage trees and forests where people live, work and play through research and information transfer. Partnership project of the USDA Forest Service.

www.isasouthern.org

**SOUTHERN CHAPTER OF THE INTERNATIONAL SOCIETY
OF ARBORICULTURE**

Southern Chapter of ISA located in Mt. Airy, North Carolina. Publications available by ISA including ANSI Standards, Best Management Practices, and Arborist Certification Study Guide. Conducts an annual Conference and Trade Show in the spring.

www.treelink.org

TREBLING

Provides information, research, and networking for people working in urban and community forestry, including researchers, arborists, community group leaders, and volunteers.

www.hort.ifas.ufl.edu/woody/

**UNIVERSITY OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL HORTICULTURE**

Source of information on all aspects of woody plant culture, including tree species selection, planting, pruning, and pest identification and management.

www.forestry.uga.edu/warnell/service/

**UNIVERSITY OF GEORGIA WARNELL SCHOOL OF FOREST
RESOURCES - SERVICE AND OUTREACH**

Publications on all aspects of urban and community forestry, including assessing construction damage, drought effects on trees, fertilization, tree species, storm damaged trees, tree growth, and much more.

A 7.6 Supplement II: City of Oxford List of Desirable and Undesirable Trees

The City of Oxford Tree Board maintains a list of trees that are desirable for planting, which also includes trees that are not recommended, or are undesirable, for planting. The list is part of these Guidelines and Standards and contains tree canopy cover credits for each species, along with much more information.

Please see the following pages for the City of Oxford's List of Desirable and Undesirable Trees.

City of Oxford List of Desirable and Undesirable Trees

Notes:

Arranged alphabetically by common name, with genus first, such as: Maple, Red
 Species shaded in gray are undesirable trees that should not be planted, but under some circumstances may be retained. No canopy cover credit is awarded for these trees. If located within a wooded area they can be conserved and included in the total canopy cover of the stand, but will not be given canopy cover credit as a single conserved tree.

Species Common Name	Latin Name	Native (Y) or Non-Native (N)	Mature Tree Size Under Urban Conditions	Canopy Cover Category	Canopy Cover Credit (sq. ft.)	Crown Shape	Maximum Height (ft.) Under Ideal Conditions	Typical Spread (ft.) Under Ideal Conditions	Growth Rate	Leaf Texture	Leaf Type	Recommendation	Recommended Placement
Alder, Hazel	<i>Alnus serrulata</i>	Y	VS	Understory	150 Spreading	10-20	10-20	10-20	M	Medium	Deciduous	Desirable	UTL
Ash, Green	<i>Fraxinus pennsylvanica</i>	Y	L	Canopy	1600 Rounded	60-100	40-50	40-50	F	Medium	Deciduous	Acceptable	ROWINO UTL
Ash, White	<i>Fraxinus americana</i>	Y	L	Canopy	1600 Rounded	60-100	40-50	40-50	F	Medium	Deciduous	Acceptable	ROWINO UTL
Baldypress	<i>Taxodium distichum</i>	N	L	Canopy	1600 Pyramidal	50-100	20-50	20-50	F	Fine	Deciduous	Desirable	ROWINO UTL
Basswood, American	<i>Tilia americana</i>	Y	L	Canopy	1600 Irregular	60-80	30-50	30-50	M	Coarse	Deciduous	Desirable	OPEN
Beech, American	<i>Fagus grandifolia</i>	Y	L	Canopy	1600 Rounded	80-100	50-70	50-70	S	Medium	Deciduous	Desirable	OPEN
Birch, Paper	<i>Betula papyrifera</i>	N	M	N/A	N/A Spreading	60-70	20-40	20-40	M	Medium	Deciduous	Undesirable	NONE
Birch, River	<i>Betula nigra</i>	Y	M	Canopy	900 Irregular	50-90	40-60	40-60	F	Fine/Medium	Deciduous	Desirable	ROWINO UTL
Birch, Sweet	<i>Betula lenta</i>	N	M	N/A	N/A Spreading	50-80	20-40	20-40	S	Fine/Medium	Deciduous	Undesirable	NONE
Birch, Yellow	<i>Betula alleghaniensis</i>	N	M	N/A	N/A Spreading	70-100	20-40	20-40	S	Fine/Medium	Deciduous	Undesirable	NONE
Blackgum	<i>Nyssa sylvatica</i>	Y	M	Canopy	900 Pyramidal	50-100	20-30	20-30	M	Medium	Deciduous	Desirable	ROWINO UTL
Box Elder	<i>Acer negundo</i>	Y	M	N/A	N/A Rounded	50-75	40-50	40-50	F	Medium	Deciduous	Conservative Only	WOODED AREA
Buckeye, Bottlebrush	<i>Aesculus parviflora</i>	N	VS	Understory	150 Spreading	10-15	10-15	10-15	S	Medium	Deciduous	Desirable	UTL
Buckeye, Red	<i>Aesculus pavia</i>	Y	S	Understory	400 Rounded	20-25	10-20	10-20	M	Medium	Deciduous	Desirable	UTL
Buckeye, Yellow	<i>Aesculus flava</i>	N	L	N/A	N/A Oval	70-80	20-40	20-40	M	Medium	Deciduous	Undesirable	NONE
Carolina Buckthorn	<i>Rhamnus caroliniana</i>	N	M	Understory	900 Rounded	30-40	10-30	10-30	M	Medium	Deciduous	Desirable	ROWINO UTL
Carolina Silverbell	<i>Halesia carolina</i>	Y	M	Understory	900 Irregular	30-60	20-25	20-25	F	Coarse	Deciduous	Desirable	ROWINO UTL
Catalpa, Southern	<i>Catalpa bignonioides</i>	Y	M	N/A	N/A Rounded	40-70	30-50	30-50	S	Fine	Evergreen	Conservative Only	WOODED AREA
Cedar, Atlantic White	<i>Chamaecyparis thyoides</i>	N	M	Understory	900 Pyramidal	50-80	10-30	10-30	S	Medium	Evergreen	Acceptable	ROWINO UTL
Cedar, White (Arbovitae)	<i>Thuja occidentalis</i>	N	M	Understory	900 Pyramidal	20-30	10-15	10-15	S	Medium	Evergreen	Acceptable	ROWINO UTL
Cedar, Decodar	<i>Cedrus deodora</i>	N	L	Canopy	1600 Pyramidal	40-80	30-50	30-50	S	Fine	Evergreen	Acceptable	OPEN
Chaste Tree (Vilex)	<i>Vitex agnus-castus</i>	N	VS	Understory	150 Spreading	15-20	10-15	10-15	M	Fine	Deciduous	Desirable	UTL
Cherry, Black	<i>Prunus serotina</i>	Y	L	N/A	N/A Pyramidal	60-80	15-30	15-30	F	Medium	Deciduous	Conservative Only	WOODED AREA
Cherry, Carolina Laurel	<i>Prunus caroliniana</i>	N	M	Understory	900 Oval	20-40	15-20	15-20	M	Medium	Broad-Leaved Evergreen	Acceptable	ROWINO UTL
Cherry, Okame	<i>Prunus x okame</i>	N	S	Understory	400 Rounded	20-25	20-25	20-25	M	Medium	Deciduous	Desirable	UTL
Cherry, Weeping	<i>Prunus subhirtella</i>	N	VS	Understory	150 Weeping	15-20	15-20	15-20	S	Medium	Deciduous	Acceptable	UTL
Cherry, Yoshino	<i>Prunus x yodensis</i>	N	S	Understory	400 Spreading	25-35	25-35	25-35	M	Medium	Deciduous	Desirable	UTL
Chestnut, American	<i>Castanea dentata</i>	Y	L	N/A	N/A Rounded	60-80	30-60	30-60	M	Coarse	Deciduous	Undesirable	NONE
Chestnut, Chinese	<i>Castanea mollissima</i>	N	L	Canopy	1600 Rounded	40-60	40-60	40-60	S	Coarse	Deciduous	Acceptable	OPEN
Chinese Elm	<i>Ulmus parviflorus</i>	N	M	N/A	N/A Rounded	30-40	25-35	25-35	F	Fine/Medium	Deciduous	Undesirable	NONE
Chinese Tallow	<i>Sapium sebiferum</i>	N	M	N/A	N/A Irregular	30-40	20-30	20-30	F	Fine/Medium	Deciduous	Undesirable	NONE
Common Buttonbush	<i>Cephalanthus occidentalis</i>	N	S	Understory	400 Rounded	20-30	20-30	20-30	M	Medium	Deciduous	Acceptable	ROWINO UTL
Cottonwood, Eastern	<i>Populus deltoides</i>	Y	L	N/A	N/A Pyramidal	50-100	20-30	20-30	F	Coarse	Deciduous	Conservative Only	WOODED AREA

City of Oxford List of Desirable and Undesirable Trees

Notes:

Arranged alphabetically by common name, with genus first, such as: Maple, Red
 Species shaded in gray are undesirable trees that should not be planted, but under some circumstances may be retained. No canopy cover credit is awarded for these trees. If located within a wooded area they can be conserved and included in the total canopy cover of the stand, but will not be given canopy cover credit as a single conserved tree.

Species Common Name	Latin Name	Native (Y) or Non-Native (N)	Mature Tree Size Under Urban Conditions ¹	Canopy Cover Category	Canopy Cover Credit (sq. ft.)	Crown Shape	Maximum Height (ft.) Under Ideal Conditions	Typical Spread (ft.) Under Ideal Conditions	Growth Rate ²	Leaf Texture	Leaf Type	Recommendation	Recommended Placement
Crabapple, Japanese	<i>Malus floribunda</i>	N	S	Understory	400	Spreading	15-25	15-25	M	Medium	Deciduous	Acceptable	UTL
Crabapple, Southern	<i>Malus angustifolia</i>	Y	S	Understory	400	Oval	20-25	10-15	M	Medium	Deciduous	Acceptable	UTL
Crabapple, Common	<i>Lagerstroemia indica</i>	N	VS	Understory	150	Spreading	5-20	5-20	F	Fine	Deciduous	Desirable	UTL if <20'
Crabapple	<i>Lagerstroemia fortunei</i>	N	S	Understory	400	Spreading	20-40	20-40	F	Fine	Deciduous	Desirable	ROW/NO UTL
Crabapple, Hybrid	<i>Lagerstroemia indica</i>	N	VS	Understory	150	Spreading	5-20	5-20	F	Fine	Deciduous	Desirable	UTL if <20'
Cryptomeria, Japanese	<i>Cryptomeria japonica</i>	N	M	Understory	900	Pyramidal	50-60	20-30	M	Fine	Evergreen	Desirable	ROW/NO UTL
Cypress, Leyland	<i>Cupressocyparis leylandii</i>	N	M	N/A	N/A	N/A	60-70	15-20	F	Fine	Evergreen	Undesirable	NONE
Dahoon	<i>Ilex catesbaei</i>	N	S	N/A	N/A	N/A	10-35	10-15	S	Fine	Broad-Leaved Evergreen	Undesirable	NONE
Dogwood, Flowering	<i>Cornus florida</i>	Y	S	Understory	400	Horizontal	15-30	15-30	M	Medium	Deciduous	Desirable	ROW/NO UTL
Dogwood, Kousa	<i>Cornus kousa</i>	N	S	Understory	400	Rounded	15-25	15-25	S	Medium	Deciduous	Desirable	UTL
Dowry Serviceberry	<i>Amelanchier arborea</i>	Y	S	Understory	400	Irregular	15-40	10-15	M	Medium	Deciduous	Desirable	ROW/NO UTL
Elm, American	<i>Ulmus americana</i>	Y	L	N/A	N/A	N/A	50-100	30-60	M	Medium	Deciduous	Conserva Only	WOODED AREA
Elm, Lacebark (Chinese)	<i>Ulmus parvifolia</i>	N	M	Canopy	900	Upright	40-50	40-50	M	Fine/Medium	Deciduous	Desirable	ROW/NO UTL/PKRG
Elm, Sibirian	<i>Ulmus pumila</i>	N	M	N/A	N/A	N/A	50-70	30-50	F	Fine/Medium	Deciduous	Undesirable	NONE
Elm, Winged	<i>Ulmus alata</i>	Y	L	Canopy	1900	Upright	70-80	30-50	M	Fine	Deciduous	Desirable	ROW/NO UTL
Franklinia	<i>Franklinia alatamaha</i>	N	VS	N/A	N/A	N/A	10-20	5-15	M	Medium	Deciduous	Undesirable	NONE
Fringe Tree	<i>Chionanthus virginicus</i>	Y	VS	Understory	150	Oval	10-30	5-15	M	Coarse	Deciduous	Acceptable	UTL
Fringe Tree, Chinese	<i>Chionanthus retusus</i>	N	S	Understory	400	Rounded	15-25	15-25	M	Medium	Deciduous	Acceptable	UTL
Fruit Tree, Flowering	<i>Prunus</i> or <i>Malus</i> spp.	N	M	Understory	900	Spreading	15-30	15-30	M	Medium	Deciduous	Acceptable	ROW/NO UTL
Ginkgo (Female)	<i>Ginkgo biloba</i>	N	L	N/A	N/A	N/A	50-70	30-40	S	Coarse	Deciduous	Undesirable	NONE
Ginkgo (Male)	<i>Ginkgo biloba</i>	N	L	Canopy	1600	Irregular	50-70	30-40	S	Coarse	Deciduous	Desirable	OPEN
Golden Rain tree	<i>Koeberlinia paniculata</i>	N	M	Understory	900	Rounded	20-30	10-15	M	Medium	Deciduous	Desirable	ROW/NO UTL
Golden Rain tree	<i>Koeberlinia bipinnata</i>	N	M	Understory	900	Spreading	20-30	15-20	M	Medium	Deciduous	Desirable	ROW/NO UTL
Hackberry	<i>Celtis occidentalis</i>	Y	L	N/A	N/A	N/A	60-90	25-35	M	Medium	Deciduous	Conserva Only	WOODED AREA
Hackberry, Georgia	<i>Celtis tenuifolia</i>	Y	L	N/A	N/A	N/A	60-90	25-35	M	Medium	Deciduous	Conserva Only	WOODED AREA
Hedera	<i>Celastrus</i> spp.	N	S	Uncertain	400	Rounded	10-20	5-15	S	Fine	Deciduous	Acceptable	UTL
Hemlock, Eastern	<i>Tsuga canadensis</i>	N	L	N/A	N/A	N/A	60-90	25-35	S	Fine	Coniferous Evergreen	Undesirable	NONE
Hickory Variety	<i>Carya</i> spp.	Y	L	Canopy	1600	Oval	80-90	40-60	M	Medium	Deciduous	Desirable	ROW/NO UTL
Holly, American	<i>Ilex opaca</i>	Y	M	Understory	900	Pyramidal	20-70	15-20	M	Medium	Broad-Leaved Evergreen	Desirable	ROW/NO UTL
Holly, Oriental Variegated	<i>Ilex</i> spp.	N	S	Understory	400	Pyramidal	10-25	15-30	M	Medium	Broad-Leaved Evergreen	Desirable	UTL if <20'
Holly, Yaupon	<i>Ilex vomitoria</i>	N	S	Understory	400	Pyramidal	10-25	8-10	S	Fine	Broad-Leaved Evergreen	Desirable	UTL
Honeylocust, Thornless	<i>Gleditsia triacanthos</i>	Y	M	N/A	N/A	Irregular	60-90	30-50	F	Fine	Deciduous	Undesirable	NONE
Hophornbeam, Eastern	<i>Ostrya virginiana</i>	N	M	Understory	900	Irregular	25-40	15-25	S	Fine/Medium	Deciduous	Desirable	ROW/NO UTL

City of Oxford List of Desirable and Undesirable Trees

Notes:

Arranged alphabetically by common name, with genus first, such as: Maple, Red
 Species shaded in grey are undesirable trees that should not be planted, but under some circumstances may be retained. No canopy cover credit is awarded for these trees. If located within a wooded area they can be conserved and included in the total canopy cover of the stand, but will not be given canopy cover credit as a single conserved tree.

Species Common Name	Latin Name	Native (Y) or Non-Native (N) or Range (N)	Mature Tree Size Under Urban Conditions ¹	Canopy Cover Category	Canopy Cover Credit (sq. ft.)	Crown Shape	Maximum Height (ft) Under Ideal Conditions	Typical Spread (ft) Under Ideal Conditions	Growth Rate ²	Leaf Texture	Leaf Type	Recommendation	Recommended Placement
Hornbeam, American	<i>Carpinus caroliniana</i>	N	M	Understory	800	Irregular	20-35	15-25	S	Fine/Medium	Deciduous	Desirable	ROWING UTL
Hornbeam, European	<i>Carpinus betulus 'Fastigiata'</i>	Y	M	Understory	800	Upright	30-40	20-30	S	Medium	Deciduous	Acceptable	ROWING UTL
Hornbeam, Japanese	<i>Carpinus japonica</i>	Y	S	Understory	400	Spreading	15-20	15-20	M	Medium	Deciduous	Acceptable	UTL
Katsuritrifree	<i>Cercidiphyllum japonica</i>	Y	M	Understory	800	Rounded	40-60	20-30	F	Medium	Deciduous	Acceptable	ROWING UTL
Locust, Black	<i>Robinia pseudacacia</i>	N	L	N/A	N/A	Irregular	40-60	20-40	F	Fine	Deciduous	Conserve Only	OPEN
London Plane Tree	<i>Platanus acerifolia</i>	N	L	Canopy	1600	Irregular	60-100	20-40	M	Coarse	Deciduous	Acceptable	OPEN
Magnolia, Cucumber	<i>Magnolia acuminata</i>	Y	L	Canopy	1600	Oval	60-80	20-40	F	Coarse	Deciduous	Acceptable	ROWING UTL
Magnolia, Japanese	<i>Magnolia soulangeana</i>	N	S	Understory	400	Spreading	20-30	10-25	M	Coarse	Deciduous	Acceptable	ROWING UTL
Magnolia, Southern	<i>Magnolia grandiflora</i>	Y	L	Canopy	1600	Pyramidal	80-100	30-50	S	Coarse	Broad-Leaved Evergreen	Desirable	OPEN
Magnolia, Southern 'Little Gem'	<i>Magnolia grandiflora 'Little Gem'</i>	Y	M	Understory	800	Pyramidal	15-20	10-20	M	Coarse	Broad-Leaved Evergreen	Desirable	ROWING UTL
Magnolia, Star	<i>Magnolia stellata</i>	N	VS	Understory	150	Oval	15-20	10-15	S	Medium	Deciduous	Acceptable	UTL
Maple, Amur	<i>Acer ginnala</i>	N	S	Understory	400	Spreading	15-25	15-20	M	Medium	Deciduous	Acceptable	UTL
Maple, Chalk	<i>Acer leucoderme</i>	Y	M	Understory	800	Oval	25-30	25-30	S	Medium	Deciduous	Desirable	ROWING UTL
Maple, Southern Sugar	<i>Acer barbatum</i>	Y	L	Canopy	1600	Rounded	40-60	25-60	S	Medium	Deciduous	Desirable	ROWING UTL/PRKG
Maple, Hedge	<i>Acer campestre</i>	N	M	Understory	800	Rounded	25-35	25-35	S	Medium	Deciduous	Acceptable	ROWING UTL
Maple, Japanese	<i>Acer palmatum</i>	N	VS	Understory	150	Rounded	15-20	10-15	S	Fine	Deciduous	Desirable	UTL
Maple, Norway	<i>Acer platanoides</i>	N	M	N/A	N/A	Rounded	20-40	15-40	M	Medium	Deciduous	Undesirable	NONE
Maple, Red	<i>Acer rubrum</i>	Y	M	Canopy	800	Rounded	40-60	20-35	M	Medium	Deciduous	Desirable	ROWING UTL/NO PRKG
Maple, Silver	<i>Acer saccharinum</i>	N	L	N/A	N/A	Rounded	60-100	50-100	F	Medium	Deciduous	Undesirable	NONE
Maple, Striped	<i>Acer pennsylvanicum</i>	N	L	N/A	N/A	Rounded	30-40	20-40	F	Coarse	Deciduous	Undesirable	NONE
Maple, Sugar	<i>Acer saccharum</i>	Y	L	Canopy	1600	Rounded	60-80	30-50	M	Medium	Deciduous	Desirable	ROWING UTL
Maple, Trident	<i>Acer buergerianum</i>	N	M	Understory	900	Rounded	20-30	20-30	M	Medium	Deciduous	Desirable	ROWING UTL/PRKG
Mimosa	<i>Albizia julibrissin</i>	N	M	N/A	N/A	Irregular	30-35	20-30	F	Fine	Deciduous	Undesirable	NONE
Mulberry, Red	<i>Morus rubra</i>	Y	L	N/A	N/A	Rounded	40-70	20-50	F	Coarse	Deciduous	Conserve Only	WOODED AREA
Oak, Cherrybark	<i>Quercus falcata var. pagodaefolia</i>	Y	L	Canopy	1800	Rounded	60-100	30-50	M	Medium	Deciduous	Desirable	ROWING UTL
Oak, Chestnut	<i>Quercus prinus</i>	Y	L	Canopy	1800	Rounded	50-60	30-50	M	Medium	Deciduous	Desirable	ROWING UTL
Oak, Chinese Evergreen	<i>Quercus myrsinifolia</i>	N	M	Understory	900	Oval	20-30	20-30	M	Medium	Broad-Leaved Evergreen	Acceptable	ROWING UTL
Oak, Georgia	<i>Quercus georgiana</i>	Y	M	Understory	800	Rounded	30-40	30-40	S	Medium	Deciduous	Acceptable	ROWING UTL
Oak, Laurel	<i>Quercus laurifolia</i>	Y	L	Canopy	1800	Rounded	60-80	40-60	M	Medium	Tardy Deciduous	Acceptable	ROWING UTL
Oak, Live	<i>Quercus virginiana</i>	Y	L	N/A	N/A	Spreading	60-80	50-60	M	Medium	Broad-Leaved Evergreen	Undesirable	NONE
Oak, Northern Red	<i>Quercus rubra</i>	Y	L	Canopy	1600	Rounded	60-100	30-50	M	Medium	Deciduous	Desirable	ROWING UTL
Oak, Nuttall	<i>Quercus nuttallii</i>	N	L	Canopy	1600	Rounded	50-60	30-50	M	Medium	Deciduous	Desirable	ROWING UTL/PRKG
Oak, Oglethorpe	<i>Quercus spathuliformis</i>	Y	M	Understory	800	Rounded	40-50	30-50	S	Medium	Deciduous	Acceptable	ROWING UTL

City of Oxford List of Desirable and Undesirable Trees

Notes:

Arranged alphabetically by common name, with genus first, such as: Maple, Red
 Species shaded in gray are undesirable trees that should not be planted, but under some circumstances may be retained. No canopy cover credit is awarded for these trees. If located within a wooded area they can be conserved and included in the total canopy cover of the stand, but will not be given canopy cover credit as a single conserved tree.

Species Common Name	Latin Name	Native (Y) or Non-Native (N) or Range (R)	Urban Conditions ¹	Canopy Cover Category	Canopy Cover Credit (sq. ft.)	Crown Shape	Maximum Height (ft)	Under Ideal Conditions	Typical Spread (ft) Under Ideal Conditions	Growth Rate ²	Leaf Texture	Leaf Type	Recommendation	Recommended Placement ³
Oak, Overcup	<i>Quercus lyrata</i>	Y	M	Canopy	1600	Rounded	30-45	30-45	30-45	M	Medium	Deciduous	Desirable	ROW/NO UTL
Oak, Pin	<i>Quercus palustris</i>	N	L	Canopy	1600	Pyramidal	40-100	30-50	30-50	M	Medium	Deciduous	Acceptable	ROW/NO UTL
Oak, Sawtooth	<i>Quercus acutissima</i>	N	L	Canopy	1600	Pyramidal	50-60	30-60	30-60	F	Medium	Deciduous	Acceptable	ROW/NO UTL
Oak, Scarlet	<i>Quercus coccinea</i>	Y	L	Canopy	1600	Rounded	50-60	30-50	30-50	M	Medium	Deciduous	Desirable	ROW/NO UTL
Oak, Shumard	<i>Quercus shumardii</i>	Y	L	Canopy	1600	Rounded	60-100	30-70	30-70	M	Medium	Deciduous	Desirable	ROW/NO UTL/PRKG
Oak, Southern Red	<i>Quercus falcata</i>	Y	L	Canopy	1600	Rounded	80-100	30-70	30-70	M	Medium	Deciduous	Desirable	ROW/NO UTL
Oak, Swamp Chestnut	<i>Quercus michauxii</i>	Y	L	Canopy	1600	Oval	70-90	30-40	30-40	M	Medium	Deciduous	Desirable	ROW/NO UTL
Oak, Turkey	<i>Quercus laevis</i>	N	M	N/A	N/A	Irregular	30-40	10-20	10-20	S	Coarse	Deciduous	Undesirable	NONE
Oak, Water	<i>Quercus nigra</i>	Y	L	Canopy	1600	Rounded	50-100	30-60	30-60	S	Medium	Deciduous	Acceptable	ROW/NO UTL
Oak, White	<i>Quercus alba</i>	Y	L	Canopy	1600	Pyramidal	40-100	30-60	30-60	F	Fine/Medium	Deciduous	Desirable	ROW/NO UTL/PRKG
Oak, Willow	<i>Quercus phellos</i>	Y	L	Canopy	1600	Pyramidal	30-40	30-40	30-40	F	Medium	Deciduous	Acceptable	OPEN
Osage Orange	<i>Maclura pomifera</i>	N	M	Understory	900	Spherical	30-40	30-40	30-40	F	Medium	Deciduous	Acceptable	ROW/NO UTL
Pagodatree, Japanese	<i>Sophora japonica</i>	N	M	Understory	800	Rounded	50-75	50-75	50-75	F	Fine/Medium	Deciduous	Acceptable	ROW/NO UTL
Pear, Bradford	<i>Pyrus calleryana</i> var. <i>Bradford</i>	N	M	N/A	N/A	Oval	20-50	10-35	10-35	M	Medium	Deciduous	Undesirable	NONE
Pear, Callery Varieties	<i>Pyrus calleryana</i> var.	N	M	N/A	N/A	Oval	20-50	10-35	10-35	M	Medium	Deciduous	Undesirable	NONE
Pecan	<i>Carya illinoensis</i>	N	L	Canopy	1800	Oval	80-100	30-40	30-40	S	Medium	Deciduous	Acceptable	OPEN
Persimmon, Common	<i>Dioplyros virginiana</i>	Y	M	Understory	900	Oval	35-60	20-35	20-35	M	Medium	Deciduous	Desirable	ROW/NO UTL
Photinia, Red Tip	<i>Photinia x fraseri</i>	N	VS	N/A	N/A	Oval	10-15	10-15	10-15	S	Medium	Broad-Leaved Evergreen	Undesirable	NONE
Pine, Eastern White	<i>Pinus strobus</i>	N	L	N/A	N/A	Pyramidal	60-100	30-50	30-50	S	Fine	Coniferous Evergreen	Undesirable	NONE
Pine, Loblolly	<i>Pinus taeda</i>	Y	L	Canopy	1600	Pyramidal	80-100	20-40	20-40	M	Fine	Coniferous Evergreen	Acceptable	ROW/NO UTL
Pine, Longleaf	<i>Pinus palustris</i>	N	L	N/A	N/A	Pyramidal	60-100	20-40	20-40	M	Fine	Coniferous Evergreen	Undesirable	NONE
Pine, Scotch	<i>Pinus sylvestris</i>	N	L	N/A	N/A	Pyramidal	60-80	20-30	20-30	S	Fine	Coniferous Evergreen	Undesirable	NONE
Pine, Slash	<i>Pinus elliotii</i>	N	L	N/A	N/A	Pyramidal	60-100	30-50	30-50	F	Fine	Coniferous Evergreen	Undesirable	NONE
Pine, Spruce	<i>Pinus glabra</i>	N	L	N/A	N/A	Pyramidal	60-100	20-30	20-30	F	Fine	Coniferous Evergreen	Undesirable	NONE
Pine, Virginia	<i>Pinus virginiana</i>	Y	M	Understory	900	Pyramidal	15-70	10-30	10-30	M	Fine	Coniferous Evergreen	Acceptable	ROW/NO UTL
Pistache, Chinese	<i>Pistacia chinensis</i>	N	M	Canopy	900	Spreading	30-35	25-35	25-35	M	Medium	Deciduous	Desirable	ROW/NO UTL/PRKG
Plum, Chickasaw	<i>Prunus angustifolia</i>	Y	VS	Understory	150	Rounded	10-20	10-15	10-15	M	Fine	Deciduous	Acceptable	UTL
Plum, Purpleleaf	<i>Prunus cerasifera</i>	N	S	Understory	400	Spreading	15-30	15-25	15-25	M	Medium	Deciduous	Acceptable	UTL
Poplar, Lombardy	<i>Populus nigra</i> var. <i>italica</i>	N	L	N/A	N/A	Columnar	70-80	20-30	20-30	F	Medium	Deciduous	Undesirable	NONE
Poplar, Yellow	<i>Populus nigra</i> var. <i>italica</i>	Y	L	Canopy	1600	Cylindrical	80-150	30-60	30-60	F	Coarse	Deciduous	Desirable	OPEN
Possumhaw	<i>Illex decidua</i>	Y	VS	Understory	150	Oval	10-20	10-20	10-20	M	Fine	Deciduous	Desirable	UTL
Redbud, Eastern	<i>Cercis canadensis</i>	Y	M	Understory	900	Spreading	25-50	15-20	15-20	M	Medium	Deciduous	Desirable	ROW/NO UTL
Redbud, Eastern Whitebud	<i>Cercis canadensis</i> var. <i>alba</i>	Y	S	Understory	400	Rounded	15-20	15-20	15-20	M	Medium	Deciduous	Desirable	UTL

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Species Common Name	Latin Name	Native (Y) or Non-Native (N)	Urban Conditions ¹	Canopy Cover Category	Canopy Cover Credit (sq. ft.)	Crown Shape	Maximum Height (ft)	Under Ideal Conditions	Typical Spread (ft) Under Ideal Conditions	Growth Rate ²	Leaf Texture	Leaf Type	Recommendation	Recommended Placement
Redbud, Forest Pansy	<i>Cercis canadensis</i> 'Forest Pansy'	Y	S	Understory	400	Rounded	15-20	15-20	15-20	M	Medium	Deciduous	Desirable	UTL
Redbud, Oklahoma	<i>Cercis reniformis</i> 'Oklahoma'	N	S	Understory	400	Rounded	15-20	15-20	15-20	M	Medium	Deciduous	Desirable	UTL
Redbud, Texas White	<i>Cercis reniformis</i> 'Texas White'	N	S	Understory	400	Rounded	15-20	15-20	15-20	M	Medium	Deciduous	Desirable	UTL
Redcedar, Eastern	<i>Juniperus virginiana</i>	Y	M	Understory	900	Conical	40-60	10-20	10-20	M	Fine	Coniferous Evergreen	Acceptable	ROWING UTL
Redwood, Dawn	<i>Metasequoia glyptostroboides</i>	N	L	Canopy	1600	Pyramidal	70-100	25-30	25-30	F	Fine	Evergreen	Desirable	ROWING UTL
Royal Paulownia	<i>Paulownia tomentosa</i>	N	M	N/A	N/A	Irregular	30-50	20-30	20-30	F	Coarse	Deciduous	Undesirable	NONE
Rusty Blackhaw	<i>Viburnum rufidulum</i>	Y	VS	Understory	150	Rounded	10-25	10-15	10-15	M	Medium	Deciduous	Acceptable	UTL
Sassafras	<i>Sassafras albidum</i>	Y	M	Understory	900	Oval	30-50	20-30	20-30	M	Medium	Deciduous	Desirable	ROWING UTL
Silverbell, Carolina	<i>Halesia carolina</i>	Y	M	Understory	900	Oval	30-40	20-25	20-25	M	Medium	Deciduous	Acceptable	UTL
Smoke-tree, American	<i>Cotinus obovatus</i>	N	VS	Understory	150	Rounded	15-20	15-20	15-20	S	Medium	Deciduous	Acceptable	UTL
Smoke-tree, Common	<i>Cotinus coccinea</i>	N	VS	Understory	150	Rounded	10-15	10-15	10-15	M	Medium	Deciduous	Acceptable	UTL
Sourwood	<i>Oxydendrum arboreum</i>	Y	M	Understory	900	Spreading	30-50	20-30	20-30	M	Medium	Deciduous	Desirable	ROWING UTL
Spruce	<i>Picea</i> spp.	N	M	N/A	N/A	Pyramidal	30-50	10-25	10-25	S	Fine	Coniferous Evergreen	Undesirable	NONE
Sugarberry	<i>Celtis laevigata</i>	N	L	N/A	N/A	Spreading	80-80	25-30	25-30	M	Fine/Medium	Deciduous	Conserve Only	WOODED AREA
Sweetbay	<i>Magnolia virginiana</i>	Y	M	Understory	900	Rounded	30-60	20-40	20-40	M	Coarse	Broad-Leaved Evergreen	Acceptable	ROWING UTL
Sweetgum	<i>Liquidambar styraciflua</i>	Y	L	Canopy	1600	Pyramidal	80-100	40-70	40-70	F	Medium	Deciduous	Acceptable	OPEN
Sycamore	<i>Platanus occidentalis</i>	Y	L	Canopy	1600	Oval	70-100	30-50	30-50	F	Coarse	Deciduous	Undesirable	NONE
Tree of Heaven	<i>Ailanthus altissima</i>	N	M	N/A	N/A	Irregular	30-60	30-40	30-40	F	Coarse	Deciduous	Acceptable	UTL
Tree Spunkberry	<i>Vaccinium arboreum</i>	Y	VS	Understory	150	Irregular	10-20	5-10	5-10	S	Fine	Deciduous	Acceptable	UTL
Waxmyrtle, Southern	<i>Myrica cerifera</i>	N	VS	Understory	150	Spreading	10-30	10-30	10-30	M	Fine	Broad-Leaved Evergreen	Conserve Only	WOODED AREA
Willow, Black	<i>Salix nigra</i>	Y	M	N/A	N/A	Irregular	80-100	30-40	30-50	F	Fine/Medium	Deciduous	Undesirable	NONE
Willow, Weeping	<i>Salix babingtonia</i>	N	L	N/A	N/A	Irregular	30-40	20-30	20-30	F	Fine/Medium	Deciduous	Desirable	UTL
Winterberry, Common	<i>Ilex verticillata</i>	N	VS	Understory	150	Spreading	5-10	5-10	5-10	S	Medium	Deciduous	Desirable	UTL
Witch Hazel	<i>Hamamelis virginiana</i>	Y	S	Understory	400	Spreading	20-35	20-35	20-35	M	Medium	Deciduous	Desirable	ROWING UTL
Yellowwood, American	<i>Cleome spinulosa</i>	N	M	Understory	900	Irregular	30-50	40-50	40-50	M	Medium	Deciduous	Desirable	ROWING UTL
Zelkova, Japanese	<i>Zelkova serrata</i>	N	L	Canopy	1600	Upright	50-80	50-80	50-80	M	Medium	Deciduous	Desirable	ROWING UTL

¹Size: L = Large (>40 feet tall at maturity); M = Medium (25 to 40 feet tall at maturity); S = Small (15-25 feet tall at maturity); VS = Very Small (<15 feet tall at maturity).

²Growth Rate: S = Slow; M = Moderate; F = Fast

³Placement: UTL = can be planted as a street tree, including under or near utility lines; ROWING UTL = can be planted as a street tree but NOT under or near utility lines; OPEN = should only be planted in an open area with a large amount of rooting and growing space and no utility lines nearby; PRKG = recommended for parking lots (NO PRKG = not recommended for parking lots); WOODED AREA = conserve tree where it occurs in wooded areas; NONE = not acceptable for planting in any location

