



## City of Paris, Tennessee

100 North Caldwell  
P.O. Box 970  
Paris, Tennessee 38242  
Phone (731) 641-1402  
Fax (731) 641-1424

FILE -  
08-00115

October 9, 2014

Tennessee Regulatory Authority  
Andrew Jackson Building  
502 Deaderick Street 4<sup>th</sup> Floor  
Nashville, Tennessee 37243-0505  
Attn: Mr. John Hutton, Telecommunications Consultant

RECEIVED

OCT 13 2014

TN REGULATORY AUTHORITY  
UTILITIES DIVISION

John,

Thank you for speaking with me this morning, and assuring me that the ten day requirement will not be strictly enforced since I received the notice on October 8.

In response to your request, I submit the following:

- (1) 0
- (2) 1
- (3) \$.25 per customer per month as evidenced by the copy of the applicable portion of the current contract with Charter.

Please let me know if further clarification is necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Holder", is written over the typed name.

Carl Holder  
City Manager

kh

6.0 ACCESS TO THE SYSTEM

6.1 Public Education and Government (PEG) Channel. Company shall provide on the Cable System in the basic tier of service (and in the lowest tier of service if different) the following noncommercial channel known as "PEG Channel":

6.1.1 Pursuant to Section 611 of the Cable Act, upon the completion of the Cable System upgrade, Company shall provide one (1) channel of capacity to be designated for non-commercial public high school educational programming purposes, which channel shall be dedicated for the City's sole use. The City shall have the responsibility for administering and handling all matters pertaining to the use of the educational access channel, including without limitation, the programming of such channel, and the procurement, maintenance and general administration of all equipment and facilities required to operate such access channels except as hereinafter provided.

6.2 Charter's Obligations. Charter shall have the obligation of providing at no cost to the City or its designee the following support services pertaining to the City's use of said access channels:

- (2) City will provide request of capital, as a non pass thru item. Charter shall pay the city a one-time grant of \$5,000 for the purchase of audio and video equipment for the city/county high school. Company agrees that the equipment, services, and all other support to be provided by the Franchisee pursuant to this Agreement constitute capital costs which are incurred by the Company for educational, governmental or public access facilities and equipment within the meaning of the Communications Act 47 U.S.C. Section 542 (g)(2)(c). Such grant shall not constitute a franchise fee within the meaning of the Communications Act, state law, the Cable Television Ordinance or this Agreement. The Company hereby waives, and shall not assert in any proceeding, any claim to the contrary.
- (3) The City may during the term of this agreement request Charter to institute an educational channel support fee of up to \$.25 per customer per month. The City shall give Charter a minimum of sixty-(60) days notice prior to the commencement of the collection of the fee.
- (4) Charter further agrees that the equipment, services, and all other support to be provided by the Franchisee pursuant to this Agreement constitute capital costs which are incurred by the Franchisee for educational access facilities and equipment within the meaning of the Communications Act 47 U.S.C. Section 542 (g)(2)(c). Such grant shall not constitute a franchise fee within the meaning of the Communications Act, state law, the Cable Television Ordinance or this Agreement. The Franchisee hereby waives, and shall not assert in any proceeding, any claim to the contrary.
- (5) At operator's sole discretion, all educational channel access fee payments may be passed through to the subscribers on their monthly invoices. All such access fees collected from customers shall not be considered revenue for purposes of calculating