



OFFICE OF THE COUNTY MAYOR
BRENT GREER

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County of Henry

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November 10, 2014

Tennessee Regulatory Authority
ATTN: Docket Room (08-00115)
ATTN: John Hutton
502 Deaderick St. 4th Floor
Nashville, TN 37243-0505

Re: Notice of TRA Receipt of Application for or Amendment to Certificate of Franchise Authority and Official Request for Information.

Dear Mr. Hutton,

I believe this information was previously submitted, but I have enclosed the section of our agreement with Charter Communications regarding our PEG Channel. We are presently provided per agreement one (1) channel as well as an original one time grant of \$5000.

Should you desire further information, please advise this office.

Sincerely,

Brent Greer
Henry County Mayor

ds

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 County's sole use. The County 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 County or its designee the following support services pertaining to the County's use of said access channels:

(2) County will provide request of capital, as a non pass thru item. Charter shall pay the County 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 County 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 County 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 gross revenues. All such payments shall be made quarterly, simultaneous with franchise fees.

6.3 Company Use. County may from time to time adopt and revise rules and procedures as to when and how Company may use the PEG Channels for the provision of video programming when the PEG Channels are not being used for their respective purposes. Company will use the PEG Channels solely in accordance with such rules and procedures and otherwise shall have no responsibility or control with respect to the operation of such channels except as provided by law.

7.0 INDEMNITY AND INSURANCE

7.1 Disclaimer of Liability. County shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Company's construction, maintenance, repair, use, operation (which includes rates, billing and collection practices) condition or dismantling of Company's Cable System or Company's provision of Cable Service.

7.2 Indemnification. Company shall at its sole cost and expense indemnify and hold harmless County and all associated, Affiliated, allied and subsidiary entities of County, now existing or hereinafter created, and their respective officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnities"), from and against:

- 7.2.1 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys), whether legal or equitable, which may be imposed upon, incurred by or be asserted against the Indemnities by reason of any act or omission of Company, its personnel, employees, agents, contractors, subcontractors or Affiliates, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable System or other Company property (including those arising from any matter contained in or resulting from the transmission of signals over the System and including any claim or lien arising out of work ,